

Checklist

Application for Long Distance & International (LDI) License for Pakistan

(Note: Applicant shall submit a complete application pack with each section segregated and clearly marked.

Incomplete application shall be returned un-actioned.

S. No.	Documents	Status of Compliance (<i>Complied/ Not Complied</i>)	Initial Check of Submission of Complete Application (<i>For Official Use</i>)
1	Letter of Application on the letter head of applicant company. (Attached as per Annexure-A)		
2	Applicable Fees a. Application Processing Fee (non-refundable) US \$ 500 (or equivalent in Pak Rupees ^{*1}) to be submitted with application ^{*2} . b. Initial License Fee (to be submitted after approval of grant of license) US \$ 500,000 (or equivalent in Pak Rupees ^{*1})		
3	Resolution of the Board of Directors of the Applicant authorizing the individual who submits and signs the Application (on the letter head of applicant company). (Attached as per Annexure-B)		
4	Certificate on original letter head from the Group/Joint venture/ Consortium members that they are the participants for LDI license in Pakistan through the applicant company. (where applicable)		
5	Complete scanned copy of application (Soft Copy)		
Section 1 - Technical Resources/ Competence of the Applicant			
6	a. Brief description of technical competence of applicant key management:- <ul style="list-style-type: none"> • Telecommunications qualifications • Telecommunication experience 		
	b. Detailed network layout plan/ architecture that shall be deployed in actual for provisioning of mandatory services for each Network Connection Point (NCP) alongwith its location. Layout		

	must contain the details pertaining to network elements (make, model, End of Life status from manufacturer).		
	c. Details of connectivity of each NCP with switching office in compliance with network roll out obligations.		
	d. Detailed Technical Plan for deployment of Optical Fiber Cable (OFC) layout on google earth (colored copy), as defined in LDI license template; or Gateway Earth Station(s) , as defined in LDI license template.		
	e. Details of equipment to be installed duly reconciled with project cost and balance sheet.		
	f. Detailed plan/strategy for compliance with requirements of Critical Telecom Data and Infrastructure Security Regulations, 2020.		
Section 2 - Financial Resources/ Viability of the Applicant			
	Description of the Applicant's Business Plan for the Initial Five Years of Operation		
	a. Feasibility of the Project , including but not limited to, operations, indicating areas to be served, services to be offered, projected revenues, operating expenses and capital requirements.		
	b. Statement showing Initial Cost of the Project.		
	c. Details of others projects currently managed by the company and the bank balance attributable for these projects. Also Audited financial statements of these projects shall be provided.		
	d. Forecast of Balance Sheet.		
	e. Profit, loss and Cash flow analysis/ projections incorporating assumptions on market risks and methods employed to minimize risks factors involved for five years.		
7			
8	Brief Description of Committed Financial Resources and Certificate of Good Standing with the Fiscal Administration		
	a. Company's bank statement for the		

	last six (06) months shall be furnished in which the average balance shall be more than the amount of investment required. In case of a company newly formed, the documentary evidence of sources of funds available in the bank statement shall be furnished (e.g. equity/loan etc.).		
	b. Personal bank statements of sponsor Directors in case committed financial resources includes loans from Director.		
	c. Sources of funds for investment , along with evidence showing sources through which funds have been generated. A list of all sources and amounts of equity and debt financing required to finance the business plan in the first 5 years of operation. Capital must show at least a 20% equity component.		
9	Applicant's Taxpayer Registration Certificate (Taxpayer status shall be Active)		
10	Performance Bank Guarantee (to be submitted after approval of grant of license) (Attached as per Annexure-C)		
Section 3 - Details of Company and its Directors/ Shareholders			
11	Information of the Applicant		
	a. SECP's Certificate of Incorporation of the Applicant, duly Certified True Copy (CTC) by SECP. CTC should not be older than three (3) months from the date of receipt of application at PTA. Note: The company shall not be a single member company, at least two Directors are required.		
	b. Memorandum and Articles of Association , duly certified true copy by SECP. CTC should not be older than three (3) months from the date of receipt of application at PTA.		
	c. List of Directors on company letter head duly signed and stamped by authorized representative, along-with SECP's		

	certified true copy of Form-29 . CTC should not be older than three (3) months from the date of receipt of application at PTA. (Attached as per Annexure-D)		
	d. Names of the Directors of the Applicant, and relation of each Director to any other Operator licensed by the Authority or any other Applicant for a License.		
	e. Shareholders of the Applicant , including details of each shareholder's equity ownership on company letter head duly signed and stamped by authorized representative, along-with SECP's certified true copy of Form-A . CTC should not be older than three (3) months from the date of receipt of application at PTA. (Attached as per Annexure-E)		
	f. Names of each Affiliate of a shareholder of the Applicant, where the Affiliate is an Operator or an applicant for a Licence, and description of the relation to the Applicant.		
	Credential of Director(s) and Authorized Representative(s) of the Applicant		
12	a. Readable Copies of Valid Computerized National Identity Card (CNIC) (for Pakistani national)		
	b. Readable Copies of Valid Passport (for foreign nationals)		
13	Undertaking: An undertaking shall be on judicial stamp paper of PKR 100/- duly Notarized, mentioning details (Name, Designation and seal of Company) of Executant and Date of execution. (Attached per as Annexure-F)		
14	Special Power of Attorney by the Applicant authorizing the individual who submits and signs the Application. Note: Power of Attorney shall be on judicial stamp paper of PKR 100/- duly Notarized, mentioning details (Name, Designation and seal of Company) of Executant and Date of execution.		

	Power of Attorney shall be executed by an individual as per authorization made in Board Resolution as per Serial No. 3 of this Checklist. (Attached as per Annexure-G)		
15	Affidavit of the Person granted the Power of Attorney by the Applicant. Note: Affidavit shall be on judicial stamp paper of PKR 100/- duly Notarized, mentioning details (Name, Designation and seal of Company) of Deponent and Date of execution. Affidavit shall be executed by the authorized representative of the company as per authorization made in Board Resolution. (Attached as per Annexure-H)		
Section 4 – Report on Economic Viability and Potential Benefits of the Project to the Users of Telecommunication Services			
16	Report on Economic Viability and Potential Benefits of the Project to the Users of Telecommunication Services.		

**1 To make a payment of fees to the Authority that is denominated in a currency other than Pakistan Rupees, the Licensee may make such payment in the equivalent amount of Pakistan Rupees. The rate of exchange for determining the equivalent amount of Pakistan Rupees shall be the TT selling rate of National Bank of Pakistan prevailing at the business day preceding the date of payment.*

**2 Application Processing Fee (APF) amounting US\$ 500 or equivalent amount in Pak Rupees be made in the form Bank Draft/Pay Order only in favor of “Pakistan Telecommunication Authority” and same shall be attached with application at the time of submission of application.*

Annexure - A

[On the Letter Head of Applicant Company]

Director General (Licensing)
Pakistan Telecommunication Authority
Headquarters Office Sector F-5/1,
Islamabad Pakistan

**SUBJECT: APPLICATION FOR LICENSE TO PROVIDE LONG DISTANCE &
INTERNATIONAL (LDI) TELECOMMUNICATION SERVICE IN
PAKISTAN**

This letter, and the enclosed materials, comprise our Application for a Licence under section 21 of the Pakistan Telecommunication (Re-organization) Act, 1996 to provide Long Distance and International public voice telephone service, also referred to as LDI telecommunication service. The Application is submitted in accordance with the Authority's Information Memorandum dated March 08, 2004.

We remain, Yours truly,

Signature

Name

Designation

Complete Name of Applicant Company

Postal Address

Registered Office Address

Mobile Number

Email ID

Date

Seal of the Company

Annexure – B

[On the Letter Head of Applicant Company]

I, _____, Company Secretary of [HERE GIVE FULL NAME AND ADDRESS OF THE APPLICANT ENTITY] (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly convened and held on _____, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED THAT the Company be and is hereby authorized to apply for the grant of [here describe the nature of the license being applied for], ("the License") and to comply with all requirements of its application process and the terms of the License, if any, granted as a consequence;

FURTHER RESOLVED THAT Mr. _____ s/o _____ resident of [here give designation of the appointee] be and is hereby appointed as an attorney of the Company (the "Attorney"), for and on its behalf, to execute all documents and take all actions as may be required, necessary or incidental in connection with submission and grant of the application of the License, including submission of the Affidavit in the form and manner prescribed at Annex B-5 of the Information Memorandum issued by the Pakistan Telecommunication Authority for which all necessary instructions and information has been provided to him;

FURTHER RESOLVED THAT Mr. _____, director/secretary of the Company be and is hereby authorized on behalf of the Company to execute a Power of Attorney in favour of the Attorney on such terms as may be deemed expedient and in the form prescribed by the Pakistan Telecommunication Authority.

Certified to be a true copy:

Company Secretary

Annexure-C

Performance Bank Guarantee (PBG)

Guarantor: *[Name of local bank in Pakistan with long term credit rating of at least AA+ and above, or a foreign bank having long term credit rating of atleast AA-, acceptable to the Authority.]* (the “**Guarantor**”), *[Bank’s address]*

Beneficiary: Pakistan Telecommunication Authority (PTA), PTA Headquarters Building F-5/1 Islamabad, Pakistan, (the “**Beneficiary**”).

Principal: Licensee Name _____, a company incorporated under the laws of Pakistan with its registered offices at _____ (the “**Principal**”).

Guarantee Amount: _____ *[US Dollars/equivalent Pakistan Rupees - insert amount in figures] [insert amount in words]* (the “**Guarantee Amount**”)

Guarantee Date: License Effective Date

License: The License granted to the Principal dated _____.

Rollout Obligations: The Rollout Obligations in Article-3 of the License, being Rollout Obligations to be fulfilled in ____ months (the “*[insert number e.g. 1st, 2nd, 3rd etc.]* **Rollout Obligations**”).

Expiry Date: _____ covering allowed period for completion of *[insert number e.g. 1st, 2nd, 3rd etc.]* Rollout Obligations + 6 months grace period for processing/inspection and review of satisfactory completion of Rollout Obligations (*Expiry date shall be set in accordance with Rollout Obligations, with an additional grace period of 6 months*)

WHEREAS;

1. The Principal has committed to furnish an unconditional, irrevocable and continuing Guarantee of *[insert name of the bank]* for the sum of _____ *[USD/equivalent Pakistan Rupees - insert amount]* as security for compliance with *[insert number]* Rollout Obligations; and
2. The Guarantor has executed this unconditional, without recourse to the Beneficiary, irrevocable and continuing Guarantee at the request of the Principal for the performance of Principal’s *[insert number]* Rollout Obligations.

NOW THEREFORE the parties agree as follows:

3. Subject to the terms of this Guarantee, the Guarantor hereby un-conditionally, irrevocably and continuingly guarantee without recourse to the Beneficiary, i.e. PTA, as primary obligor and as a guarantor of payment, the due, complete and punctual payment within 3 working days upon receipt of first written notice of claim from the Beneficiary in the form attached hereto as Annex A (being integral part of this Bank Guarantee), without any condition, qualification, reservation, demand or objection and that the written demand(s) by the Beneficiary, as stated above, shall be conclusive for the Guarantor;
4. The maximum aggregate liability of the Guarantor under or in connection with this Guarantee shall be limited to the Guarantee Amount, together with interest thereon at the prevailing one (1) month Karachi Interbank Offer Rate (KIBOR) from the date from which payment is due to the Beneficiary until receipt of payment by the Beneficiary and reasonable expenses not exceeding in the aggregate 2% of the Guarantee Amount incurred by the Beneficiary in collection thereof against the Principal and/or the Guarantor;
5. This Guarantee is un-conditional, irrevocable and continuing, and:
 - (i) the Principal shall be entitled to have a proportion of this Guarantee released on its request upon successful completion part of the ____ *[insert number]* Rollout Obligations met by the Principal/Licensee and duly approved by Beneficiary/PTA (in all other respects, this Guarantee remains in effect); and
 - (ii) the Principal shall be entitled to have this Guarantee returned on its request upon successful completion of ____ *[insert number]* Rollout Obligations met by the Principal/Licensee and duly approved by Beneficiary/PTA.
6. In case any Rollout Obligation is not fulfilled, the Guarantee against the defined network Rollout Obligations not met shall be encashed by the Beneficiary subject to verification of completion of Rollout Obligations by the Beneficiary i.e. PTA. This Guarantee shall remain valid and in full force until 6 months after the associated phase of the network Rollout Obligations.
7. If any payment by the Principal or any discharge given by the Beneficiary is avoided or reduced as a result of insolvency or any similar event:
 - (i) the liability of the Guarantor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
 - (ii) the Beneficiary shall be entitled to recover the value or payment from the Guarantor, as if the payment discharge, avoidance or reduction had not occurred.

8. Subject to clause (3) above, this Guarantee is valid until the Expiry Date, by which date notice of claim(s) in respect of that Rollout Obligations, if any, must have been given to the Guarantor, and failing such notice of claim by close of business on the Expiry Date, this guarantee shall be null and void in respect of that Rollout Obligations.
9. That this Guarantee shall remain enforceable notwithstanding,
- a) Any change in the name of our bank or its restructuring, amalgamation, or merger with any other bank or concern, and/or
 - b) The dissolution or change in the constitution or the winding up of Principal [name]
10. Any claim or notice made or given by the Beneficiary to the Guarantor under this Guarantee shall be deemed conclusive and sufficiently made if given in writing in the form attached in Annex A and delivered at the counters of the Guarantor at the following address:

Bank Name: _____

Address: _____

11. This Guarantee shall be governed by and construed in accordance with the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 (UCP) and/or Uniform Rules for Demand Guarantees, 2010 Revision, ICC Publication No.758 (URDG) and their updated versions, whichever is applicable, to the extent that such provisions are not inconsistent with this Guarantee and the laws of Pakistan, and engages us in accordance with the terms thereof. No recourse is permissible upon the occurrence of events listed in Article 17 (UCP) or Article 26 (URDG), to any other branch, subsidiary or affiliate of[Bank Name].

For matters not covered by the Publication, the laws of Pakistan shall be applicable and the Guarantee related matters will be governed, accordingly. We hereby unconditionally and irrevocably understand and accept the exclusive jurisdiction of the Courts of Pakistan at Islamabad.

Notwithstanding anything contained herein above, the Guarantor's liability under this Guarantee is limited to the Guarantee Amount, together with interest thereon at the prevailing one (1) month Karachi Interbank Offer Rate (KIBOR) from the date the payment is due to the Beneficiary until receipt of payment by the Beneficiary and reasonable expenses not exceeding in the aggregate 2% of the Guarantee Amount incurred by the Beneficiary in collection thereof against the Principal and/or the Guarantor. Claims under this Guarantee will be payable and must be lodged and received (accompanied by the copy of this Bank Guarantee) solely at the counters of _[Bank's name]_____ [Bank Address] on or before the Expiry Date for the relevant Rollout Obligation and will be payable solely by _____ [Bank's name] at Islamabad, Pakistan. Except for any claims duly received at

the Guarantor's counters in Islamabad before close of business on the Expiry Date for the relevant Rollout Obligations, the Guarantor shall stand discharged and released of all its obligations under this Guarantee in respect of that Rollout Obligations at close of business on the Expiry Date and shall not be liable for any claims lodged thereafter, notwithstanding that Beneficiary may have not returned the original instrument of Bank Guarantee to the Guarantor duly cancelled at expiry.

Bank Guarantee No. _____ duly issued on the _____ (PBG Date) for and on behalf of _____ (Licensee Name) as Guarantor.

By

Name (*Bank's Representative*):

Title:

In the presence of:

Witnesses:

1. Name _____

Address:

Occupation:

CNIC No:

2. Name _____

Address:

Occupation:

CNIC No:

Note:

- i). The Guarantee Amount of PBG shall either be in US Dollars or equivalent Pakistan Rupees arrived at using the T.T Selling rate of National Bank of Pakistan prevailing on the preceding working day of issuance of PBG. Currency and corresponding Guarantee Amount in figures and words shall be written/replaced accordingly in the PBG, where relevant.*
- ii). Italicized text is for indicative purposes only to assist in preparing this document and shall be deleted from the final product.*
- iii). If the PBG is arranged from a foreign bank, the PBG has to be counter guaranteed, subject to acceptance by the beneficiary, by a local bank in Pakistan with a credit rating of at least AA+.*

ANNEX-A

Beneficiary's Demand under Unconditional, Irrevocable & Continuing Bank Guarantee
No. _____

Issued by _____ (Bank Name) at Islamabad Branch

To _____ (Name and Address of Issuing Bank)

The undersigned hereby demands that [name of issuing bank] _____ pay to the order of the undersigned (Beneficiary/PTA) before close of the 3rd business day after receipt of this notice a sum of _____ or equivalent Pakistan Rupees at the T.T Selling rate of National Bank of Pakistan on the preceding working day of the payment/encashment, together with interest thereon at the prevailing one (1) month Karachi Interbank Offer Rate (KIBOR) from the date the payment is due to the Beneficiary until receipt of payment by the Beneficiary and reasonable expenses not exceeding in the aggregate 2% of the Guarantee Amount incurred by the Beneficiary in collection thereof against the Principal and the Guarantor. Copy of the Bank Guarantee is enclosed for endorsement by _____ (Bank Name) at Islamabad Branch of the amount drawn for encashment.

Dated:- -----

Chairman _____

Pakistan Telecommunication Authority

Note:

- i). *The Guarantee Amount of PBG shall either be in US Dollars or equivalent Pakistan Rupees arrived at using the T.T Selling rate of National Bank of Pakistan prevailing on the preceding working day of issuance of PBG. Currency and corresponding Guarantee Amount in figures and words shall be written/replaced accordingly in the PBG, where relevant.*
- ii). *In case of PBG issued in PKR, following text (italicized and underlined) above shall be omitted:*

"or equivalent Pakistan Rupees at the T.T Selling rate of National Bank of Pakistan on the preceding working day of the payment/encashment"

Annexure-D

List of Directors of the Company

S. No.	Director(s) Name	Designation (if any in the company)	Nationality	CNIC / Passport No.	Addresses	Mobile Number	Email ID
1					Residence: Office:		
2					Residence: Office:		
3					Residence: Office:		
4					Residence: Office:		

List of Shareholders of Company

S. No.	Shareholder(s) Name	Designation (if any in the company)	No. of Shares hold by Shareholder	Total Shares of the Company	Nationality	CNIC / Passport No./Company's Registration No.	Addresses	Mobile Number	Email ID
1							Residence: Office:		
2							Residence: Office:		
3							Residence: Office:		
4							Residence: Office:		

An undertaking shall be on judicial stamp paper of PKR 100/- duly Notarized, mentioning details (Name, Designation and seal of Company) of Executant and Date of execution.

UNDERTAKING

- a) That the company [..... company name] or its Directors have never been declared insolvent by a court of law.
- b) That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences).
- c) That neither the applicant company nor its group/consortium members are defaulter(s) with reference to other PTA licenses/transactions.
- d) That the applicant company or any shareholder/Director is not in default of any payment due to the Authority or Board.
- e) It is certified that I have thoroughly gone through Information Memorandum for the Long Distance and International (LDI) and Local Loop (LL) Fixed Line Telecommunication Service Licenses.

Executed by Authorized Representative

Signature
Name
CNIC #
Designation
Date
Company Seal

Oath Commissioner

Signed
Stamp
Date

Annexure – G

Power of Attorney shall be on judicial stamp paper of PKR 100/- duly Notarized, mentioning details (Name, Designation and seal of Company) of Executant and Date of execution.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT We _____
having its registered office at _____ (herein after called the
"Applicant") do hereby nominate, constitute and appoint *[here give name, parentage and
address of the Special Attorney]* to be and to act as our lawful attorney, for us, in our name
and on our behalf to exercise any and all of the powers herein contained, that is to say:

1. to sign, execute or authenticate all applications or other documents required to be submitted to the Pakistan Telecommunication Authority (herein after the "Authority") and to act for and on our behalf in all matters relating to grant of the license for provision of *[here give the nature of the telecommunication services for which the license is applied]*;
2. to fulfill all the requirements and formalities as may be required to be fulfilled for the grant of the license applied for on behalf of the Applicant.
3. to attend all hearings before the Authority and to provide all necessary documents and material information or assistance as may be required by the Authority for its satisfaction to issue the license applied for by the Applicant;
4. to sign all applications, correspondence, statements or other documents submitted to the Authority on behalf of the Applicant relating to issuance of the license applied for by the Applicant;
5. to execute all such documents and undertake all such acts as may be necessary in order to comply with the directions, decisions and orders of the Authority relating to issuance of license applied for by the Applicant;
6. and generally to do all such acts as may be necessary or incidental for the grant of the license applied for by the Applicant.

We hereby agree and undertake to confirm and ratify all acts, deeds and things which the said Attorney shall lawfully do or cause to be done in purported exercise of any of the powers contained herein.

This Power of Attorney shall not be revoked without prior notice to the Authority and such revocation shall not invalidate any action taken by the Attorney in exercise of the powers vested hereby.

IN WITNESS WHERE OF We have signed this power of attorney at _____ this day _____ of _____ , 20xx.

EXECUTANT

Signature

Name

CNIC #

Designation

Date

Company Seal

WITNESSES:

1 _____
CNIC NO. _____

2 _____
CNIC NO. _____

Oath Commissioner

Signed
Stamp
Date

Annexure - H

Affidavit shall be on judicial stamp paper of PKR 100/- duly Notarized, mentioning details (Name, Designation and seal of Company) of Deponent and Date of execution.

AFFIDAVIT

I, _____ son/ daughter resident of _____
state on oath as under:

1. That I am the _____ [here give the designation of the deponent] and Attorney of _____ [here give full name and address of the Applicant] (hereinafter referred to the "Applicant"), and am fully conversant with all the facts to which I am deposing.
2. That I have been duly authorized to sign on behalf of the Applicant the application for grant of a [here specify the nature of the license] (hereinafter referred to the "Application"), and all other documents relating or pertaining thereto on behalf of the Applicant.
3. That all the statements made in the Application are true, correct and complete in all respects. Nothing relevant has been omitted or concealed.
4. That neither the Applicant nor any of its subsidiaries or affiliates, nor any of its major share-holders or directors has ever defaulted in its obligation to any bank or financial institution or to a regulatory body in any part of the world
5. That the Applicant has at all times complied in all material respects with the terms and conditions of all contracts to which it has been a party, and all licenses, approvals, permits otherwise granted by any public or regulatory authority in Pakistan.
6. That neither the Applicant nor any of its subsidiaries or affiliates, nor any of its major share-holders or directors of the Applicant have been convicted of any offence involving moral turpitude under the laws of Pakistan.
7. That the Applicant has adequate financial resources, technical and management capability and expertise and corporate approvals to comply with the obligations to be imposed by the license applied for by the Applicant.
8. That the Applicant shall comply with all its obligations under the license applied for and shall make payment of fees and other amounts due and payable in accordance with the terms of the license.
9. That the Applicant shall in a timely manner provide all such information and documents as may be required to be so submitted in accordance with the license applied for.
10. That the Applicant shall at all times comply with all the relevant provisions of the

Pakistan Telecommunication (Re-organization) Act, 1996, and all rules and regulations framed or promulgated from time to time there-under.

11. That what is stated above is true and correct to the best of try knowledge. If any statement made herein is subsequently found to have been untrue, the Application may be deemed to have been withdrawn by the Applicant and may be dismissed by the Authority as such If the Application has already been granted, the License may be forthwith terminated by the Authority.

DEPONENT

Signature

Name

CNIC #

Designation

Date

Company Seal

The affidavit has been sworn by the deponent above-named in try presence on this ____ day of _____ 20xx.

OATH COMMISSIONER

Signed

Stamp

Date