

QUERIES OF POTENTIAL BIDDERS

HIRING OF CONSULTANT / CONSULTING FIRM FOR SPECTRUM AUCTION IN PAKISTAN 2020-21

Sr No	Query	Response
1.	<p>I am writing you to seek clarification on the RFP "Hiring of consultant / consulting firm (1800 & 2100 MHz) 2020-21", particularly with regards to clauses 3.7 (Ineligibility and Disqualification) and point 3.5 of Table 3 of Form II. General conditions of contract (Consultant's Actions Requiring Client's Prior Approval).</p> <p>In clause 3.7 (Ineligibility and Disqualification) is stated that</p> <p><i>"The Consultant shall stipulate that it is not presently affiliated with or otherwise receiving financial compensation from any existing cellular licensee in Pakistan, its parent or holding company whether in Pakistan or outside. Non-compliance and breach of this stipulation shall result in immediate disqualification of the Consultant. The Consultant will declare conflicts of interest, if any, with this Consultancy."</i></p> <p>In point 3.5 of Table 3 of Form II. General conditions of contract (Consultant's Actions Requiring Client's Prior Approval) is stated that</p> <p><i>"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 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."</i></p> <p>I would kindly ask you the following clarifications:</p> <ol style="list-style-type: none">1. The above-mentioned Clause 3.7 would make a potential bidder ineligible to bid in case it is engaged in any type of business with any existing cellular licensee in Pakistan, its parent or holding company whether in Pakistan or outside. However, the conditions described by the above-mentioned point 3.5 as invalidating the bid would only be met in case the potential bidder is providing "Consultancy Services of similar nature" to the same entities. Therefore, the two clauses describe conditions which are quite different, with the first clause mentioned setting much stricter conditions than the second clause mentioned. I would kindly ask you to clarify this point	<p><u>Clauses 3.7</u> deals with ineligibility and disqualification criteria prior to selection of the Consultant whereas <u>G.C 3.5</u> deals with Consultant's actions requiring Client's approval, with the selected Consultant only. Hence, the same may be read separately for clarification.</p>

	<p>2. The above-mentioned clause 3.7 mentions that “The Consultant will declare conflicts of interest, if any, with this Consultancy”. However, providing consulting services to the entities mentioned would make a potential bidder ineligible to bid. Therefore, there would be no bid and no declaration of conflict of interest altogether. I would kindly ask you to clarify what exact types of conflicts of interest would not constitute the base for ineligibility and therefore should be declared in the response to the RFP, without invalidating such response.</p>	
<p>2.</p>	<p>1. We are in discussions with a leading law firm to work together to provide the full scope of services requested under the RFP. It would be our preference to each enter into standalone contracts with PTA for the consulting services and the legal services, although we will collaborate closely and seamlessly in delivering the work and related deliverables. Would this approach be acceptable to PTA, or are there alternative approaches/requirements for consortium bids?</p> <p>2. The RFP mentions that we should quote a lump-sum figure inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable laws in Pakistan on service companies. We would be grateful if you could clarify what taxes, duties, fees and levies would be applicable in this context. As a foreign company, it would also be important for us to understand whether you can provide withholding tax certificates.</p>	<p>Refer to <u>clause 2.7 and 2.8</u> of RFP. However, for contract signing purposes with Client, only one contract will be signed as mentioned in <u>Annexure IV of RFP</u> (page 39). The Client will make one contract agreement with Authorized representative, no separate standalone contracts will be signed between Client and Joint venture/ Consortium partners.</p> <p>As regards application of taxes, duties, fees and levies; <u>para 4.3.1 (b)</u> and <u>clause 1.7</u> of General Provision of Contract deal with tax matters involving foreign consultant. It is further clarified that in case there is no such treaty between the two countries in place or the treaty is silent in respect of any applicable taxes, tax laws generally applicable in Pakistan in context of foreign consultants shall apply. Further, withholding tax certificates shall be furnished for amount of taxes withheld and duly deposited in Pakistan Government Treasury. For easy reference, please visit Federal Board of Revenue website at www.fbr.gov.pk. Further details (if any) will be shared after consultation with our Tax Consultant.</p>
<p>3.</p>	<p>Please can you provide an indication of the budget available for this project?</p>	<p>PTA has flexible budget for this assignment as method of selection will be quality and cost based.</p>
<p>4.</p>	<p>Considering the current COVID-19 situation and to be able to prepare a competitive proposal we kindly request for deadline extension for 2 weeks.</p>	<p>The request has been considered positively, please visit www.pta.gov.pk for exact details.</p>