

**Addendum (14<sup>th</sup> October 2013)**

**CONTRACT FOR CONSULTANCY OF SPECTRUM AUCTION FOR NEXT  
GENERATION MOBILE SERVICES IN PAKISTAN 2013-14**

**(LUMP-SUM)**

between

Pakistan Telecommunication Authority (PTA)

and

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[name of the CONSULTANT]

Dated: \_\_\_\_

1. Reference to **1.8 Taxes and Duties**, part of **1.General Provisions contained within II. General Conditions of Contract**, following has been added to **1.8 Taxes and Duties**:

CLIENT will deduct the applicable taxes and duties as per law prevalent at the time of payment.

2. Reference to **3.5 CONSULTANT's Actions Requiring CLIENT's Prior Approval**, part of **3.Obligations of the CONSULTANT contained within II. General Conditions of Contract**, following (d) has been added to **3.5 CONSULTANT's Actions Requiring CLIENT's Prior Approval**:

(d) In any of the above eventualities the CLIENT will not be liable to any of the subcontractors, even if it is approved by the CLIENT.

3. Reference to **3.8 Accounting, Inspection and Auditing**, part of **3.Obligations of the CONSULTANT contained within II. General Conditions of Contract**, following has been added to **3.8 Accounting, Inspection and Auditing**:

The audit will be conducted at the cost and expense of the CONSULTANT.

4. Reference to **5.2 Change in the Applicable Law related to taxes and duties**, part of **5.Obligations of the CLIENT contained within II. General Conditions of Contract**, following as been added to **5.2 Change in the Applicable Law related to taxes and duties** at the end:

The applicable changes will only effect when reduced to writing and signed by both the parties

5. Reference to **6.2 CONTRACT Price**, part of **6. Payments to the CONSULTANT contained within II. General Conditions of Contract**, **6.2(b)** has been replaced as:

Original	Addendum
The price payable in local currency is set forth in the SC, which shall be calculated as per the exchange rate given on the website of National Bank of Pakistan at <a href="http://www.nbp.gov.pk">www.nbp.gov.pk</a> on 12 November 2013 (date of submission of bid).	The price payable in local currency is set forth in the SC, which shall be calculated as per the TT selling exchange rate of USD given on the website of National Bank of Pakistan at <a href="http://www.nbp.com.pk">www.nbp.com.pk</a> on 12 <sup>th</sup> November 2013 (date of submission of bid).

6. Within 6.4, part of *III. Special Conditions of CONTRACT*, 6.4(a) has been replaced as:

Original	Addendum
(a) Ten (10) percent of the CONTRACT Price shall be paid on the Effective date (d) of the CONTRACT against the submission of a bank guarantee for the same.	(a) Ten (10) percent of the CONTRACT Price shall be paid within ten days of the submission of the invoice, after signing of the CONTRACT against the submission of a bank guarantee for the same.

7. Appendix H has been replaced as under:

**APPENDIX H - FORM OF PERFORMANCE GUARANTEE AND ITS  
CORRESPONDING PERFORMANCE BANK GUARANTEE**

*Note: See Clause GC 6.4 and Clause SC 6.4.*

**PROFORMA FOR PERFORMANCE GUARANTEE FOR PERFORMANCE  
OBLIGATIONS**

*[to be submitted by the CONSULTANT]*

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

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

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

We *[name of Consultant(s)/Consulting Firm/Consortium]* (hereinafter called "the CONSULTANT") have entered into CONTRACT No. *[reference number of the CONTRACT]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "CLIENT"), for the provision of *Consultancy Services for the auction of Spectrum for Next Generation Mobile Services* (hereinafter called "the CONTRACT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a performance guarantee in the sum of *[USD.amount in figures]* (*[USD amount in words only]*) (*the amount equal to 10% of the total CONTRACT Price is to be inserted here*) is to be made against the performance obligations of the CONSULTANT.

We *[name of Consultant(s)/Consulting Firm/Consortium]* hereby irrevocably undertake to pay PTA any sum or sums not exceeding in total an amount of *[USD.amount in figures]* (*[USD*

*amount in words only]) (the amount equal to 10% of the total CONTRACT Price is to be inserted here) upon receipt by us of your first demand in writing accompanied by a written statement stating that we [name of Consultant(s)/Consulting Firm/Consortium] are in breach of our obligations under the CONTRACT because we [name of Consultant(s)/Consulting Firm/Consortium] have failed to perform our obligations.*

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

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

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

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

### **PERFORMANCE BANK GUARANTEE**

***[BY THE CONSULTANT'S BANK, TO BE SUBMITTED BY THE CONSULTANT]***

*[The standard proforma of the Bank Guarantee of the CONSULTANT'S bank shall be submitted by the CONSULTANT to the CLIENT in advance (before signing the Contract) for the CLIENT'S approval. The duly signed PBG has to be submitted to the CLIENT before signing the CONTRACT.]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*