



REQUEST FOR EXPRESSION OF INTEREST (EOI)
HIRING OF CONSULTANT(S)/CONSULTING FIRM(S) FOR
“SPECTRUM AUCTION IN PAKISTAN 2020-21”

Pakistan Telecommunication Authority (PTA) i.e. the CLIENT, Telecom Regulator of Pakistan invites Expression of Interest (EOI) from the internationally reputed Consultant(s)/Consulting firm(s) for the **SPECTRUM AUCTION IN PAKISTAN 2020-21**.

The Consultant(s)/Consulting firm(s) shall carry out the assignment in light of the detailed Request for Proposal (RFP) available at PTA website, which include but not limited to:

- a) Auction Design of Available Spectrum;
- b) Spectrum Pricing; and
- c) Spectrum Rationalization Plan.

The Consultant(s)/Consulting firm(s) shall conduct the market study, consult with stakeholders and advise PTA on Auction of available spectrum in accordance with the RFP. Consultant(s) must have relevant technical, financial, legal and regulatory expertise to successfully carry out the assignment. Method of selection will be Quality and Cost based.

Interested Consultant(s)/Consulting firm(s) shall submit proposal for consultancy marked as “Spectrum Auction in Pakistan 2020-21” complete in all respects as per the parameters laid down in the RFP. The deadline for submission of proposal is **30th October 2020 at 12:00 pm Pakistan Standard Time (PST)**.

The Technical & Financial proposals for consultancy shall be submitted in a single package containing two separate sealed envelopes, marked as **“Financial Proposal”** and **“Technical Proposal”**. The RFP document is available on PTA website (www.pta.gov.pk) and PPRA website (www.ppra.org.pk). The proposal shall be opened at PTA HQ on **30th October 2020 at 2:30 pm PST**.

Proposals (hard & soft copies) shall be submitted along with a non-refundable processing fee of USD 500 (or Pak Rupees 86,500) with covering letter at the address given below.

Director General (Licensing)

Pakistan Telecommunication Authority (PTA)
Headquarters, F-5/1, Islamabad-Pakistan.

Tel: +92 (0) 51 2878128 Fax +92 (0) 51 2878129

Email: pak-lic@pta.gov.pk

Note: Interested Consultant may seek clarification on this advertisement/RFP not later than 10 x days before EOI submission deadline

REQUEST FOR PROPOSAL (RFP)

HIRING OF CONSULTANT / CONSULTING FIRM

FOR

SPECTRUM AUCTION IN PAKISTAN

(1800 & 2100 MHz)

2020-21

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1. Introduction

- 1.1. Pakistan Telecommunication Authority (PTA) (hereinafter called the “Client” which expression shall mean and include, unless the context otherwise requires, its successors in the office), a regulatory authority for the telecommunication sector in Pakistan was established as a body corporate 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 & Communication Technology (*ICT*) services.
- 1.3. Telecommunication Sector of Pakistan was deregulated in 2003 with the issuance of De-regulation Policy 2003 and Mobile Cellular Policy 2004. Liberalization and de-regulation of telecom sector has resulted in unprecedented growth in availability and use of telecom services in the country, thereby provided socio economic opportunities to the people of Pakistan. In order to continue the growth momentum in the telecom sector, to provide policy consistency and necessary regulatory changes, and building investor confidence, Government initiated the process for the review of telecom policy in 2014. After due deliberation with all the relevant stakeholders, Government of Pakistan issued the Telecommunication Policy 2015 (hereinafter called the “TP 2015”), which provides a comprehensive framework and roadmap for the regulatory and policy environment for Pakistan’s telecom sector.
- 1.4. The Client intends to seek services of a Consultant/Consulting Firm (*hereinafter referred to as "Consultant"*), for Auction of available spectrum, whereas, 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 proposal. for achieving optimal results through successful completion of Spectrum Auction for enhanced Mobile Broadband Proliferation in Pakistan; assessment of Pakistan’s Telecom market place and suggest spectrum rationalization plans with relevant terms and conditions; calculation of spectrum base price (based on complete valuation of the spectrum to be auctioned), design of auction process etc.

2. Instructions to the Consultant

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

- 2.2. The Consultant may request a clarification of any of the RFP documents not later than 10 x days before the EOI submission date. 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 (Licensing)
Pakistan Telecommunication Authority
PTA HQs, F-5/1, Islamabad Pakistan
Email: pak-lic@pta.gov.pk
Tel: +92 (51) 2878128
Fax: +92 (51) 2878129
- 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 Consultant.
- 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 the RFP. Any amendment 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 binding. The Client may at its sole discretion extend the deadline for the submission of proposals.
- 2.5. The costs of preparing the proposal and of negotiating the contract, including visit(s) to the Client, are not reimbursable as a direct cost of the assignment.
- 2.6. The Client is not bound to accept any of the proposals submitted, however, upon request, ground of rejection of proposal, shall be communicated to the applicant.
- 2.7. The Consultant, its partners, authorized representative, substantial equity holders and all its members would be jointly and severally responsible for consultancy in accordance with Terms of References (TORs) of RFP.
- 2.8. The international firm may work in collaboration with qualified Local Representative 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.
- 2.9. Relevant information available at PTA website for reference is as under:
- 2.9.1 Past Spectrum Auction : <https://www.pta.gov.pk/en/spectrum-auctions>

2.9.2 Spectrum Assignments :

i.) <https://www.pta.gov.pk/en/industry-support/home/wireless/spectrum-allocation>

ii.) <https://fab.gov.pk/spectrum-planning-management/#WiMAX-Band>

2.9.3 PTA Act, Rules and Regulations:

<https://www.pta.gov.pk/en/laws-&-policies/act>

3. Terms of References (ToRs)

3.1. Objectives of Consultancy

- 3.1.1 To devise strategy for available spectrum auction in Pakistan in 1800 and 2100 MHz in the light of international best practices suited for Pakistan's Telecom market. "Spectrum Auction Pakistan 2020-21" is focused on regulatory consistency for the investors, mobile broadband proliferation, and future sustainability of Cellular Mobile Communication Sector with an overall economic growth of Pakistan.
- 3.1.2 Spectrum Pricing Benchmarks for 1800 & 2100 MHz bands with the future projections of next 3 x years, targeting to achieve overall economic growth and incentivize foreign investment, considering impact of past auctions, renewals and other relevant factors.
- 3.1.3 Spectrum Rationalization / Re-adjustment Plan (850, 900, 1800 & 2100 MHz) with an objective to maximize efficient spectrum utilization in line with international best practices for spectrum assignments. The aim will be to assign spectrum in a manner to make block size of contiguous frequencies by re-farming existing assignments to make standardized block sizes.
- 3.1.4 Transparent and competitive spectrum auction plan with an optimal outcome, promoting mobile broadband proliferation, growth of cellular services and preventing collusion among the bidders.

The aforesaid objectives of the consultancy hereinafter referred as "SPECTRUM AUCTION IN PAKISTAN 2020-21" collectively.

3.2 Scope of Work (SoW)

- 3.2.1 The scope of work shall include the following:
 - a) Conduct study / assessment of the available / assigned spectrum in 1800 & 2100 MHz in Pakistan; international best practices on spectrum auctions and assignments keeping in view the aspects as mentioned at para 3.1 above.
 - b) Spectrum Pricing Benchmarks for 1800 and 2100 MHz bands with the future projections of next 3 x years.

- c) Consultation with the relevant stakeholders including Cellular Mobile Operators, MoIT&T and FAB HQs to assess the telecom market; its regulatory, financial and technical opportunities / challenges as specified at para 3.1 above.
- d) Development of Policy Recommendations for **Spectrum Auction Methodology** comprising auction design, spectrum base price, duration, rationalization plan and any other relevant terms and conditions.
- e) Development of Information Memorandum including license template and assist in conducting spectrum auction as per agreed auction design.

3.3 Deliverables

- 3.3.1. (a) The specific deliverables as per the timelines mentioned in contract agreement i.e. Appendix F of Annexure IV are:
 - i) A report on existing Cellular Sector Analysis with focus on spectrum assignments and past spectrum auctions. Report will include recommendations for spectrum(s) auction and rationalization along with timelines for auction based on international best practices and stakeholder consultation applying technical, commercial and due legal diligence.
 - ii) A report on valuation of Spectrum including base price in 1800 and 2100 MHz with future projections for 3 x years. The determination of base prices shall be done under strict confidence and shall be provided in sealed envelopes to the Client.
 - iii) A report on auction methodology design and process for the spectrum assignment (comprising of spectrum blocks for auction, auction design, spectrum capping, spectrum floor, spectrum rationalization plan, auction participants and other relevant terms and conditions).
 - iv) Prepare recommendations for Government of Pakistan (GoP) based on (i),(ii) and (iii) above including but not limited to base price, duration of assignments, QoS, Coverage, payment terms etc.
 - v) Prepare Information Memorandum including information mentioned at (iv) above but not limited to; detailed auction design methodology , round increments, earnest money, License template; Assist the Authority in developing and issuing necessary clarification as and when

required to the potential bidders; prepare bid documents and other relevant documents ancillary to the auction process.

- vi) Assist in completion of the auction process as per agreed auction methodology.
- b) In order to perform above tasks and complete deliverables:
- i) The Consultant shall submit above mentioned deliverables for approval of the Client separately as per timelines; and shall revise the reports in light of the input received from the Client for approval within next 5 x days.
 - ii) The Consultant shall prepare and provide complete reports of all the above mentioned deliverables in Hard form (3 x copies each), along with soft copies including business and / or econometric models, its manual and background calculations/data, developed or used, during the consultancy.
 - iii) The Consultant shall make presentations to the Client and relevant GoP representatives as and when required.
 - iv) The Consultant shall take into account due consultation with stakeholders, review and consider international best practices, use of analytical/econometrical tools /financial modeling/ sensitivity analysis and its mapping for the telecommunication market of Pakistan.
 - v) All requirements mentioned in Section 3 of this RFP i.e. ToRs shall be part of the deliverables and Consultant shall deliver a final report comprising of all the above mentioned deliverables in Hard & Soft form (3 x copies each).

3.3.2. PAYMENT SCHEDULE

The Client will make the payments to the Consultant in line with the above deliverables. Payments will be made upon acceptance of deliverable by the Client as a completed task. The payment shall be made as per following:

- a) Forty percent (40%) of the CONTRACT price shall be paid upon approval of 1st three deliverable as per para 3.3.1 (a)(i)(ii) and (iii) of RFP.

- b) Twenty percent (20%) of the CONTRACT price shall be paid upon approval of fourth deliverable as per para 3.3.1 (a)(iv) of RFP.
- c) Twenty percent (20%) of the Contract price shall be paid upon approval of 5th deliverable as specified in Para 3.3.1 (a) (v) of RFP.
- d) Twenty percent (20%) of the CONTRACT Price shall be paid within one month of completion of Auction process.

All above payments shall be made subject to satisfactory acceptance of relevant deliverables through acceptance certificate issued by the Client separately as per appendix F of annexure IV.

3.4. Competency & Expertise

3.4.1. The Consultant should possess all expertise and competencies to carry out the assignment and to complete each deliverable to the satisfaction of Client. The Consultant must have experience to perform and conduct similar nature of projects internationally. Technical proposal will be evaluated based on expertise given herein below in accordance with the criteria and manner as specified in Para 5.1 of RFP. The applicants are required to highlight competencies and expertise in following areas including but not limited to:

a) **Technical Expertise**

- i) Experience of consultancy/advisory services in cellular mobile and ICT sectors with special emphasis on Spectrum Auctions, emerging technical trends and regulatory issues.
- ii) Sufficient experience of undertaking projects involving Auction of spectrum and development of related framework as stated in para 3.1 of RFP.
- iii) Proven experience involving direct engagement and in-depth knowledge of regional and international telecom organizations/forums/regulatory bodies/mobile industry.
- iv) Experience in Radio Frequency (*RF*) spectrum management, including analysis, rationalization, planning, charging/pricing, etc.

b) **Legal Expertise:**

- i) Expertise / experience in the development of effective legal instruments in telecom sector such as cellular mobile license template, frameworks, regulations, etc.
 - ii) Expertise in dispute settlement and litigation on regulatory issues including emerging trends in cellular mobile and ICT sectors.
 - iii) Advisory experience on strategy and policy issues identified in Para No. 3.2.1 (scope of work) of this RFP.
- c) **Commercial/Financial Expertise:**
- i) Practical experience and in depth knowledge of commercial/economic matters of modern telecom industry including issues related to international telephony market, pricing/costing, competition, commercial practices, code of conduct, market structures, interconnection, accounting, financing, governance and other operational matters of telecom organizations and operators etc.
 - ii) Extensive experience, in undertaking business, economic, operation, governance and technology strategy analysis for cellular industry and in advisory on the regulations and management of spectrum, licensing and technology issues.
 - iii) Experience of analyzing complex financial scenarios based on diversified costing drivers through the use of advanced modeling techniques and tools.

3.5. Reporting and Time Schedule

- 3.5.1. The Client expects that major issues and assignments can be completed during consultancy period of sixty working days from the signing of the contract. However, the exact timeline for professional consulting services will be mutually agreed with the Consultant after the finalization of work plan / methodology for assignments/tasks.

3.6. Confidentiality, Ethics and Code of Conduct

- 3.6.1. The Consultant shall undertake to maintain complete confidentiality of all the information, facts, proceedings, decisions, and documents etc.
- 3.6.2. The Consultant will also be required to execute a Confidentiality Agreement before starting the assignment.

3.7. Ineligibility and Disqualification

- 3.7.1. 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.
- 3.7.2. The Client reserves the right to disqualify a Consultant if it finds, at any time, that the information submitted by the Consultant concerning his qualifications as Consultant was false and materially inaccurate and incomplete.

3.8. Control of the Consultancy

- 3.8.1. The Consultant will nominate a focal person as liaison officer to act as the primary Point of Contact (PoC) for the Client. The Client will appoint Project Manager for proper coordination and control. The Consultant shall report directly to Project Manager and will discuss issues or take instructions from him/them on matters appropriate to fulfill the requirements of the Consultancy.

4. The Proposal

4.1. Language

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

4.2. Technical Proposal

- 4.2.1. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient of:

- a) Non-refundable Processing Fee as prescribed in Para 4.4.8 of this RFP.
- b) Affidavit that bidder has never been black listed from any Govt. /Semi Govt./ Autonomous body.
- c) Sealed package comprising separately sealed **Technical Proposal** and **Financial Proposal** in sealed envelopes.

- 4.2.2. Subject to initial qualification as per Para 4.2.1 above, evaluation of the technical proposal will start in accordance with Para 5.1.1 and at this stage the financial proposal shall remain unopened.

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

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

- a) A brief description of the Consultant's organization and an outline of recent experience on assignments (Annexure I.B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the expert(s) [*who will be also assigned to this consultancy*], duration of the assignment, contract amount, and Consultant's involvement.
- b) Any comments or suggestions on the ToR (Para 3 of the RFP) and on the data, a list of services, and facilities needed from the Client, if any (Annexure I.C).

- c) A description of the methodology and work plan for performing the assignment as per Scope of Work (Annexure I.D).
- d) The list of experts by their specialty, the tasks that would be assigned to each expert team member, and their timing in case of firm and the organogram of the project team to clearly identify the PoC and its position in the team (*please see* Annexure I.E). However, in case of individual applicants, a list of expert person(s), engaged by the applicant, for accomplishment of consultancy in respective relevant areas would also be required.
- e) Updated CVs of the expert(s) and the authorized representative submitting the proposal (*please see* Annexure I.F). Key information should include number of years worked for the firm/entity and degree of responsibility held in various assignments at least during the last ten (10) years.
- f) At minimum the Consultant may specify visits, in consultation with the Client, for rendering a service with regard to deliverables as specified in Para 3.3.1 of RFP.
- g) The Technical Proposal shall not include any financial information.

4.3. Financial Proposal

- 4.3.1. (a) 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 in accordance with the table as attached at Annexure II.A. Furthermore, Bidders who do not have any presence or representation in Pakistan by any means are also encouraged to apply.

(b) Payment will be made after deduction of applicable taxes on prescribed rates or applicable treaties, as the case may be. The contract price shall be lump sum inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable laws in Pakistan on service companies. Variable rates based on man days, out of pocket expenses or any other variable basis shall not be acceptable. The Client shall evaluate the proposal and the lowest bid shall be awarded maximum marks.
- 4.3.2. Within Pakistan, the Client can help arrange accommodation in hotels at preferred rates to be borne by the Consultant. The Client will provide office space at the Client headquarters, telephone facilities with limited but reasonable

minutes of local and international calls, Internet facilities for local (Pakistan) office.

- 4.3.3. The Consultant shall clearly mention the lump sum bid price in USD with itemized breakup of taxes, levies or any other ancillary costs. Payment will be made in USD or equivalent in designated bank account mentioned in the financial proposal. The local Consultant can only designate account with bank in Pakistan. The equivalent PKR will be calculated on the basis of National Bank of Pakistan TT buying rate and will be transferred in the designated account of the Consultant. Payments will be made after deduction of applicable taxes.
- 4.3.4. The proposal must remain valid for a period of 120 days after bid submission deadline. The Client will make its best effort to complete negotiations within this period. The Client and the Consultant may extend the bid validity period with their mutual consent.

4.4. Submission, Receipt and Opening of Proposals

- 4.4.1. The bid shall be submitted in single stage two envelope manner. The original proposal (comprising of separate **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. The Consultant shall prepare four copies of proposal. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY". If there are any discrepancies between the original and the copies of the proposal, the original proposal will be taken as the correct one.
- 4.4.4. The original, three hard copies and three soft copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". The original and all copies of the Financial Proposal shall be placed in separately sealed envelope clearly marked "Financial Proposal" with the words: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL" clearly written on the envelope. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear: (i) the submission address, (ii) and clearly marked, "CONSULTANCY ON **SPECTRUM AUCTION IN PAKISTAN 2020-21**"

- 4.4.5. The bids shall be submitted in a sealed package 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 (Licensing)
Pakistan Telecommunication Authority
PTA HQs, F-5/1, Islamabad Pakistan
Email: pak-lic@pta.gov.pk
Tel: +92 (51) 2878128 Fax: +92 (51) 2878129
- 4.4.7. The completed **Technical** and **Financial** Proposals must be delivered at the submission address by the date as notified. Proposals must not be submitted later than **30th October, 2020 at 12:00 PM** Pakistan Standard Time (PST). 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 Annexure-I with supporting documents (original and three photocopies along with the soft copy).
 - b) Non-refundable and non-transferable processing fee of USD 500 (or Pak Rupees 86,500) with covering letter. Any of the modes of payment including cheque, pay order, demand draft, wire transfer, Real Time Gross Settlement (RTGS), telegraphic transfer, or direct deposit in PTA's bank account No. NIDA 11-1 maintained at National Bank of Pakistan, Jinnah Avenue Branch, Blue Area, Islamabad can be used.
 - c) If the payment of non-refundable processing fee to the Client is being remitted from abroad, it should be remitted through SWIFT Telegraphic Transfer in the Client's bank account the detail of which is given below:
Title of Bank Account "PAKISTAN TELECOMMUNICATION. AUTHORITY FUND A/C", Bank Account No. 3000942222 (Old No.NIDA 11-1), IBAN No. PK48NBPA1628003000942222 being maintained at National Bank of Pakistan, Jinnah Avenue Branch Code 1628, Blue Area, Islamabad, Pakistan (Swift code NBPAPKKA02I Routing No. 026004721 of National Bank of Pakistan, New York favoring NBP Head Office Karachi A/c No. 005640-4607) under intimation to PTA before opening of technical proposal.

Provided that the applicant shall bear all the remittance charges to ensure credit of full amount of processing fee of USD 500 (or Pak Rupees 86,500).

- d) If the payment of non-refundable processing fee is being made from sources in Pakistan, it should be made only through a Pay Order or Demand Draft or by way of transfer in the Client's bank account the detail of which is given in Para 4.4.8 'c' above, under intimation to the Client before opening of technical proposal.
- e) The Consultant will ensure that nonrefundable processing fee has been transferred to above account by the final date of submission of proposal.
- f) The proposal shall be evaluated in 2 phases: (i) technical and (ii) financial evaluation.
- g) After the deadline for submission of proposals, the Proposals shall be opened by the Client on **30th October, 2020 at 2:30 PM** PST at the Client HQs, F-5/1, Islamabad, Pakistan. Financial Proposals shall remain sealed and deposited with Director General (Licensing) of the Client. Technical proposals shall be opened.
- h) Upon completion of evaluation of Technical Proposals, the Financial Proposal of qualified applicants will be opened in accordance with Section 4.4.

5. Proposal Evaluation

Method of selection will be Quality and Cost Based. The weights given to the Technical and Financial Proposals are:

T = Technical Proposal 80%

F = Financial Proposal 20%

5.1. Evaluation of Technical Proposal

5.1.1 The evaluation committee, appointed by the Client will evaluate the Technical Proposals by assessing the documents submitted with technical proposal based on the evaluation criteria defined below in accordance with the expertise defined in Para No. 3.4. Maximum marks will be given to the proposal using relative marking based on the evaluation criteria defined below:

1	Consultant Experience	35
1.1	Experience in conducting similar studies / assignments in the core areas of spectrum management (during past ten years) with particular reference to : <ul style="list-style-type: none"> - Experience in Telecommunications and Emerging ICT relevant projects. 5 - Spectrum Management/Rationalization projects. 10 - Spectrum Auction Design and Pricing Benchmarking for Operator. 8 - Assignments of Assisting regulators, Government Organizations, international bodies in Formulation of Spectrum Auction Policies and Conduct of Spectrum Auction. 12 	
2.	Proposed Methodology and Work Plan	20
2.1	Timelines of Work Plan 3 Methodology by understanding the objectives of RFP 10	
2.2	Number of Relevant experts assigned by the Consultant for conducting the individual tasks 4	
2.3	Documentation/presentation of the proposal 3	
3.	Consultant Profile - Qualification, Relevance and Competence of the Key Staff assigned for this project	45
3.1	Technical/ Latest ICT Technologies Expert(s)	15

	structures, interconnection, accounting, costing, financing, governance and other operational matters of telecom organizations and operators; b. Experience, in undertaking business, economic, operation, governance and technology strategy analysis for telecom industry and in advisory on the regulations and management of spectrum, licensing and technology issues; c. Experience of analyzing complex financial scenarios based on diversified costing drivers through the use of advanced modeling techniques and tools.	5 5
3.3.2	Overall Assessment based on Qualification, Quality of work and International experience.	5
TOTAL MARKS		100

Note: All supporting documents to be attached with technical proposal to obtain marks.

5.1.3. A Consultant will be declared technically qualified if it obtains 60 marks.

5.1.4. Technical Proposal shall be marked as per following formula:
(80 marks x marks obtained / 100)

5.2. Evaluation of Financial Proposal:

5.2.1. After Technical Proposal Evaluation is completed, the Client shall notify the Consultant whose proposals did not meet the minimum qualifying marks (60) or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened, on request, after completing the selection process. The Client shall simultaneously notify the Consultant(s) that has secured the qualifying marks, 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).

5.2.2. The Financial Proposals shall be opened in the presence of the authorized representatives of the applicants who choose to attend.

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

(20marks x Lowest bid amount / Bid amount to be evaluated)

- 5.3. The name of the Consultant, the technical evaluation scores, and the financial evaluation scores shall be read aloud and recorded. The Committee of the Client shall prepare minutes of the financial bid opening session.
- 5.4. The contract shall be awarded to the Consultant obtaining the highest marks after technical and financial evaluation. In case two or more bidders obtain equal marks, the contract shall be awarded to the Consultant offering the lowest price.

6. Contract Negotiations

- 6.1. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), adequacy of experts and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultant will then work out final Terms of Reference, and bar charts indicating activities, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.2. Having selected the Consultant and before entering into a contract agreement, the Client may expect to negotiate the technical aspects other than financials of a contract agreement. Before contract negotiations, the Client will require assurances that the experts will be actually available for preparation of relevant consultancy reports/proposals and for development/modification of legal instruments. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key experts were offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.3. The contract negotiations will conclude with a review of the draft contract agreement. To complete negotiations, the Client and the Consultant will sign the agreed contract. If negotiations fail, the Client will invite the next ranked qualified Consultant to negotiate a 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.
- 6.4. Negotiations with the Consultant as mentioned in clauses 6.1 to 6.3 above will be made in accordance with the applicable rules and regulations issued under the provisions of Public Procurement Regulatory Authority Ordinance, 2002

7. Award of Contract

7.1. Commencement of Assignment:

- 7.1.1. The contract will be lump sum contract as defined in sub-regulation 8(e)(i) of PPRA Consultancy Service Regulations 2010.
- 7.1.2. The contract will be awarded after the contract negotiations. The assignment is expected to commence immediately upon Effective Date of Contract.

7.2. The Client's Rights in respect of RFP:

- 7.2.1. Confidentiality: Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultant who submitted the proposals or to other persons not officially concerned with the process, until the successful Consultant has been notified that it has been awarded the contract.
- 7.2.2. Bid Validity: Bids must remain valid for 120 days after the submission date. Should the need arise, however, the Consultant may be requested to extend the validity period of their bids. The Consultant who agrees to such extension shall confirm that their financial bids remain unchanged during the extended bid validity period.
- 7.2.3. Fees & Payment: The successful Consultant would be paid the fee, as per the Schedule of Payments given in the Contract, within a month of the receipt of original invoice by the Client from the Consultant. The payment will be made in USD or equivalent in Pak Rupees. No payment other than a payment as agreed in the agreement shall be made for any charge or expenditure.
- 7.2.4. The Client reserves the right to accept or reject any proposal as per Rule 38 & 33 of Public Procurement Rules. 2004.
- 7.2.5. The Client reserves the right to modify terms and conditions of the contract which shall be granted to the successful Consultant after the bidding process, if in the opinion of the Client, it is necessary or expedient to do so in the public interest or interest of the security of the State.
- 7.2.6. The Client reserves the right to 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 Guarantee:**

7.3.1. **Performance Bank Guarantee (PBG)**, a PBG from a bank having credit rating of atleast AA+ in the prescribed format for an amount equal to 10 percent of the bid/contract price in USD or equivalent PKR, on the date of calling of the guarantee, before signing the contract. For the purpose of Bank Guarantee, the bid/contract price will mean the total bid amount as provided in Para No. 4.4.3. If the PBG is from a bank outside Pakistan, the Consultant shall arrange to provide Client counter guarantee from a local bank in Pakistan having a credit rating of at least AA⁺. On satisfactory completion of assignment, this PBG shall be released. The Proforma of PBG is enclosed at Annexure II-B.

7.3.2. **Corporate Guarantee (CG)**: The successful Consultant should also submit, a Corporate Guarantee on its own letter head, and duly signed by the directors (Owners) of the firm/Company, duly ratified by all owners of the Consultant firm or the full board of the Consultant, as the case may be, in a general meeting convened for this purpose to back up the PBG submitted by the Client from a bank having credit rating of at least AA+. This CG should be in the prescribed format for an amount equal to 10 percent of the contract price in USD before signing the contract for carrying out the assignment. The Proforma of corporate guarantee for back up of PBG is enclosed at Annexure II.C.

7.4. **Award of Contract:**

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

7.5. **Force - Majeure:**

7.5.1. If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion,

sabotage, Act of State or direction from Statutory Authority, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Consultant), fire, floods, natural calamities or any act of GOD (*hereinafter referred to as "Event"*), provided notice of happenings of any such Event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the Government as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may, at his option terminate the contract.

7.6. Arbitration:

- 7.6.1. In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be settled amicably within fifteen (15) days. However, in the event, the dispute cannot be settled amicably within fifteen (15) days after receipt by one Party on the other Party's request, the same may be referred to sole arbitration of the Government of Pakistan, (*hereinafter referred to as "the arbitrator"*) and if the Government of Pakistan is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Government. The agreement to appoint an arbitrator will be in accordance with the Arbitration Act, 1940. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof or any rules made thereof.
- 7.6.2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration Act, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Para.
- 7.6.3. The venue of the arbitration proceeding shall be the office of the Client or such other place as the arbitrator may decide.

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

7.7. Conflict of Interest:

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

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

7.8. Integrity Pact:

7.8.1 An 'Integrity Pact' has to be signed by the selected Consultant. Format of the Integrity Pact is placed at appendix E of Annexure IV.

ANNEXURE-I

Annexure I.A Covering Letter (To be placed in Main Envelope)

List of Technical Proposal Forms

Annexure I.B The Consultant'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 (Licensing)
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 along with non-refundable application processing fee of USD 500 (or Pak Rupees 86,500), 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

Relevant Consultancy Services Carried Out That Best Illustrate Qualifications

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

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

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

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

Note: Supporting documents including award of contract, completion certificates etc may also be attached.

Firm’s Name: _____

Annexure I. C 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.

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

(To be filled in by the Consultant)

Annexure I. E Team Composition and Task Assignments

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

**Annexure I. F CVs of Professional Staff assigned for this Project
Format of Curriculum Vitae (CV)**

(It should be completed for each team member)

Role in the Consultancy: _____

Name of Staff: _____

Name of Firm: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

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

Consultancy Assignment Completed:

Employment Record:

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

Consultancy Assignment completed:

Give an outline of the task pertinent to the subject assignment details or similar projects 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: _____

Annexure I. G Consultancy Projects

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

Note: Supporting documents including award of contract, completion certificates etc may also be attached.

Annexure II List of Financial Proposal Forms

- Annexure II.A Proposal Submission Form**
- Annexure II.B Performance Bank Guarantee Form**
- Annexure II.C Corporate Guarantee Form for PBG**

Annexure II.A Financial Proposal Submission Form

[Location, Date]

To:

Director General (Licensing)
Pakistan Telecommunication Authority
PTA HQs, F-5/1, Islamabad Pakistan

Sir,

I/We, the undersigned, offer to provide the **SPECTRUM AUCTION IN PAKISTAN 2020-21** in accordance with your Request for Proposal and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of USD [Amount in USD words and figures]. The amounts are inclusive of all applicable taxes in Pakistan.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., [Date].

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 II. B Performance Bank Guarantee Form

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]* are providing Performance Guarantee for *[Consulting firm/Consultant]* (hereinafter called "the Consultant") who has entered into CONTRACT No. *[Reference number of the CONTRACT]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of **SPECTRUM AUCTION IN PAKISTAN 2020-21** (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 10% of the total CONTRACT Price is to be inserted here as defined at Para No. 4.4.2) is to be made against the performance obligations of the Consultant.

We *[name of Bank]* hereby irrevocably, unconditionally and continuingly guarantee without recourse to the Client, and undertake to pay to the Client any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words only]*) (the amount equal to 10% of the total CONTRACT Price is to be inserted here as defined at Para No. 4.4.2) upon receipt by us of Client's first demand in writing accompanied by a written statement stating that "the Consultant" is in breach of their obligations under the CONTRACT.

[Signature]

Counter 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 counter guaranteed by a local bank in Pakistan with a credit rating of at least AA+.

Annexure II.C 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. *xxxxxxx* dated *day month 20xx* with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of services for **SPECTRUM AUCTION IN PAKISTAN 2020-21** (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 Islamabad, Pakistan in respect of any legal action or proceeding commenced in respect of this guarantee.

5. This guarantee will expire after one month of issuance of satisfactory completion certificate by the Client, in writing, 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 Conflicting Activities and Declaration

Information Regarding any Conflicting Activities and Declaration Thereof

[Location, Date]

Are there any activities carried out by the Consultant that may give rise to conflict of interest in any manner with reference to RFP and allied documents?

If yes, please furnish details of any such activities.

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of the Consultant:

Address:

Annexure IV CONTRACT AGREEMENT

CONSULTANCY FOR SPECTRUM AUCTION IN PAKISTAN 2020-21

(LUMP-SUM Based on completion of work products as defined in Clause ____)

Between

Pakistan Telecommunication Authority (PTA)

and

----- Name of Consultant

_____, 2020

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

I. Form of CONTRACT

Lump-Sum

This CONTRACT, for procuring and providing Consultancy services for **SPECTRUM AUCTION IN PAKISTAN 2020-21** (hereinafter called the “CONTRACT”), as an integral part of the Request for Proposal (RFP), is made on this ____ day of _____, 2020 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 successors 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; and
- 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 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: -----

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 Provisions

1.1. Definitions	Unless the context otherwise suggests: a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan from time to time. b) “CONTRACT” means the CONTRACT signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC and the Appendices). c) “CONTRACT Price” means the total price to be paid for the performance of the SERVICES, in accordance with Clause 6; d) “Effective Date” means the date on which this CONTRACT comes into force and effect pursuant to Clause 2.1 of GC. e) “GC” mean the General Conditions of this CONTRACT. f) “Federal Government” means the Federal Cabinet g) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. h) “Personnel” means and includes qualified professional experts in their field respectively for the performance of the SERVICES or any part thereof. i) “RFP” means the ‘Request for Proposal’ issued by the Client on _____, 2020 for hiring of the Consultant for <u>SPECTRUM AUCTION IN PAKISTAN 2020-21.</u> j) “Services” means the work to be performed by the Consultant pursuant to this CONTRACT and the RFP, as described in Appendix A and all other obligations to be performed by the Consultant under this CONTRACT, including such Additional Services as may be agreed hereto.
1.2. Law Governing CONTRACT	This CONTRACT shall be construed and enforced according to the Laws of Pakistan and any dispute under this CONTRACT must be brought in the courts of Islamabad, Pakistan and not in any other court.

<p>1.3. Language</p>	<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>
<p>1.4. Notices</p>	
<p>1.4.1.</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 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"> a) on the day it is delivered, if delivered by hand; b) the day it is sent, if sent by facsimile, e-mail or telex; c) 5 days after the date of posting, if sent by registered post/courier. <p>The addresses are:</p> <p>Client: Pakistan Telecommunication Authority, PTA Headquarters Building, F-5/1, Islamabad, Pakistan.</p> <p>Attention: Director General (Licensing), PTA</p> <p>Tel : +92-51-2878128</p> <p>Facsimile: +92-51-2878129</p> <p>E-mail: pak-lic@pta.gov.pk</p> <p>Consultant: _____</p> <p>ADDRESS: _____</p> <p>Authorized Representative: _____</p> <p>Attention: _____</p> <p>Tel: + _____</p> <p>Cell: + _____</p> <p>Facsimile: + _____</p> <p>E-mail: _____</p>
<p>1.5. Location</p>	<p>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</p>

	<p>specified, at such locations, whether in Pakistan or elsewhere, as the Client may require or approve. At minimum the Consultant may specify three visits for rendering a services with regard to deliverable 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.</p>
<p>1.6. Authorized Representatives</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</p> <p>The Authorized Representatives are:</p> <p>For the Client: -----</p> <p>For the Consultant:</p> <p>1. _____, 2. _____</p>
<p>1.7. Taxes and Duties</p>	<p>The Consultant shall pay, or the Client shall deduct and pay on behalf of Consultant at the time of payment, all taxes, duties, fees, levies and other impositions levied under the applicable Laws of Pakistan as specified in this clause read with GC clause 5.2.</p> <p>Any taxes, duties, fees, levies and other impositions that may be levied by the Government after signing of this CONTRACT shall be deducted (if required) from the payments to the Consultant as per applicable laws of Pakistan.</p> <p>Payment to local Consultant shall be linked with Active Taxpayer Status (ATL) as required under regulation 2(2) of PPRA Eligible Bidders (Tax Compliance) Regulations 2015. Application of taxes for foreign Consultant shall be dealt in accordance with applicable Double Taxation Treaty, otherwise, as per applicable laws.</p> <p>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.</p>

<p>1.8. Fraud and Corruption</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 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).</p> <p>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>1.8.1 Definitions</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"> a) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; b) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; e) “obstructive practice” is <ul style="list-style-type: none"> i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

	<p>ii) acts intended to materially impede the Client’s inspection and audit rights provided for under Clause 3.8.</p> <p>f) “Continued Delaying practice” is a practice observed by the Client whereby the Consultant is found deliberately delaying the deliverables as identified in the RFP/CONTRACT when compared against the services timeline of the RFP/CONTRACT.</p>
1.8.2 Measures to be Taken	<p>The Client:</p> <p>a) will cancel the CONTRACT if it determines at any time that Consultant or any of its experts for performance of SERVICES under this contract were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the CONTRACT;</p> <p>b) will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any CONTRACT if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, this CONTRACT;</p>
1.9.	The headings in this Contract are for reference purposes only and shall not affect the meaning or construction of the clauses to which they relate.
1.10.	Any reference in this Contract to the singular shall include reference to the plural and vice versa unless the context otherwise requires.
1.11.	References to clauses and Appendices are references to clauses and Appendices to this Contract, unless the context otherwise requires.
1.12.	References to any statute, statutory instrument, regulation, legislation or ordinance (whether of Federal or Provincial level) shall be interpreted as a reference to the same as amended by any subsequent variation, modification or re-enactment.
1.13.	In the event of any conflict or inconsistency between the clauses and Appendices of this Contract, the former shall prevail.

2. Commencement, Completion, Modification and Termination of CONTRACT

2.1. Effectiveness of CONTRACT	<p>The Commencement date of this CONTRACT Shall be the date of execution of this contract.</p> <p>The Effective Date is _____, 2020.</p>
2.2 Commencement of Services	The Services shall commenced by the Consultant on the Effective Date and shall subject to termination as provided below, continue during the terms of the Contract.

<p>2.3 Expiration of CONTRACT</p>	<p>The time period for completion of the SERVICES shall be 60 working days (as defined in Appendix F) from the effective 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>2.4 Modifications or Variations</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>2.5 Force Majeure</p>	
<p><i>2.5.1 Scope of Force Majeure</i></p>	<p>For the purposes of this CONTRACT, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the CONTRACT impossible or so impractical as to be considered impossible under the circumstances.</p>
<p><i>2.5.2 No Breach of CONTRACT</i></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 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.</p>
<p><i>2.5.3 Extension of Time</i></p>	<p>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.</p>
<p>2.6 Termination</p>	
<p><i>2.6.1 By the Client</i></p>	<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>

	<p>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.</p> <p>b) If the Consultant becomes insolvent or bankrupt.</p> <p>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.</p> <p>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.</p> <p>e) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>f) If the Client, in its sole discretion and for any reason 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>2.6.2 By the Consultant</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>2.6.3 <i>Payment upon Termination</i></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>2.6.4 <i>Liquidated Damages</i></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> <p>If the Services are not provided in the agreed time as specified in this contract 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 penalty shall not exceed 20% of the amount of the CONTRACT.</p> <p>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.</p>

3. Obligations of the Consultant

3.1 General	
3.1.1 <i>Standard of Performance</i>	The Consultant shall perform the Services, with due diligence, skill, professionalism efficiency with professional standards, observing sound management practices, materials and methods. The Consultant shall always act, in respect of any matter relating to this CONTRACT or to the Services. And shall at all times support and safeguard the Client’s legitimate interests in any dealings with third Parties.
3.2 <i>Conflict of Interests</i>	The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.
3.2.1 <i>Consultant not to Benefit from Commissions, Discounts, etc.</i>	The payment of the Consultant pursuant to Clause GC 6 shall constitute the payment in connection with this CONTRACT and the Services only, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment(s) in connection with activities pursuant to this CONTRACT or to the Services or in the discharge of its obligations under the CONTRACT, and the Consultant shall use its best efforts to ensure that the Personnel, representatives, and agents of any of the Party to this Contract shall not receive any such additional payment(s)
3.2.2 <i>Consultant and Affiliates not to be otherwise interested in Project</i>	The Consultant agrees that, during the term of this CONTRACT and after its termination, the Consultant and any entity affiliated with the Consultant, shall be barred/restricted from providing any goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of this Contract.
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate or disclose to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as specified below; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

	<p>The risks and the coverage shall be:</p> <ul style="list-style-type: none"> a) Professional Liability for an amount not less than the CONTRACT Price; and b) 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>3.5 Consultant's Actions Requiring Client's Prior Approval</p>	<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"> a) entering into a subcontract for the performance of any part of the Services; b) appointing such members of Personnel, in addition to and not listed by name in Appendix C; and c) The Consultant shall not provide 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.
<p>3.6 Reporting Obligations</p>	<ul style="list-style-type: none"> 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). b) Final reports shall be delivered on CD ROM and USB in addition to the hard copies specified in said Appendix.
<p>3.7 Documents Prepared by the Consultant to be the Property of the Client</p>	<ul style="list-style-type: none"> 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. b) The Consultant shall not use these documents and data from the Licensing Framework for purposes unrelated to this CONTRACT without the prior written approval of the Client.

3.8 Accounting, Inspection and Auditing	<p>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.</p>
3.9 Integrity Pact	<p>The Consultant shall sign an ‘Integrity Pact’ in the form as set forth in appendix E of this contract.</p>

4. Consultant’s PERSONNEL

4.1 Description of Personnel	<p>The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.</p>
4.2 Removal and/or Replacement of Personnel	<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

5.1 Assistance and Exemptions	The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as possible for the Client.
5.2 Change in the Applicable Law related to taxes and duties	If, after the date of this CONTRACT, there is any change in applicable laws with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this CONTRACT shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2. The applicable changes will only take effect when reduced to writing and signed by both the parties.

6. Payments to the Consultant

6.1 Lump-Sum Payment	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 price 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 if the Parties have agreed to additional payments.
6.2 CONTRACT Price	a) Total Contract price inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable law in Pakistan in USD is _____/- only).
6.3 Terms and Conditions of Payment	<p>Payments shall be made to the Consultant in accordance to the following schedule:</p> <ul style="list-style-type: none"> a) Forty percent (40%) of the CONTRACT price shall be paid upon approval of 1st Three deliverable as per para 3.3.1 (a)(i)(ii) and (iii) of RFP. b) Twenty percent (20%) of the CONTRACT price shall be paid upon approval of fourth deliverable as per para 3.3.1 (a)(iv) of RFP. c) Twenty percent (20%) of the Contract price shall be paid upon approval of 5th deliverable as specified in Para 3.3.1 (a) (v) of RFP. d) Twenty percent (20%) of the CONTRACT Price shall be paid within one month of completion of Auction process.

	<p>All above payments shall be made subject to satisfactory acceptance of relevant deliverables through acceptance certificate issued by the Client separately as per appendix F of annexure IV.</p> <p>The payment shall be made after the conditions listed for such payment have been met, and the Consultant has submitted the invoice with company stamp to the Client after approval of the corresponding reports/deliverables by Client, inclusive of all taxes and duties specifying the amount due. For the purpose of this contract, payment shall be considered having been made/effectuated, when the Client has delivered irrevocable payment instructions to its bank with copy for information to the Consultant has been provided.</p> <p>The Consultant is further required to submit a Performance Bank Guarantee for an amount equal to 10% 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 D hereto, and submitted on a judicial stamp paper as the Client shall have approved in writing. In case the Performance Bank Guarantee (PBG) cannot be en-cashed for any reason, the Consultant is liable to pay the amount of PBG to the Client. The Consultant shall also provide Corporate Guarantee to cover the PBG.</p> <p>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 6.3. 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>
<p>6.4 Remedial Work and Payments</p>	<p>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.</p>

7. Good Faith

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this CONTRACT and to adopt all reasonable measures to ensure the realization of the objectives of this CONTRACT.
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8. GENERAL

8.1 Amicable Settlement of Disputes	<p>Disputes shall be settled by arbitration in accordance with the provisions of the Arbitration Act, 1940 of Pakistan, at Islamabad Pakistan.</p> <p>The parties agree that this dispute resolution mechanism shall exclude all other modes of National or International dispute resolution.</p>
8.2 Dispute Resolution	<p>In the event of any question, dispute or difference arising pursuant to this CONTRACT the same shall be settled amicably within fifteen (15) days. However, in the event, the dispute cannot be settled amicably within fifteen (15) days after receipt by one Party on the other Party's request, the same may be referred to sole arbitration of the Government of Pakistan, (<i>hereinafter referred to as "the arbitrator"</i>) and if the Government of Pakistan is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Government. The agreement to appoint an arbitrator will be in accordance with the Arbitration Act, 1940. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof or any rules made thereof.</p> <p>The parties agree that this dispute resolution mechanism will exclude all other modes of National or International dispute resolution.</p> <p>If dispute resolution between the Client and the Consultant without involving a 3rd party goes beyond 90 days and is decided in favor of the Consultant, the interest will be paid at the rate of LIBOR + 3% per annum.</p>
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:	<p>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.</p> <p>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.</p> <p>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.</p>
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 IV
DESCRIPTION OF SERVICES

1. The Objectives of this Consultancy are:
 - a) To devise strategy for available spectrum auction in Pakistan in 1800 and 2100 MHz in the light of international best practices suited for Pakistan's Telecom market. "Spectrum Auction Pakistan 2020-21" is focused on regulatory consistency for the investors, mobile broadband proliferation, and future sustainability of Cellular Mobile Communication Sector with an overall economic growth of Pakistan.
 - b) Spectrum Pricing Benchmarks for 1800 and 2100 MHz bands with the future projections of next 3 x years, targeting to achieve overall economic growth and incentivize foreign investment, considering impact of past auctions, renewals and other relevant factors.
 - c) Spectrum Rationalization / Re-adjustment Plan (850, 900, 1800 & 2100 MHz) with an objective to maximize efficient spectrum utilization in line with international best practices for spectrum assignments. The aim will be to assign spectrum in a manner to make block size of contiguous frequencies by re-farming existing assignments to make standardized block sizes.
 - d) Transparent and competitive spectrum auction plan with an optimal outcome, promoting mobile broadband proliferation, growth of cellular services and preventing collusion among the bidders.

The aforesaid objectives of the consultancy hereinafter referred as "SPECTRUM AUCTION IN PAKISTAN 2020-21" collectively.

2. The scope of work shall include the following:
 - a) Conduct study / assessment of the available / assigned spectrum in 1800 and 2100 MHz in Pakistan; international best practices on spectrum auctions and assignments keeping in view the aspects as mentioned at para 1 above.
 - b) Spectrum Pricing Benchmarks for 1800 and 2100 MHz bands with the future projections of next 3 x years.
 - c) Consultation with the relevant stakeholders including Cellular Mobile Operators, MoIT&T and FAB HQs to assess the telecom market; its regulatory, financial and technical opportunities / challenges as specified at para 1 above.

- d) Development of Policy Recommendations for **Spectrum Auction Methodology** comprising auction design, spectrum base price, duration, rationalization plan and any other relevant terms and conditions.
 - e) Development of Information Memorandum including license template and assist in conducting spectrum auction as per agreed auction design.
3. a) The specific deliverables as per the timelines mentioned in contract agreement are:
- i) A report on existing Cellular Sector Analysis with focus on spectrum assignments and past spectrum auctions. Report will include recommendations for spectrum(s) auction and rationalization along with timelines for auction based on international best practices and stakeholder consultation applying technical, commercial and due legal diligence.
 - ii) A report on valuation of Spectrum including base price in 1800 and 2100 MHz with future projections for 3 x years. The determination of base prices shall be done under strict confidence and shall be provided in sealed envelopes to the Client.
 - iii) A report on auction methodology design and process for the spectrum assignment (comprising of spectrum blocks for auction, auction design, spectrum capping, spectrum floor, spectrum rationalization plan, auction participants and other relevant terms and conditions).
 - iv) Prepare recommendations for Government of Pakistan (GoP) based on (i),(ii) and (iii) above including but not limited to base price, duration of assignments, QoS, Coverage, payment terms etc .
 - v) Prepare Information Memorandum including information mentioned at (iv) above but not limited to; detailed auction design methodology (online or manual), round increments, earnest money, License template; Assist the Authority in developing and issuing necessary clarification as and when required to the potential bidders; prepare bid documents and other relevant documents ancillary to the auction process.
 - vi) Assist in completion of the auction process as per agreed auction methodology.
- b) In order to perform above tasks and complete deliverables:
- i) The Consultant shall submit above mentioned deliverables for approval of the Client separately; and shall revise the reports in light of the input received from the Client for approval within next 15 days.

- ii) The Consultant shall prepare and provide complete reports of all the above mentioned deliverables in Hard & Soft form (3 copies each).
 - iii) The Consultant shall make presentations to the Client and relevant GoP representatives as and when required.
 - iv) The Consultant shall take into account due consultation with stakeholders, review and consider international best practices, use of analytical/econometrical tools /financial modeling/ sensitivity analysis and its mapping for the telecommunication market of Pakistan.
 - v) All requirements mentioned above i.e. ToRs shall be part of the deliverables and Consultant shall deliver a final report comprising of all the above mentioned deliverables in Hard & Soft form (3 copies each).
4. Physical presence of Consultant(s) in Islamabad is required for meetings/discussions to submit a report and deliver presentation to the Client on completion of deliverable mentioned in para 1 above. The Consultant will deliver presentation or carryout discussion through Video Conference as and when required by the Client. Visits other than aforesaid three visits will be decided with mutual understanding of the Client and the Consultant.

APPENDIX B OF ANNEXURE IV

REPORTING REQUIREMENTS

- a) The proposal and the Contract between the Client and the Consultant shall include specific sequencing and timing of each task and any other necessary sub tasks.
- b) The Consultant shall update the Client on weekly basis about the project status.
- c) The Consultant shall submit three (3) copies of the Final Report at the end of the assignment along with soft copies including business and / or econometric models its manual and background calculations/data, developed or used, during the consultancy.
- d) The Report shall be considered final, after it has been accepted by the Client. It shall be both in the print form and supported by soft copies of deliverables, and simulation models, if any.
- e) As and when required, during the consultancy, Power Point presentations may be required to be made.
- f) The Consultant will hold a workshop in addition to the meetings with the representation of the Client and stakeholders.

APPENDIX C OF ANNEXURE IV
KEY PERSONNEL

APPENDIX D OF ANNEXURE IV
FORM OF PERFORMANCE BANK GUARANTEE

Note: See Clause GC 6.3

Performance Guarantee for Performance Obligations

_____ *[On a legal document/stamp paper]*

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

Date: _____

We *[name of Bank]* are providing Performance Guarantee for *[Consulting firm/Consultant]* (hereinafter called "the Consultant") who has entered into CONTRACT No. *[Reference number of the CONTRACT]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of **SPECTRUM AUCTION IN PAKISTAN 2020-21** (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 10% of the total CONTRACT Price is to be inserted here as defined at Para No. 4.4.2) is to be made against the performance obligations of the Consultant.

We *[name of Bank]* hereby irrevocably, unconditionally and continuingly guarantee without recourse to the Client, and undertake to pay to the Client any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words only]*) (the amount equal to 10% of the total CONTRACT Price is to be inserted here as defined at Para No. 4.4.2) upon receipt by us of Client's first demand in writing accompanied by a written statement stating that "the Consultant" is in breach of their obligations under the CONTRACT.

[Signature]

Counter 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 counter guaranteed by a local bank in Pakistan with a credit rating of at least AA+.

The expiry date of this guarantee will be six months from the start date of the consultancy.

APPENDIX E OF ANNEXURE IV

INTEGRITY PACT

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]

APPENDIX F OF ANNEXURE IV
PROJECT WORK PLAN

S. No.	Milestone	No of days to complete tasks
Start Date		*T0
1	A report on existing Cellular Sector Analysis with focus on spectrum assignments and past spectrum auctions. Report will include recommendations for spectrum(s) auction and rationalization along with timelines for auction based on international best practices and stakeholder consultation applying technical, commercial and due legal diligence.	T1=T0+20
2	A report on valuation of Spectrum including base price in 1800 and 2100 MHz with future projections for 3 x years. The determination of base prices shall be done under strict confidence and shall be provided in sealed envelopes to the Client.	T2=T0+30
3	A report on auction methodology design and process for the spectrum assignment (comprising of spectrum blocks for auction, auction design, spectrum capping, spectrum floor, spectrum rationalization plan, auction participants and other relevant terms and conditions).	T3=T0+40
4	Prepare recommendations for Government of Pakistan (GoP) based on (i),(ii) and (iii) above including but not limited to base price, duration of assignments, QoS, Coverage, payment terms etc.	T4=T3+5
5	Prepare Information Memorandum including information mentioned at (iv) above but not limited to; detailed auction design methodology (online or manual), round increments, earnest money, License template; Assist the Authority in developing and issuing necessary clarification as and when required to the potential bidders; prepare bid documents and other relevant documents ancillary to the auction process.	T5=T4+10
6	The Consultant shall submit a final report comprising of all the above mentioned deliverables in Hard & Soft form (3 copies each) as required in appendix A of this contract, in light of the input received from the Client for approval.	T6=T5+5
7	Assist in completion of the auction process as per agreed auction methodology.	At the time of Auction
Total Days		T=T0+60

NOTE: For the purpose of clarification of the timelines given herein above, working days (60) for this consultancy will exclude the time taken by the Client to approve the individual deliverables and a maximum of 5 working days per deliverable to rectify deficiencies by the Consultant.

**APPENDIX G OF ANNEXURE IV
CORPORATE GUARANTEE FOR PERFORMANCE BANK GUARANTEE**

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

Date: *Day Month 2020*

1. We *Name of the Consultant* (hereinafter called the "Consultant") have entered into CONTRACT No. *xxxxxxx* dated *day month 2020* with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of Consultancy services for **SPECTRUM AUCTION IN PAKISTAN 2020-21** (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 Islamabad, Pakistan in respect of any legal action or proceeding commenced in respect of this guarantee.

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

For and on behalf of Consultant

Name of the Consultant

(Signature)

1. Name: _____

Designation: _____

CNIC (if applicable): _____

(Signature)

2. Name: _____

Designation: _____

CNIC (if applicable): _____

Witnesses:

(Signature)

1. Name: _____

Designation: _____

Organization: _____

CNIC (if applicable): _____

(Signature)

2. Name: _____

Designation: _____

Organization: _____

CNIC (if applicable): _____