
REQUEST FOR PROPOSAL

HIRING OF CONSULTANT(S)/CONSULTING FIRM

FOR

**MARKET ASSESSMENT FOR AUCTION OF SPECTRUM FOR NEXT
GENERATION MOBILE SERVICES (NGMS) IN PAKISTAN (2015)**

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Section1. INTRODUCTION

1.1 Pakistan Telecommunication Authority (PTA), 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. It regulates the establishment, operation and maintenance of telecommunication systems and the provision of telecommunication services in Pakistan. It is empowered to undertake consultancy on such terms and conditions as it may determine for licensing radio frequency spectrum for any telecommunication system and service, as it may from time to time specify.

1.2 Further to the strategic vision of PTA to create a fair regulatory regime to promote investment, encourage competition, protect consumer interest and ensure high quality Information & Communication Technology (ICT) services, PTA is in the process of appointing CONSULTANT(S)/CONSULTING FIRM(S), hereinafter referred to as the "CONSULTANT", for the market assessment of NGMS Spectrum auction in 3GPP Band 5 (850 MHz) and Band 3 (1800 MHz) in Pakistan. Request for Proposal (RFP) is invited on the basis of the terms and conditions detailed herein below, for which requisite evidence and details shall be provided along with the proposal. The objectives of this consultancy include but are not limited to the following:

Undertake a comprehensive assessment of Pakistan's Telecom market place in terms of uptake, profitability, competitiveness and consumer choice of deployed mobile broadband technologies to determine viability and mode of further auction of Spectrum for NGMS available with the government, and to develop a comprehensive report that acts as a guideline for PTA to conduct the auction of the Spectrum.

1.3 PTA shall follow the Public Procurement Regulatory Authority Ordinance, 2002, and all Rules and Regulations made there under for procurement of this consultancy. Relevant legislation in this regard is available at (www.ppra.org.pk).

Section2. INFORMATION FOR CONSULTANTS

2.1 PTA, an independent Telecom Regulator in Pakistan, formed in 1996 through the Act has the responsibility to undertake License/Spectrum auctions in the light of the Policy framework devised by the Government of Pakistan (GoP) under Section 8 of the Act. The Act is available on the PTA website at: <http://www.pta.gov.pk>. In order to facilitate PTA in the market assessment process, the Authority has decided to hire a CONSULTANT of international repute with direct relevant experience (proved through references) to help PTA accomplish its task within the prescribed time. PTA will select a CONSULTANT after an open transparent bidding process, in accordance with ‘Quality and Cost Based Selection’ method.

2.2 The CONSULTANTS are invited to submit a sealed package containing Technical Proposal and a 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.

2.3 The costs of preparing the proposal and of negotiating the contract, including a visit to Pakistan, are not reimbursable as a direct cost of the assignment.

2.4 PTA is not bound to accept any of the proposals submitted, however, upon request, ground of rejection of bid, shall be communicated to the CONSULTANT.

2.5 PTA requires that CONSULTANT provides professional, objective, and impartial advice and at all times hold the GoPs interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. CONSULTANT shall not be hired for any assignment that would be in conflict with their current obligations to other governments, any GoP office, or that may place them in a position of not being able to carry out the assignment in the best interest of Pakistan.

2.6 Without limitation to the generality of the above, CONSULTANT shall not be hired under the circumstances set forth below:

- a. The CONSULTANT, who has been engaged within Pakistan or by anyone outside Pakistan to provide goods or services for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, CONSULTANT hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or services related to the initial assignment (other than a continuation of it’s earlier consulting services) for the same project.
- b. CONSULTANT or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the CONSULTANT.

Section 3. TERMS OF REFERENCE

3.1 BACKGROUND

Recognizing the importance of mobile broadband in the rapid economic and social growth and considering the demand of additional spectrum for the industry in Pakistan, PTA auctioned spectrum for NGMS in April 2014. The auction was successfully completed with the assignment of licenses for 3G and 4G services (in 2100 MHz and 1800 MHz bands respectively). Details of spectrum sold to each mobile operator can be found on PTA website (www.pta.gov.pk).

Pakistan presents a huge growth opportunity for telecom infrastructure and solution providers given a large population of 188 million, increasing use of mobile services and the recent rollout of mobile broadband services i.e. NGMS with 3G and 4G licenses. Independent studies and research show that mobile users in Pakistan increasingly demand high-speed mobile broadband and significantly improved network coverage across the country.

In the auction completed in April 2014, one frequency slot remained un-sold in 1800 MHz band and one in 850 MHz band.

In a bid to further proliferate broadband services in Pakistan, PTA intends to conduct a comprehensive market evaluation/assessment to clearly determine the market demand of spectrum, its base price and market value, and the best timeline to carry out further auction of spectrum.

3.2 OBJECTIVES OF CONSULTANCY

The objective of this Consultancy is to undertake a comprehensive assessment of Pakistan's Telecom market place in terms of uptake, profitability, competitiveness and consumer choice of deployed mobile broadband technologies to determine viability and mode of further auction of Spectrum for NGMS available with the government, and to develop a comprehensive report that acts as a guideline for PTA to conduct the auction of the Spectrum.

3.3 SCOPE OF WORK

The mandate of the Consultant shall include but is not limited to the following list of services / tasks etc.

- a. Thoroughly conduct requisite independent market evaluation/assessment.
- b. Industry consultation with the existing operators to access the market potential.
- c. Consultation with potential new investors to access the market potential.
- d. Technical and commercial evaluation of the available spectrum to be offered with a view to ensure optimal use of the scarce resource (spectrum) for the country.
- e. Spectrum valuation to determine the market value of the spectrum, the base price, block size using appropriate tools such as econometric /analytical models and international market analysis.

- f. Recommendations of the consultant for the true value of spectrum and appropriate base price.
- g. Determine the current market demands of spectrum in each slot/s offered and propose the best timelines for auction in consideration of current and future market demands.
- h. Develop appropriate responses/clarification to the technical / financial / legal concerns of stakeholders in consultation with PTA.
- i. Point out regulatory issues if any and suggest best possible solutions based on International best practices to enhance the comfort level of the stakeholders.
- j. To make presentations / briefings for information as and when required by PTA.
- k. Conduct technical, commercial and legal due diligence related to the proposed assignment including review of the documents, processes and all other matters ancillary thereto.
- l. Develop a comprehensive report with a concise Executive Summary covering all important aspects that acts as a guideline for PTA to conduct the auction of the Spectrum.

3.4 DELIVERABLES

3.4.1 The Specific deliverables as per timelines mentioned at Annex III are:-

- a. To devise strategy for conducting market assessment and get the document approved by PTA to execute the project.
- b. To conduct market evaluation/assessment through industry consultation including interaction with the existing operators as well as potential stakeholders.
- c. To analyze and determine the spectrum valuation, its base price considering Pakistani market and opportunities.
- d. Report that clearly determines the current market demands of the slots to be offered for auction, mode/timeline for the auction, and market value and base price of the spectrum.

3.4.2 Physical presence of consultant(s) in Islamabad is required to submit a report and deliver presentation to PTA on completion of each deliverable mentioned above, and as and when required with mutual consultation.

3.5 COMPETENCY & EXPERTISE

The Consultant is expected to provide all the expertise to PTA to complete the assignment. The applicants are required to highlight competencies and expertise in following areas but not limited to:

- a. Provision of consultancy/advisory services relating to telecommunications and information technology, as well as relevant legal, regulatory and economic and technical knowledge;
- b. Practical experience in carrying out assessments of telecom market place in a developing country environment.
- c. Knowledge and hands-on experience of valuation of spectrum in various telecom markets.
- d. Expertise in the use and application of appropriate quantitative tools such as econometric/statistical/analytical/financial models/applications for market assessment including spectrum valuation.
- e. The experts of the CONSULTANT shall have international repute and experience.
- f. The CONSULTANT shall have demonstrable track record of successfully concluding projects of this nature in the Telecommunication sector.

3.6 REPORTING AND TIME SCHEDULE

In addition to the deliverables at Section 3.4, the consultant shall also be required to comply with the following:

- a. The proposal and the agreement between PTA and the Consultant shall include specific sequencing and timing of each task and any necessary sub tasks.
- b. The Consultant shall update PTA on weekly basis about the project status.
- c. The Consultant shall submit 5 copies of the Final Report at the end of the assignment along with soft copies including business and / or econometric models, if any developed or used, during the consultancy.
- d. The Report shall be considered final, after it has been accepted by PTA. It shall be both in the print form and supported by soft copies of deliverables, and simulation models, if any.

3.7 CONFIDENTIALITY, ETHICS AND CODE OF CONDUCT

3.7.1 The CONSULTANT shall undertake to maintain complete confidentiality of all the information, facts, proceedings, decisions, and documents etc. throughout the consultancy engagement and till the completion of the whole process.

3.7.2 The CONSULTANT will also be required to execute a Confidentiality Agreement before starting the assignment.

3.8 INELIGIBILITY AND DISQUALIFICATION

The CONSULTANT shall stipulate that it is not presently affiliated with or otherwise receiving financial compensation from any existing telecom licensee in Pakistan, its parent or holding company. Noncompliance 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.

3.9 CONTROL OF THE CONSULTANCY

PTA will appoint the CONSULTANT and assume general control over the Consultancy, with a liaison officer between the CONSULTANT and PTA. PTA will appoint a Project Manager to liaise with the CONSULTANT. During the course of the Consultancy, the CONSULTANT shall report directly to Project Manager and take instructions from him on matters appropriate to fulfill the requirements of the Consultancy. PTA will facilitate liaison with the operators, Government agencies and other relevant stakeholders.

Section 4. PREPARATION OF PROPOSAL

4.1.1 The CONSULTANTS are requested to submit their proposals in English language. Participating CONSULTANTS shall submit documentary proof in support of meeting eligibility criteria.

4.1.2 Initial Qualifying Criteria/Rejection of Proposal

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

- a. Nonrefundable Processing Fee as per advertisement as per section 5.3.1 (b).
- b. Incomplete information about the consultant/consultant firm as required in Annex-I.
- c. Non submission of copies /soft copies of the proposal as per section 5.3.1 (a).
- d. Non submission of separate technical and financial proposals as per advertisement.
- e. Submission of proposal without covering letter as per section 5.3.
- f. Submission of proposal without fulfilling the requirement as per section 4.4.2
- g. Any effort by the firm to influence PTA during the proposal submission, proposal evaluation and proposal comparison or contract award decision.
- h. Confirmation from each resource person of their availability for this consultancy throughout the consultancy period.

4.1.3 Evaluation of the technical proposal will start first and at this stage the financial proposal shall remain unopened.

4.2 TECHNICAL PROPOSAL

4.2.1 Technical Proposal is required to be submitted in accordance with the documents as prescribed in Annexure-I.

4.2.2 The Evaluation Committee constituted by PTA may seek information / clarification from initially qualified applicant(s) through interactive session(s) *via* physical presence / conference calls as per mutual convenience.

4.2.3 The Technical Proposal shall provide the following information using the attached Standard Forms in the Annexes:

- 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 Terms of Reference and on the data, a list of services, and facilities needed from PTA, if any (Annexure I.C).
- c. A description of the methodology and work plan for performing the assignment (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. (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 (Annexure I.F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments at least during the last ten (10) years.
- f. The Technical Proposal shall not include any financial information.

4.3 FINANCIAL PROPOSAL

4.3.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should give the total lump-sum cost, covering remunerations, transportation (international and national mobilization), services, equipment, insurance etc. PTA shall evaluate the proposal and the bid found lowest in cost shall be awarded maximum marks. The lump sum cost shall be inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable laws in Pakistan.

4.3.2 Within Pakistan PTA can help arrange accommodation in hotels at preferred rates, and provide office space at PTA, telephone/ cellular phone facilities with limited but reasonable minutes of local and international calls, Internet facilities for local (Pakistan) office and local in-city transportation.

4.3.3 The Financial Proposal shall provide the following information using the attached Standard Forms in Annex II:

4.3.4 CONSULTANT shall express the price of their services in US Dollars.

4.3.5 The proposal must remain valid for a period of 120 days after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. PTA will make its best effort to complete negotiations within this period. If PTA wishes to extend the validity period of the proposals, the CONSULTANT(s) who do not agree have the right not to extend the validity of their proposals.

4.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.4.1 The original proposal (comprising of **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**) shall be prepared without any inter-lineation or overwriting.

4.4.2 An authorized representative of 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 For each proposal, the consultants shall prepare four copies of the proposals. 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 and three copies of the **TECHNICAL PROPOSAL** shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a 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, "MARKET ASSESSMENT FOR AUCTION OF SPECTRUM FOR NEXT GENERATION MOBILE SERVICES (NGMS) IN PAKISTAN." and "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

"The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened"

4.4.5 The proposal submission address is:

Director General (Licensing)
Pakistan Telecommunication Authority
PTA HQs, F-5/1, Islamabad Pakistan
Email: ngmsauction2015@pta.gov.pk
Tel: +92 (51) 287-8128
Fax: +92 (51) 287-8129

4.4.6 The completed **Technical** and **Financial** Proposals must be delivered at the submission address exactly on the date as notified. Proposals must be submitted no later than

25th February 2015 12:30 PM Pakistan Standard Time (PST). Any proposal received after the closing time for submission of proposals shall be returned unopened.

4.4.7 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee on **25th February 2015** at 1:30 PM PST at PTA HQs F-5/1 Islamabad Pakistan. All bidders are welcome to attend bid opening session through their authorized representative (one person). Financial Proposal shall remain sealed and deposited with a Member of PTA. Upon completion of evaluation of Technical Proposals, the Financial Proposal of qualified applicants will be opened in accordance with section 4.3.

Section5. APPLICATION PROCESS

5.1 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

5.1.1 CONSULTANTS may request a clarification of any of the RFP documents not later than 06 days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to PTA's address given below. PTA will respond by facsimile or electronic mail to such requests and will publish on PTA's website the response (including an explanation of the query but without identifying the source of inquiry) for information of all intending CONSULTANTS.

5.1.2 The address for requesting clarifications is:

Director General (Licensing)
Pakistan Telecommunication Authority
PTA HQs, F-5/1, Islamabad Pakistan
Email: ngmsauction2015@pta.gov.pk
Tel: +92 (51) 287-8128
Fax: +92 (51) 287-8129

5.1.3 At any time before the submission of proposals, PTA may, for any reason, whether at its own initiative or in response to a clarification requested by a CONSULTANT, amend the RFP. Any amendment shall be issued in writing through addenda. PTA shall post the addenda on its website. The addenda shall be considered part of the RFP and will be binding. PTA may at its sole discretion extend the deadline for the submission of proposals.

5.2 REGULATORY AND COMMERCIAL CONDITIONS/REQUIREMENTS

5.2.1 For interpretation of any clause of this RFP, the decision of PTA would be final and binding on the CONSULTANT.

5.2.2 The CONSULTANT, its authorized representative, its substantial equity holders and all its members would be jointly and severally responsible for conducting market assessment.

5.3 PROCEDURE FOR SUBMISSION OF PROPOSALS

5.3.1 The proposal should be received as per the date and time specified in this RFP. It shall meet all other requirements mentioned in RFP for eligibility of responsiveness. The proposal shall be evaluated in 3 phases: initial qualifying criteria, technical and financial evaluation. The proposal therefore, shall be submitted in the manner as at section 4 of this RFP comprising the following:

- (a) A covering letter in accordance with the eligibility criteria along with supporting documents (original and three photocopies along with the soft copy)
- (b) Non- refundable processing fee of USD 500.

5.3.2 If the payment of non-refundable processing fee to PTA is being remitted from abroad, it should be remitted through SWIFT Telegraphic Transfer in PTA's bank account the detail of which is given below:

Number NIDA-11-1 IBAN No. PK 48NBPA1628003000942222 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.

5.3.3 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 credit in PTA's bank account the detail of which is given in 5.3.2, under intimation to PTA before opening of technical proposal.

Section 6. PROPOSAL EVALUATION

6.1 EVALUATION OF TECHNICAL PROPOSALS

The evaluation committee, appointed by PTA will evaluate each technical proposal based on the evaluation criteria defined in this section. Marks will be granted against each capability in the evaluation criteria by assessing the documents submitted with technical proposal and the responses/clarification as communicated by the bidder.

6.1.1: TELECOM MARKET ASSESSMENT EXPERTISE:

The consultant(s) has sufficient experience and skills in market evaluation/assessment, in leading industry consultation and interaction with the existing operators as well as potential stakeholders.

6.1.2: SPECTRUM VALUATION EXPERTISE:

The consultant(s) has sufficient experience and skills to determine the market value and base price of spectrum and the use of appropriate tools i.e. econometric /analytical models and international market analysis.

6.1.3: TELECOMMUNICATION LEGAL EXPERTISE:

The consultant(s) has sufficient expertise of legal issues in the Telecom & IT and emerging technologies

6.1.4: WORK PLAN AND METHODOLOGIES:

Detailed strategic plan containing the work methodology and execution strategy to achieve the overall project in light of the scope of work defined in section 3, as provided by the consultant along with technical proposal.

6.1.5: PAST EXPERIENCE:

The consultant(s) has successfully completed similar projects in international market. A list of such projects with timeline must be provided.

Evaluation Criteria	Marks
Telecom Market Assessment Expertise	40
Spectrum Valuation Expertise	20
Telecommunications Legal / Policy Expertise	10
Work Plan and Methodology	10
Past Experience of conducting similar tasks (e.g. list of past projects containing sufficient detail with references)	20

6.2 OPENING AND EVALUATION OF FINANCIAL PROPOSALS

6.2.1 After Technical Proposal Evaluation is completed, PTA shall notify those consultants whose proposals did not meet the minimum qualifying mark (60%) or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened, on request, after completing the selection process. PTA shall simultaneously notify the consultants that have secured the minimum qualifying mark, 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 PTA website (www.pta.gov.pk).

6.2.2 The Financial Proposals shall be opened in the presence of the consultants' authorized representative who chooses to attend.

6.2.3 The name of the consultant, the technical evaluation scores, and the financial evaluation scores shall be read aloud and recorded. PTA shall prepare minutes of the financial bid opening session.

6.2.4 The weights given to the Technical and Financial Proposals are:

T = Technical Proposal 70%

F = Financial Proposal 30%

6.2.5 In case of a tie, fresh financial quotations shall be called from those consultants involved in the tie and the process repeated until one among them is a clear winner.

Section 7. NEGOTIATIONS

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. PTA 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 PTA to ensure satisfactory implementation of the assignment.

Having selected the CONSULTANT PTA expects to negotiate a contract. Before contract negotiations, PTA will require assurances that the experts will be actually available. PTA 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.

The contract negotiations will conclude with a review of the draft form of the contract. To complete negotiations PTA and the CONSULTANT will sign the agreed contract. If negotiations fail, PTA will invite the other shortlisted CONSULTANT(s) in order of score to negotiate a Contract.

Section 8. AWARD OF CONTRACT

The contract will be awarded following contract negotiations. PTA may return the unopened Financial Proposals on request of those consultants who did not pass the technical evaluation or the eligibility criteria.

The assignment is expected to commence immediately upon Effective Date of Contract.

8.1 PTA'S RIGHTS IN RESPECT OF RFP

8.1.1 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants 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.

8.1.2 BID VALIDITY

Bids must remain valid for 120 days after the submission date. Should the need arise, however, CONSULTANT may be requested to extend the validity period of their bids. CONSULTANT(s) who agree to such extension shall confirm that their financial bids remain unchanged.

8.1.3 FEES & PAYMENT

8.1.3.1 The successful CONSULTANT would be paid the fee, as per the Schedule of Payments given in the Contract, within one month of the submission of original invoice by the CONSULTANT. The payment will be made in USD. No other payment shall be made for any charge or expenditure.

8.1.3.2 PTA reserves the right to accept or reject any proposal as per Rule 38 & 33 of Public Procurement Rules 2004. .

8.1.3.3 PTA 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 PTA, it is necessary or expedient to do so in public interest or interest of the security of the State.

8.1.3.4 PTA reserves the right to cancel the contract with the selected CONSULTANT in part or in whole at any time if in the opinion of PTA it is necessary or expedient in the public interest.

8.1.3.5 The decision of PTA shall be final and binding in this regard. Also PTA shall not be responsible for any damage or loss caused or arising out of aforesaid action.

8.2 BANK GUARANTEE

8.2.1 The successful CONSULTANT shall submit two bank guarantees, a Performance Bank Guarantee (PBG) from a bank having credit rating of at least AA+ in the prescribed

format for an amount equal to 10 percent of the bid/contract price in USD before signing the contract for carrying out the assignment. If the PBG is from a Bank outside Pakistan it shall be guaranteed by a local corresponding bank in Pakistan having a credit rating of at least AA+-. On satisfactory completion of assignment, this PBG shall be released. The Proforma of PBG is enclosed at Annexure II-B.

8.2.2 The successful CONSULTANT shall also submit, a Bank Guarantee from a bank having credit rating of at least AA + against Advance payment 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. If the PBG is from a Bank outside Pakistan, the guarantee shall be guaranteed by local corresponding bank in Pakistan having a credit rating of at least AA+. The Proforma of bank guarantee for advance is enclosed at Annexure II-C.

8.3 AWARD OF CONTRACT

PTA 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, in line with the Project Timeline at Annexure III. The selected CONSULTANT shall commence the assignment on receipt of LoI and as per schedule given in the contract.

8.4 CONFIDENTIALITY

The company shall take adequate and timely measures to ensure that all information related to this agreement shall be kept confidential, secure and protected.

8.5 FORCE - MAJEURE

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 60 days either party may, at his option terminate the contract.

8.6 ARBITRATION

8.6.1 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 referred to sole arbitration of the Government of

Pakistan, (hereinafter referred to as the said officer) 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.

8.6.2 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 clause.

8.6.3 The venue of the arbitration proceeding shall be the office of PTA or such other place as the arbitrator may decide.

8.6.4 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.

8.7 CONFLICT OF INTEREST

8.7.1 The Consultant (including their personnel and sub-consultants) or any of their affiliates shall not receive any remuneration in connection with the assignment except as provided in the contract.

8.7.2 The CONSULTANT (including their personnel and sub-consultants) or any of their affiliates shall not engage in any activity with respect to their assignment that conflicts with the interest under the contract, or that may place them in a position of being unable to carry out the assignment in the best interest of GoP.

8.7.3 The CONSULTANT shall provide professional, objective and impartial advice at all times and hold the GoP interests paramount, and in providing such advice avoid conflicts with any other assignment and their own corporate interests.

8.7.4 CONSULTANT(s) are required to provide a declaration regarding nonexistence of any conflicting activities as per Annex IV.

8.8 INTEGRITY PACT

An 'Integrity Pact' has to be signed by the selected CONSULTANT. Format of the Integrity Pact is placed at Annexure V.

Annexure I. Technical Proposal - Standard Forms

- I.A Technical Proposal submission form.
- I.B Firm's references.
- I.C Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities needed from PTA.
- I.D. Description of the methodology and work plan for performing the assignment.
- I.E Team composition and task assignments.
- I.F. Format of curriculum vitae (CV) for proposed professional staff.

I.A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:

Director General (Licensing)
Pakistan Telecommunication Authority
PTA HQs Building, 3rd Floor,
F-5/1, Islamabad Pakistan

Sir,

I/We, the undersigned, offer to provide the consulting services for Market assessment for auction of NGMS Spectrum, in accordance with your Request for Proposal and our Proposal. I/We am/are hereby submitting our Proposal, which includes separately sealed Technical Proposal and Financial Proposal in a sealed envelope.

I/We, undertake that all requirements raised in the Terms of Reference mentioned at Section 3 of this document have been fully responded to in the Technical Proposal.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] I/we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

I/We remain,

Yours,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Cell:
Tel:
Fax:
Email:

I.B. 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 Section 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:		

Firm's Name: _____

**I.C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND
ON DATA, SERVICES, AND FACILITIES NEEDED FROM PTA**

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities needed from PTA:

1.

2.

3.

4.

5.

**I.D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

(To be filled in by the CONSULTANT)

I.E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Experts [Technical, Financial, Legal etc.]		
Name	Position	Task

I.F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

(IT SHOULD BE COMPLETED FOR EACH TEAM MEMBER)

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training 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 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 II. Financial Proposal - Standard Forms

- II.A. Financial Proposal submission form
- II.B Performance Bank Guarantee.
- II C Bank Guarantee against Advance payment

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 *Consultancy Services for Market Assessment for the auction of Spectrum for Next Generation Mobile Services* in accordance with your Request for Proposal and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and remunerations, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Remunerations
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Cell:

Tel:

Fax:

Email:

II B - FORM OF PERFORMANCE BANK GUARANTEE

Performance Guarantee for Performance Obligations

Date:-----

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

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

Date: _____

We *[name of Bank]* is providing Performance Guarantee for *[Consulting firm]* (hereinafter called "the CONSULTANT") have entered into CONTRACT No. *[Reference number of the CONTRACT]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "CLIENT"), for the provision of ***Consultancy Services for Market Assessment for the auction of Spectrum for Next Generation Mobile Services*** (hereinafter called "the CONTRACT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a performance guarantee in the sum of *[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) 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, undertake to pay to the CLIENT any sum or sums not exceeding in total an amount of *[amount in figures]* *[Rupees amount in words only]* (the amount equal to 10% of the total CONTRACT Price is to be inserted here) upon receipt by us of CLIENT's first demand in writing accompanied by a written statement stating that "the CONSULTANT" are in breach of their obligations under the CONTRACT.

[signature(s)]

Endorsed and guaranteed by Commercial Bank in Pakistan

[Bank Stamp & Signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product. If the bank guarantee is arranged from a bank outside Pakistan that bank guarantee has to be backed by the bank guarantee of a local bank in Pakistan with a credit rating of at least AA+.

II C - FORM OF BANK GUARANTEE AGAINST ADVANCE

Bank Guarantee for Advance Payment

Date:

_____ [Bank's Name, and Address of Issuing Branch or Office]

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

Date: _____

BANK GUARANTEE No.: _____

BANK GUARANTEE AMOUNT: US\$ _____

We have been informed that [name of Consulting Firm] (hereinafter called "the CONSULTANT") 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 *Consultancy Services for Market Assessment for the auction of Spectrum for Next Generation Mobile Services* (hereinafter called "the CONTRACT").

Furthermore, we understand that, according to the conditions of the CONTRACT, the first payment in the sum of [US \$ amount in figures] ([US Dollar amount in words only]) equal to 10% of the Contract price is to be made against a bank guarantee.

At the request of the CONSULTANT, we [name of Bank] hereby irrevocably, unconditionally and continuingly guarantee without recourse to the CLIENT, undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the CONSULTANT is in breach of its obligation under the CONTRACT.

It is a condition for any claim and payment under this guarantee to be made that the advance 10% payment referred to above must have been received by the CONSULTANT.

This guarantee shall be released after the successful completion of the consultancy.

[signature(s)]

Endorsed and guaranteed by Commercial Bank in Pakistan

[Bank Stamp & Signature(s)] *Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product. If the bank guarantee is arranged from a bank outside Pakistan, that bank guarantee has to be tracked by the bank guarantee of a local bank in Pakistan with a credit rating of AA+.*

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the CLIENT.

ANNEXURE III. PROJECT TENTATIVE TIMELINE (CALENDAR DAYS)

No	Milestone	No of days to complete tasks
Start date		* T0
1	Devising strategy for conducting market assessment and get the document approved by PTA to execute the project.	T0+10
2	Market evaluation/assessment through industry consultation including interaction with the existing operators as well as potential stakeholders.	T0+20
3	Analysis and determination of the spectrum valuation, its base price and market value considering Pakistani market and opportunities.	T0+30
4	Final Report that clearly determines the current market demands of the slots being offered for auction, timeline for the auction and base price of the spectrum.	T0+45
Total Days		T0+45

***T0 = Effective Date of the contract**

**ANNEXURE IV- INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

[Location, Date]

Are there any activities carried out by the CONSULTANT which are of conflicting nature as mentioned in 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 CONSULTANT:

Address:

ANNEX V- INTEGRITY PACT

GENERAL

This pre-contract Agreement (hereinafter called the “Integrity Pact”) is made on ___day of the month of___ 2015, between, Pakistan Telecommunication Authority (PTA) (hereinafter called the "CLIENT", which expression shall mean and include, unless the context otherwise require, its successors in office and permitted assigns) of the First Part and M/s. _____ (hereinafter called the "CONSULTANT" which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part and both parties jointly and collectively may be referred to as the “PARTIES”.

WHEREAS the CLIENT proposes to procure *Consultancy Services for Market Assessment for the auction of Spectrum for Next Generation Mobile Services* and the CONSULTANT is willing to offer/has offered the services.

WHEREAS the CONSULTANT is a Consultant(s)/Consulting Firms/Consortium etc recognized under the applicable relevant Laws, in the subject matter and the CLIENT is a body corporate established by a federal statute i.e. Pakistan Telecommunication (Reorganization) Act, 1996 (the Act).

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the CONTRACT to be entered into with a view to :-

- Enable the CLIENT to obtain the desired said Consultancy Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and
- Ensure that the CONSULTANT abstains from bribing or indulging in any corrupt practice to secure the contract and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The PARTIES hereto hereby agree to enter into this integrity Pact and agree as follows:

1. COMMITMENTS OF THE CLIENT

1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The CLIENT will, during the pre-contract stage, treat all Consultants alike, and will provide to all Consultants the same information and will not provide any such information to any particular CONSULTANT which could afford an advantage to that particular CONSULTANT in comparison to other Consultants.

1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the CONSULTANT to the CLIENT with full and verifiable facts and the same is prima-facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the CONTRACT would not be stalled.

3. COMMITMENTS OF CONSULTANTS:

3. The CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its proposal or during any pre-contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commit itself to the following:-

3.1 The CONSULTANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the CONTRACT in exchange for any advantage in the bidding, evaluation, contracting and implementation of the CONTRACT.

3.2 The CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.

3.4 The CONSULTANT, either while presenting the proposal or during pre-contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Contract and the Services agreed upon for such payments.

3.5 The CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, proposal evaluation, contracting and implementation of the Contract.

3.6 The CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.7 The CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information

contained in any electronic data carrier. The CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.8 The CONSULTANT commits to refrain from lodging any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9 The CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.10 If the CONSULTANT or any employee of the CONSULTANT or any person acting on behalf of the CONSULTANT, either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an employee of the CLIENT has financial interest/stake in the CONSULTANT's firm, the same shall be disclosed by the CONSULTANT at the time of submitting its proposal.

3.11 The CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. PREVIOUS TRANSGRESSION

4.1 The CONSULTANT declares that no previous transgression occurred in the last five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in Pakistan of any Government Department in Pakistan that could justify CONSULTANT's exclusion from the bidding process.

4.2 The CONSULTANT agrees that if it makes incorrect statement on this subject CONSULTANT can be disqualified from the bidding process or the CONTRACT, if already awarded, can be terminated for such reason.

5. SANCTIONS FOR VIOLATIONS

5.1 Any breach of the aforesaid provisions by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the CONSULTANT. However, the proceedings with the other CONSULTANT(s) would continue.
- (ii) The Performance Bond (after the Contract is signed) shall stand forfeited either fully and the CLIENT shall not be required to assign any reason thereof.
- (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the CONSULTANT.
- (iv) To recover all sums already paid by the CLIENT, with interest thereon at the rate of prevailing 6 months KIBOR (Karachi Inter Bank Offer Rate).
- (v) To encash the performance bond furnished by the CONSULTANT, in order to recover the payments, already made by the CLIENT, along with interest.

- (vi) To cancel all or any other Contract with the CONSULTANT. The CONSULTANT shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the CONSULTANT.
- (vii) To debar the CONSULTANT from participating in future bidding processes of the Government of Pakistan for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this PACT by CONSULTANT(s) to any middleman or agent or broker with a view to securing the Contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CLIENT with the CONSULTANT, the same shall not be opened.
- (x) Forfeiture of Performance Guarantee in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT), of an offence as defined in the Pakistan Penal code, or any other statute enacted for prevention of corruption.

5.3 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the CONSULTANT shall be final and conclusive on the CONSULTANT. However, the CONSULTANT can approach the Independent Monitor(s), if any, appointed for the purposes of this Pact.

6. FALL CLAUSE

The CONSULTANT undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of Pakistan and if it is found at any stage that similar services were supplied by the CONSULTANT to any other Ministry/Department of the Government of Pakistan at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the CONSULTANT to the CLIENT, if the Contract has already been concluded.

7. MONITORS

- 7.1 The CLIENT may appoint Independent Monitor(s) for this Consultancy.
- 7.2 The task of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Consultancy.
- 7.3 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.4 As soon as the Monitor(s) notice(s), or has reason to believe, a violation of this CONTRACT, will inform the PTA Authority.

The Monitor(s) will submit a written report to the designated Authority of CLIENT biweekly from the date of reference or intimation to him by the CLIENT/CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

In case of any allegations of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the BOOKS of Accounts of the CONSULTANT and the CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Laws of Pakistan. The place of performance and jurisdiction is the seat of the CLIENT at Islamabad Pakistan.

OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

a. Validity

- i. The validity of this Integrity Pact shall be from date of its signing and extend the complete execution of the Contract to the satisfaction of both the CLIENT and the CONSULTANT. In case CONSULTANT is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the CONTRACT.
- ii. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

b. The parties hereby agree and sign this integrity Pact at Islamabad Pakistan on_____.

CLIENT
Authorized Representative
Witnesses_____

1. _____

2. _____

CONSULTANT
Authorized Representative
Witnesses_____

1. _____

2. _____