

**PAKISTAN TELECOMMUNICATION COMPANY LIMITED HEADQUARTERS, G-8/4, ISLAMABAD**

**Proc. No. 1-3/1/161215/1419 DATE: 14-12-2016**

**REQUEST FOR Proposal (RFP)**

**FOR**

**HIRING / EVALUATION OF ADVERTISING AGENCIES**

**AS PER PTCL REQUIREMENTS/SPECIFICATION**

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**Introduction**

**About PTCL**

Pakistan Telecommunication Company Limited (PTCL) is the largest ICT service provider in Pakistan. It forms the backbone of country’s telecommunication infrastructure and is present in more than 2000 towns and cities.

The Company’s cutting-edge technology and powerful array of telecom services, including Voice Telephony, Fixed and Wireless Broadband, Over-the-top applications, Digital Television, Carrier & Wholesale, Satellite Services and Data Centers serve the connectivity needs of millions of consumers and businesses nationwide.

**Vision**

To be the leading and most admired Telecom and ICT providerin and for Pakistan

**Mission**

To be the partner of choice for our customers, to develop our people and to deliver value to our shareholders

**Core Values**

 Professional Integrity

 Teamwork

 Customer Satisfaction

 Loyalty to the Company

**Brand Philosophy**

PTCL has been connecting the nation since 1947. It is a national carrier and takes pride in carrying **‘P’** as in Pakistan in its name. With our cutting edge products and services, and massive infrastructure, we are ready to shape the future by developing a digital and connected Pakistan

**Brand Values**

 Evolving

 Innovative

 Human

 Trustworthy

 Quality Conscious

**PTCL Positioning Statement**

“Hello to the Future” is an amalgam of our vision, brand philosophy, brand values and strategy. The essence is “futuristic approach”. The positioning statement “Hello to the Future” is basically comprised of two words “Hello” and “Future” that provides the inward communication through the word “Hello”, i.e. PTCL welcomes its customers and the future. Also it offers the outward communication through the word “Future” by promising customers the futuristic ideas and products.

As technology keeps changing and to keep hold of the major chunk of the pie, it is important that PTCL positions its corporate image in accordance with the trends in the market.

**Scope of Work**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Campaigns** | | **Events** | | **Brand Activation** | | | **Misc.** | | |
| TVC shoot based | 10 | Exhibition Stall (including all branding) | 06 | Bus Design Wraparound | 08 | | Annual report | | 01 |
| TVC animation based | 10 | Event Backdrop | 10 | Shop Design | 04 | | Half yearly report | | 01 |
| TVC Adaptations | 08 | Standees | 24 | Standees | 10 | |  | |  |
| Print | 15 |  |  | Car Sticker | 04 | | Quarterly report | | 02 |
| Hoardings | 15 | Venue branding panels | 20 | Flyer stand | 02 | | Calendar | | 02 |
| Radio concepts | 20 |  |  | Float branding | 06 | | Diary | | 02 |
| Radio jingle based | 08 |  |  | Wall Branding | 05 | |  | |  |
| Magazines (Print Adapts) | 12 |  |  | Kiosks | 10 | | Standees | | 10 |
| Brand name | 05 |  |  | T-Shirts | 10 | | Banners | | 10 |
| Logo Only | 05 |  |  | Cap | 10 | | Booklets | | 05 |
| Branding Panels | 15 |  |  | Keychain | 10 | | Flyers | | 05 |
| Standee | 20 |  |  | Pen | 10 | | Backdrops | | 05 |
| Banners | 10 |  |  | Sticker | 10 | | Notepads | | 02 |
| Flyer | 30 |  |  | Mopy | 10 | | Greeting cards | | 03 |
| Poster | 30 |  |  | Mall Activation Branding | 05 | | Posters | | 10 |
| Brochure (Multiple fold) | 10 |  |  | Bus side Panels | 24 | |  | |  |
|  |  |  |  | Bolans Branding | 08 | |  | |  |
|  |  |  |  | Mehran Branding | 04 | |  | |  |
|  |  |  |  | Hilux Branding | 08 | |  | |  |
|  |  |  |  | Hiace Branding | 08 | |  | |  |
|  |  |  |  |  | |  | |

* *Please note majority of the items will be campaign based, hence a lot of the artwork will be adaptations*

**Pitch Brief**

# Campaign 1: PTCL Brand Campaign

**PTCL is the leading Telecommunication Service Provide in Pakistan. It is one of the very few companies in the country which carries ‘P’ as in Pakistan in its name. With the biggest infrastructure, PTCL brings the nation closer by connecting millions of lives every day and this should be reflected in the 360o Brand campaign.**

**Objectives**

* Enhance MasterBrand image
* Position PTCL as a Pakistani company
* Build emotional connect with customers using the patriotic route
* Create top of mind recall for the Umbrella Brand

**Target Audience: Who are we trying to influence?**

* Age Group (Masses)
* Gender (Male & Female)
* Cities (Urban & Rural)

**Competitive Analysis**

Following are the current market players in voice business

* **Direct Competition:**
  + Nayatel
  + Wateen
  + Worldcall
* **In-Direct Competition:**
  + Mobilink
  + Telenor
  + Zong
  + Warid

**Requirements:**

* **A campaign positioning line connecting PTCL with Pakistan**
* Please consider the following execution mediums:

 TVC

 Radio

 Print ads

 OOH

 Digital media campaign

 POS material

o Flyers/brochures

o Buntings

o Mobile hangers

o Standees

o Posters

* Any other suggestion the agency might have to cover the audience landscape

**Campaign 2: CharJi Evo Positioning Campaign**

**Objective**

1. Customer Centric/Enhances Brand image
2. Emphasize on exceptionally fast speed & unmatchable downloads
3. Generate demand by enticing customers
4. Enforce CharJi as the best choice for wide-ranging high speed internet requirements
5. Re-emphasize CharJi as the only service providing affordable high speed internet in Pakistan

# What is CharJi EVO?

**The new frontier beyond your imagination!**

CharJi EVO provides our customers with unprecedented speeds and revolutionizes the way internet is used. CharJi EVO is about performance and our network is capable of delivering high speed. The high-end attributes of the service include faster throughout rates (Download and upload speeds); super-fast browsing experience & low ping rates and improved latency.  Enriching the lives of our customers through innovative products & services, a sleek line-up of devices has been introduced, ranging from CharJi Wingles (USB powered Wi-Fi Dongles) and MiFi CharJi EVO Clouds (battery powered portable Wi-Fi hotspots)

**Highlights:**

* Super-fast high speed -.
* A host of powerful devices consisting of dongles and clouds.
* Faster Web browsing, HD Video Streaming, Downloads, Uploads and extremely low Latency rates for gamers.
* Backward compatible devices (wingle and cloud) providing speeds up to 9.3 Mbps in 200+ Cities across Pakistan.
* Reliable and uninterrupted connectivity
* Available in Karachi, Lahore and Islamabad

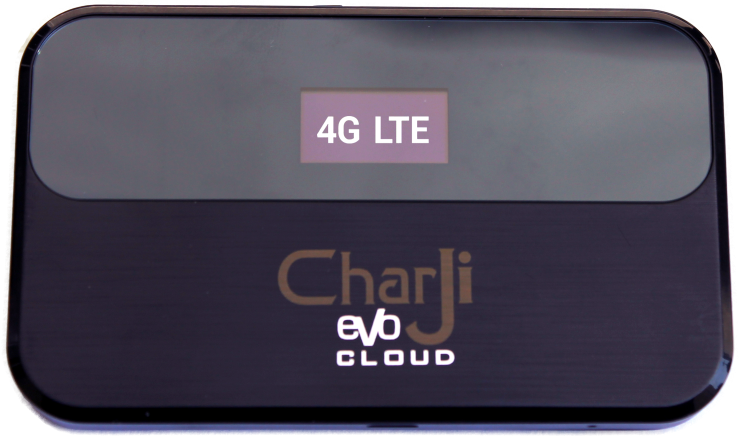
**Key device features**

**Charji Wingle**

****

* CharJi Wi-Fi modem in the form of a USB Stick (Plug-n-Share).
* May be powered by any external usb power source.
* Supports CDMA2000 1x EV-DO Rev.B Standard with fall-back option for Rev.B 9.3 Mbps connectivity in 200+ cities in Pakistan.
* Connects up to 10 WiFi gadgets simultaneously.
* MicroSD Card sharing over WiFi.
* Remote access to microSD card over the web.

**Charji Cloud S/B**

****

* CharJi Dual Mode Mobile Hotspot Device
* Supports CDMA2000 1x EV-DO Rev.B Standard
* Connects up to 10 WiFi gadgets simultaneously.
* Supports MicroSD card up to 32GB.
* 0.9” Screen depicting connection mode, signal and battery strength
* 2800 mAh Li-ion battery for up to 8 hours of constant usage.
* MicroSD Card sharing over WiFi
* Backward compatible for seamless 9.3 Mbps 3G Connectivity in 200+ EVO nitro Covered Cities.

**Campaign Requirement:**

A thematic campaign that focuses on how CharJI EVO services let the customers stay connected at exceptionally fast speeds along with a variety of package options to choose from, tailored to meet individual download needs. Need to portray CharJi services as far better than the offers by competition in terms of speed & downloads.

The agency needs to come up with a go to market and positioning strategy though which we can create differentiation and gain market share

**Target Audience: Who are we trying to influence?**

* Age Group (16 – 45)
* Gender (Male & Female)
* Cities (Karachi, Lahore and Islamabad)
* SEC B+, A, A+

**Competitive Analysis**

* Telco’s such as Zong and Warid and Telenor have their own 4G dongles which are in direct competition with our CharJi offers

**Requirement: 360 campaign**

 TVC

 Radio

 Print ads

 OOH

 Digital media campaign

 POS material

o Flyers/brochures

o Buntings

o Mobile hangers

o Standees

o Posters

* Any other suggestion the agency might have to cover the audience landscape

**Evaluation Criteria**

Evaluation will be based on a the following

|  |  |
| --- | --- |
|  | **Total Weightage (%)** |
| **Technical Evaluation Criteria** |  |
| Company Experience and Team Strength | 10 |
| Work for other Clients | 10 |
| Current Client List | 5 |
| Full fledge operational office in Islamabad | 10 |
| Telecom Industry Experience | 5 |
| Campaign Approach Strategy | 20 |
| Creative Idea | 20 |
| Execution Plan | 20 |
| **TEC Total** | **100** |

**Presentation Schedule**

**Introduction 15 Mins**

**Campaigns presentation 60 Mins**

**Q&A 15 Mins**

**Agency Technical Requirements**

**Qualifications of the Firm:**

1. The firm must have adequate size, structure, staffing, facilities and financial standing to provide comprehensive services related to development and execution of campaigns/events.

2. Must possess at least 03~05 years of successful experience related to the above mentioned scope of work defined above in TORs.

3.

4. The firm must have the requisite technical and professional expertise reflected in the qualifications and experience of the personnel, who would be dedicated/available to the PTCL account

5. The contract period will be for one year with a probationary period of three months. All payments will be made net of taxes in Pakistan Rupees

# General Requirements

* 1. The bidder must have at least 02 years of proven website development and maintenance experience
  2. The bidder must guarantee support with qualified, experienced and dedicated team and specialists.
  3. The bidder must provide all the documents in English.

# Important Notes

1. The bidder must submit the tender bid with the most competitive/workable price.
2. PTCL’s agency selection criteria will not be challenged and will be deemed final.
3. The successful bidder will provide services only to PTCL in the telecom sector.
4. PTCL reserves the right to hire any other agency during or after the tenure of the agreement.
5. PTCL will not pay any additional cost to the agency for the development of any application/ portal, widget or any technological product /service which will be developed to advertise/ promote or enhance PTCL products/ services.
6. Development of any specific artworks/adaptation for website etc. will be done on the agency’s expense and PTCL will not be paying any amount for it.
7. The Contract shall be construed and governed by the laws of the Islamic Republic of Pakistan. The Contract shall be written in English language, which shall govern its interpretation. All literature, correspondence and other documents pertaining to the Contract that are exchanged by the Parties shall be written in the same language.
8. The Contractor shall fully indemnify PTCL against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of the service, software and equipment supplied by the Contractor. Contractor shall indemnify and save harmless PTCL from and against all losses and all claims, demands, payments, suit, actions, recoveries and judgment of every nature and description made and related cost and expenses brought or recovered against the PTCL related to the work done under this Order, by reasons of any act, omission to act or status of liability of Contractor or its sub-Contractors or agents or employees. Contractor agrees to give PTCL prompt notice of any possible liability.
9. If the Contractor is in breach of any obligations under any subsequent Contract/Purchase Order (or any part of it) or if any other liability arising then the maximum liability of the Contractor under Contract/Purchase Order shall not be limited to the Order Price payable to the Contractor by PTCL and shall include indirect losses including but not limited to loss of goodwill or reputation, loss of data or information.
10. The Contractor shall not change the Order or any part thereof, or assign or sub-Contract the whole or otherwise any part of the work without the prior written consent of PTCL. If such consent, if given, shall not relieve the Contractor from any liability or obligation under the Order and Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor, agent assignee or neglect of Contractor’s servant or workman or employee.
11. The Contractor shall not without PTCL prior written consent, make use of any documents or information except for purposes of performing the Order.
12. No official or employee of PTCL shall be admitted to any share or part of the Contract or to any benefit that may arise there from. The Contractor declares and affirms that the Contractor and its shareholders, directors, officers, employees and agents have neither paid nor undertaken to pay, pay-off, kick-back or unlawful commission. The Contractor and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any sums, whether in Rupees or a foreign currency and whether in Pakistan or abroad, given or offered to give any such gifts and presents in Pakistan or abroad, to any official or employee of the PTCL or any other person to procure the Contract. The Contract shall be terminated during any time of execution if such act is proved in the reasonable opinion of PTCL.
13. Parties can undertake amendment(s) in the Contract, if so required, by the mutual consent. This Order shall not be amended except by written amendment signed by all the parties.
14. The Contract shall be construed and governed under the Laws of Pakistan and the Parties irrevocably submits to the exclusive jurisdiction of the courts of Islamabad. The Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. Any difference, dispute or question arising out of, or with reference to, the Contract which cannot be settled amicably shall within thirty (30) days from the date that either party informs the other in writing that such difference, dispute or question exists, be referred to arbitration. Within thirty (30) days of the aforesaid notice, both parties shall nominate and agree upon a sole arbitrator for commencement of the arbitration proceedings. The arbitration shall be a condition precedent to any proceedings in law. The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended. The arbitration Tribunal shall have its seat in Islamabad, Pakistan. The award of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be borne equally by both parties. In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two weeks of such an event. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.
15. In addition to other rights available to PTCL, if the Contractor fails to comply with any of the conditions mentioned herein or the “Contract”, PTCL reserves the right to immediately terminate the Contract/ Purchase Order. Such termination shall not prejudice any legal action subsequently taken by PTCL against the Contractor for breach of Contract / Purchase Order. Furthermore, PTCL may terminate the resulting Contract/PO (if any) in whole or in part at any time for its convenience. However only those services, which are ready to be rendered within 10 days after the receipt of the termination notice, may be purchased by PTCL as per terms and conditions of the Contract/ Purchase Order.
16. Nothing in this Agreement shall confer or be deemed to confer on either Party any rights, title or interest in any logo, service mark trademark, copyright or other intellectual property rights belonging to the other Party and each Party hereby acknowledge that it shall not acquire any rights, title or interest in respect thereof and that all such rights, title or interest are and shall remain the property of and vested in the other Party.

# Commercial Terms & Conditions

1. Quotes shall be submitted on **DDP-PKR basis i.e. inclusive of all applicable taxes**.
2. 100% payment shall be made to the Contractor through cross cheque upon delivery of complete services and subsequent issuance of SAN/Acceptance Certificate.
3. The Contract/Agreement shall be valid for an initial period of **One (01) year** starting from the date of signing of Contract by all the parties and further extendable another one year as per PTCL’s requirement. The prices agreed upon and reflected in the BOQ/Price Summary in the Contract/PO shall be valid for an initial term of One (01) Year from the date of signing of Contract/PO by all the parties. The unit prices (including discounts) will remain unchanged till the validity of the Prices/Contract/PO.
4. Contractor shall submit a Revolving/Corporate Performance Security equivalent to PKR 500,000/- (within 15 days from signing of Contract/Agreement) valid for period of Twelve (12) Months from the date of its issuance, as per annexed Performance Security Form. The Performance Security will be discharged by PTCL not later than 30 days following the expiry of the 12 months period or any extended warranty/period, taking into account LDs and/or any other penalties (if any).
5. No quantity over and above that requested in the Order will be paid, if delivered/completed without advance written authority having been obtained from the PTCL.
6. Details regarding Documents for Payment will be specified in the resulting Contract/PO (if any).
7. Contractor shall ensure smooth running/delivery of services as per PTCL requirement/guidelines against each Order.
8. Contractor agrees to observe all PTCL security procedures in force, ownership of entire pertinent activities will be the responsibility of Contractor including resolution of any fault/issue, which may affect the applicable domain(s)/operations(s).
9. Contractor shall be responsible and answerable in case of any delay or disturbance.  PTCL reserves the right to penalize delayed (and/or not up to the mark) activities. Contractor warrants that it will provide and perform the services by itself using suitably trained and qualified personnel utilizing the standards, expertise, care and diligence to be reasonably expected in the telecommunication industry.
10. If Contractor breaches a warranty and/or condition implied by law, which cannot be excluded, restricted or modified, to the extent permitted by law, the liability of Contractor is limited to.
11. In the case of goods:
12. The replacement of the goods or the supply of equivalent goods; or
13. The repair of goods; or
14. The payment of the cost of replacing the goods or of supplying equivalent goods
15. In the case of services:
16. The supplying of the services; or
17. The payment of the cost of having the services resupplied.

# Bid Submission

1. Bidders shall submit the bids in two (02) separate sealed envelopes. One sealed envelope will contain the Technical Offer (un-priced bid) along with specifications and all other technical details ensuring that the envelope must be marked as **“Technical Offer”.** This master envelope (Volume-I) should have one original bid in a separate sealed envelope and two copies of bid in separate sealed envelopes duly marked as “Original” and “Copy-1” and “Copy-2” respectively
2. .
3. A second sealed envelope will contain the Commercial Offer (priced bid) with the cost breakdown as per PTCL price schedule/BOQ, ensuring that this envelope must be marked as **“Commercial Offer**”. This master envelope (Volume-II) should have one original bid in a separate sealed envelope and two copies of bid in separate sealed envelopes duly marked as “Original” and “Copy-1” and “Copy-2” respectively
4. Both the Mater Envelopes i.e. Technical (Vol-I) and Commercial (Vol-II) shall further be enclosed in a MAIN ENVELOPE, which shall bear PTCL Tender/RFP Number and the RFP Name/Title ONLY and Do Not Open Before 10.01.2017, without any other details or name of bidder or any other reference etc. However, the Master Envelopes (Vol I & II) shall be having vendor name and other contact details along with RFQ No. and Title.
5. Bids complete in all aspects (proposals along with duly filled price schedule and shall be submitted to the office of Senior Manager (Supply Chain Marcom, IT & CPE), 4th Floor, Old Building, PTCL HQ G-8/4, Islamabad on or before the closing date and time as advised by PTCL in Invitation to Tender Letter/Notice. Any bid received by PTCL after the deadline for submission of bids prescribed by PTCL will be rejected and returned un-opened to the bidder.
6. The bids/prices shall remain valid for a period of One Hundred & Eighty (180) days after the date of bid opening prescribed by PTCL. A bid valid for a shorter period shall be rejected by PTCL as non-responsive. Bids with conditional prices due to currency fluctuation or petroleum cost fluctuation in Pakistan or any other reason shall be taken as non-responsive and may be rejected.
7. Call Deposit in original equivalent to PKR 100,000/-, valid for a period of 06 Months from the date of its issuance shall be enclosed in the ORIGINAL COMMERCIAL OFFER along with Confirmation Certificate (regarding enclosing/submission of CDR without mentioning any value) in the ORIGINAL TECHNICAL OFFER. CDRs of the unsuccessful bidders will be returned upon finalization of award of work, whereas CDR of successful bidder will be released upon submission of Performance Security as per relevant clause(s).
8. Any non-compliance to the above would lead to disqualification of bids from further processing.
9. In case, requests for extension for tender closing date are officially received from two or more bidders, the matter shall be referred to end user/project owner who shall advise their concurrence on the period of extension with justifications, or advise their rejection of such request. EVP Procurement shall be the authority to approve tender extension and all the bidders will be communicated accordingly, in time.

# Deadline, RFP Clarification and Comments

## Guidelines

Following guidelines must be met to ensure that the RFP process is done equitably. Failure to adhere to these guidelines will remove your company, as an eligible bidder, from being considered for the grant of an award of the business and potential contract. PTCL reserves the strict right to accept or reject any or all bids for any reason, as it deems suitable or necessary.

* + 1. All costs expended or incurred by the bidder in preparation and submission of its responses to the RFP or any other expenses related with travelling and presentations are the sole responsibility of such bidder and shall not be reimbursed or paid by PTCL.
    2. All documentary responses to this RFP shall become the legal property of PTCL and shall not be returned to their sender.
    3. PTCL shall not disclose the RFP responses of any one tender bidder to any other tender bidder. Any information contained in your responses that are proprietary information and confidential to your company must be marked as such. Such information shall be automatically treated as confidential.
    4. A tender bid in response to this RFP does not obligate PTCL to accept your tender bid or enter into a business relationship with your company. Any obligations on the part of PTCL shall be set out fully in an appropriate written contractual agreement, to be promptly negotiated subsequent to any award.
    5. The presenting team will include members who will work exclusively on PTCL’s account in case of final selection:

## Conflict of Interest

The agency must disclose all accounts that it is currently servicing, especially those which may be perceived to be in conflict of interest. The agency must submit an agreement to terminate all conflict of interest accounts, if selected.

## Deadline

**The responses to tender bid must be received no later than 30-12-2016.**

Responses to tender bids received after this date may be disqualified and removed from consideration. Provided that the responses to the tender bid have met the deadline PTCL shall promptly begin the process of reviewing documents, contacting references, asking any necessary questions or requesting any required clarifications and undertaking any appropriate actions in the selection process.

No further changes to your responses and tender bid shall be allowed or accepted unless PTCL requests a change, modification or additional information.

Thereafter, PTCL may schedule to meet with a short list of tender bidders within a short period after the completion of the review of the RFP responses and tender bids.

All documents should be delivered in 2 copies (2 Hard copies and 2 soft copies on USBs) addressed to:

**­­­­­­­­­Syed Muhammad Talha Ghaznavi, Senior Manager (Supply Chain Marcom, IT & CPE), 4th Floor, Old Building, PTCL HQ G-8/4, Islamabad.**

## Confidentiality

The fact that PTCL is conducting an agency RFP is to remain confidential.

## Contact Details

The tender bidder may submit questions, request clarifications or offer comments to PTCL via e-mail to **Syed Muhammad Talha Ghaznavi/SM (Supply Chain Marcom, IT & CPE)/PTCL <Talha.ghaznavi@ptcl.net.pk>** stating the tender name i.e. Request for Proposal for Online Media Agency services. Any questions, requests or comments must be received by the PTCL during 4 days after the receiving the document. After such deadline no further questions, requests or comments will be taken into consideration or answered.

**Parties**

PTCL and Contractor (The Successful Bidder) will collectively be referred to as “Parties” and individually as “Party”.

**SECTION-X**

For the purposes of this RFP and resulting Order/Agreement (if any), Parent Company shall mean Etisalat Telecommunications Corporation or any Etisalat Group Holding Company formed hereafter. Affiliates and/or Subsidiaries shall mean any of the entities listed as subsidiaries or affiliates of the parent company in accordance with section X of this RFP/RFP and Order/Agreement. Contracting Party shall mean any affiliate or subsidiary listed in section X that has a Contractual relationship with the Supplier/Contractor.

The Parent Company shall at its sole option have the right to either add or delete any entity as an Affiliate and/or subsidiary to/from whatever is listed in section X of this RFP/RFP and resulting Order/Agreement (if any) by sending a notice in writing to the Supplier/Contractor. The Supplier/Contractor shall immediately be required to recognize such Affiliates and/or Subsidiaries of the Parent Company.

The Contractor hereby acknowledges and agrees that Parent Company or any Affiliate and/or Subsidiary as defined in section X of this RFP/RFP and resulting Order/Agreement (if any) shall have the right to access and benefit from the terms, conditions, pricing and all other aspects of this RFP/RFP and resulting Order/Agreement (if any) for the purposes of analyzing and benchmarking the information contained herein for its own procurement purposes.

In the event that the Contracting Party requests the Supplier/Contractor to further negotiate the terms, conditions, pricing or specifications to accommodate additional requirements to be incorporated in its Contract/Agreement/Order with the Supplier/Contractor, the Supplier/Contractor shall undertake such negotiations in good faith with a view to extend any resulting additional benefits to the Parent Company and all other interested Affiliates / Subsidiaries.

**Parent Company**

1. Etisalat Telecommunications Corporation "Etisalat" - UAE

**Existing Subsidiaries or Affiliates of the Parent Company:**

1. Etisalat – Afghanistan
2. Atlantique  Telecom  –  West Africa - including: Benin, Burkina Faso, Central African Republic, Cote d’Ivoire, Gabon, Niger and Togo
3. Canar Telecommunication Co. Limited - Sudan
4. Etisalat Misr - Egypt
5. Etihad Etisalat “Mobily” – Saudi Arabia
6. Pakistan Telecommunication Company Limited – Pakistan
7. Ufone – Pakistan
8. Thuraya Satellite Telecommunications Company - UAE
9. Zanzibar Telecom Ltd (ZANTEL)
10. EMTS - Nigeria
11. Etisalat Lanka Private Ltd. - Sri Lanka

**Annex-A**

**Retainer Modules**

Name of the Bidder:

Contact Person Name: Cell: Tel:

Mailing Address:

NTN Number:

GST No.:

(Attach photocopy) (Attach photocopy)

Tax Exemption (if any): [Yes / No] If yes, Tax Exemption No.:\_ (Attach photocopy)

Tax Exemption issued on:

Tax Exemption Valid till:

|  |
| --- |
| **Retainer ------- /month + Team Structure (Organogram)** |

Note:

Total Bid Amount in Words:

**Signatures & Stamp of the Bidder**

NOTE:

- In case of discrepancy between Unit Price and Total Cost, the Unit Price shall prevail

- Discount, if any, shall be clearly shown in price schedule. Discount shown anywhere else except price schedule will not be considered.

- The bidder shall also mention clearly the levy or exemption of sales tax on the Goods / services being offered. In case the bidder mentions the levy of sales tax and later on after the supply of Goods claim exemption, necessary reduction in price as per implemented tax rates will be made at the time of payment.

**Annex-B**

**TECHNICAL/COMMERCIAL COMPLIANCE SHEET**

|  |  |  |
| --- | --- | --- |
| (CLAUSE / SUB-CLAUSE) | COMPLIANCE | REMARKS |
| 1 | 2 | 3 |

The Compliance Sheet is meant for stating the tender's compliance / non-compliance on all clauses and it is divided into three columns. The bidder shall complete the Compliance Sheets strictly in accordance with the

instructions given below:

|  |  |
| --- | --- |
| Column-1: | For specifying the clause number to which the information in column 2 and  3 applies. |
| Column-2: | For stating whether the tender's offered terms and conditions conforms to the clause in column-1 by using one of the following symbols. |
| A): | The tender's offered terms and condition fully conforms to the clause in column-1. |
| B): | The tender's offered terms and conditions do not fully conform to the clause in column-1. |
| Column-3: | States the alternative only if the Symbol B has been used in Column-2. The benefit, which PTCL will have if such alternative is accepted, must be stated. |

The bidder shall complete the Technical/Commercial Compliance Sheet(s) furnished in the Bid Documents strictly in accordance with the instructions. However the following points are further added.

1. A word such as "noted" is inadequate and will be treated as not complied.

2. Where a clause in stated to be "complied" the bidder may provide further reference details, but in event of any discrepancy between these details and the statement of compliance, then the compliance statement will be taken by the PTCL as correct and binding upon the bidder and the details (including footnotes or specified in any other form or place) given by the bidder will be ignored

3. Where the clause is stated to be "not complied" or "partially complied" then the bidder will provide full details of the deviation from the specified requirements together with full details of any alternative arrangement offered.

4. Simply signing of every page of bid documents will not serve the purpose of the compliance statement and will be treated as not complied. Therefore proper compliance sheet should be attached with the bid.

5. If a certain clause(s)/sub-clause(s) are missed or left unattended in commercial compliance sheet such clause(s) or sub-clauses would be considered as not complied.

6. Failure to provide commercial compliance will be deemed sufficient cause of rejection of the bid and will be major deviation.

**Annex-C**

**PERFORMANCE SECURITY FORM**

FROM:

TO,

Guarantee #

Amount: Issue Date: Expiry Date:

**PAKISTAN TELECOMMUNICATION COMPANY LIMITED HEADQUARTERS, G-8/4, ISLAMABAD**

SUBJECT:

B/G AND DATE FOR ON BEHALF OF FOR DUE AND FAITHFUL PERFORMANCE OF CONTRACT/AGREEMENT/PO# DATED .

Whereas M/S (hereafter called the Contractor) has requested us (Bank Name) to

furnish a Bank Guarantee in your favor in the sum

(IN WORDS)

as performance security against Contract/Agreement/PO No.

dated

to be concluded between the Contractor and Pakistan

Telecommunication Company Limited Islamabad.

**WE HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE AND UNDERTAKE:**

1). To make an un-conditional payment of to you on demand without any further question or reference to the Contractor upon failure of the Contractor to perform the Contract/Agreement/PO on which you will be the sole judge.

2). To keep this guarantee valid in full force from this date up to the time of the due and faithful completion of the Contract under reference (the schedule of implementation shall be as described in the

Contract/Agreement/PO and its subsequent amendments) or till (Date)

whichever date is later. The

faithful completion of the Contract/Agreement/PO by the Contractor will be intimated by the PTCL.

3). To extend the period of the enforceability of this guarantee if such extension be necessary or de sired by

you of us. All claims there under must be submitted to the Bank (Bank Name)

on or before the expiry

date mentioned in this guarantee or the date mentioned in its extensions issued from time to time, after which this guarantee will become null and void and should be returned to us. Irrespective of its return, we shall consider ourselves fully discharged from any obligation there under after the said expiry date.

4). The Performance Guarantee being unconditional and irrevocable undertaking to PTCL shall be independently confirmed by the bank before its discharge/encashment, especially before its expiry.

Dated: This [Day] of [Month], 201…

Signature:

Witness:

A Person Authorized To Sign Contract on Behalf

Sworn & Sign before me

On This [Day] of [Month], 201…

By: