



**PAK TELECOME MOBILE LIMITED  
UFONE TOWER, 55-C, BLUE AREA, JINNAH AVENUE, ISLAMABAD**

**No. GC/PTML/01/2021**

**DATE: 09.03.2021**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**CONSULTANCY FOR THE DEVELOPMENT OF CORPORATE  
COMPLIANCE UNIVERSE**

**AS PER**

**PTML REQUIREMENTS**

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**PAK TELECOM MOBILE LIMITED (PTML)**  
**UFONE TOWER, 55-C, BLUE AREA, JINNAH AVENUE,**  
**ISLAMABAD**

**TENDER NOTICE**

**NO. GC/PTML/01/2021**

**Subject: Hiring of Consultancy Firm for the Development of Corporate Compliance Universe**

1. Sealed bids, in Pak Rupees, are invited for the development of “Compliance Universe” in accordance with PTML requirements/ specifications (“Project”).
2. Bids (marked as ‘Development of Compliance Universe for PTML’), “RFP # **GC/PTML/01/2021**” complete in all aspects and as per procedures laid down in the RFP) shall be submitted latest by **08.04.2021** before 1200 hours.
3. Vendor registration (VR) will be required for the shortlisted Consultant prior to the award of Contract. VR forms may be downloaded from the following link:  
<https://www.ptcl.com.pk/Info/Vendor-Registration-Form>
4. Bids received after the above-stated deadline shall not be accepted and be returned unopened.
5. PTML reserves the right to reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for PTML’s decision and action.
6. All correspondence on the subject may be addressed to the undersigned.

**General Manager (Group Compliance)**  
**Room # 132, 1<sup>st</sup> Floor, E Block**  
**PTCL H/Qs, G-8/4, Islamabad**  
**Email: [haroon.javed@ptcl.net.pk](mailto:haroon.javed@ptcl.net.pk)**  
**Web: [www.ptcl.com.pk](http://www.ptcl.com.pk)**

**A. INTRODUCTION/ PROJECT OBJECTIVE:**

The objective is to develop a comprehensive Corporate Compliance Universe (Compliance obligation master list, compliance risk register and compliance matrix) to maintain a register of all laws, rules & regulations, orders, codes, and directions that apply to PTML (as detailed in the Scope of Work, Annexure-A).

**B. SCOPE OF WORK:**

The Consultant (defined infra) shall deliver the services set forth in this document as detailed/attached at Annexure-A.

**C. GENERAL TERMS & CONDITIONS OF CONTRACT:**

These general terms and conditions shall form the basis of the Contract to be concluded with the successful bidder, and are subject to modifications based on any requirements of PTML, for any drafting needs (e.g. adding Recital clause, Parties' details, definitions of any undefined capitalised terms in the Contract), for reflecting the understanding of the Parties reached after negotiations, and to achieve consistency with the annexures / schedules subsequently developed / updated. Agreeing to these terms and conditions is a prerequisite for participation in the bid.

1. Contract Period shall be one (01) year effective from the date of signing/execution of the Contract.
2. PTML shall make regular queries as to the progress of the Contract. Such queries must be answered promptly and accurately.
3. All items/services supplied against this Contract shall be according to the specifications detailed in the Scope of Work (Annexure-A).
4. In case the finalized work or any part of it is deemed inadequate, incomplete or lacking in any manner whatsoever by PTML, the Consultant shall review the indicated work and align the same with the requirements defined in the Scope of Work, within the reasonable time (agreed by both Parties) from the date of notice from PTML, without any obligation/cost to PTML.
5. The Consultant or any of its associates/subsidiaries/affiliates shall not have their Country of Origin as Israel and/or India.
6. The Contract/PO shall be construed and governed by the laws of the Islamic Republic of Pakistan and the courts of Islamabad shall have exclusive jurisdiction over any matter/dispute arising under this RFP or Contract/PO. The Contract/PO shall be written in English language, which shall govern its interpretation. All literature, correspondence and other documents pertaining to the Contract/PO that are exchanged by the Parties shall be written in the same language.
7. The Consultant shall grant PTML intellectual property rights in the final deliverables and shall fully indemnify PTML 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 trademarks by use or possession of the service, deliverables, software and equipment supplied by the Consultant. The Consultant shall neither use nor allow to use any intellectual property of PTML without prior written consent of PTML. Consultant's failing to comply with the obligation under this

clause shall be deemed material breach of this Contract which will give right to PTML for taking action(s) as deemed appropriate including suspension and/or termination of services and/or Contract.

8. Consultant shall indemnify and save harmless PTML from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made and related cost and expenses brought or recovered against PTML related to the work done under this Contract, by reasons of any act, omission to act or status of liability of the Consultant or its sub-contractors or agents or employees. The Consultant agrees to give PTML prompt notice of any possible liability.
9. In addition to the other rights available to PTML, the Consultant undertakes that if it is in breach of any obligations under this Contract (or any part of it) to PTML or if any other liability arising thereunder then the Consultant shall be liable to pay compensation for any loss suffered by PTML and shall include indirect losses, including but not limited to, loss of goodwill or reputation, loss of data or information.
10. The Consultant shall not change the Contract or any part thereof, or assign or sub-Contract the whole or otherwise any part of the work without the prior written consent of PTML. Such consent, if given, shall not relieve the Consultant from any liability or obligation under the Contract, and the Consultant shall be responsible for the acts, defaults and neglects of any sub-contractor, agent, assignee; or neglect of Consultant's staff or workman or employee.
11. The Consultant shall not, without prior written consent of PTML, make use of any documents or information, except for purposes of performing the Contract.
12. Parties can undertake amendment(s) in the Contract/PO, if so required, by mutual consent. This Contract shall not be amended except by a written amendment signed by the parties.
13. 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/PO. As a pre-condition to any other legal proceeding; any dispute, which cannot be resolved amicably through negotiation shall be resolved through Arbitration at Islamabad through a sole arbitrator appointed by PTML under the Arbitration Act, 1940 of Pakistan (as amended). The award of the Arbitrator shall be final and binding upon the Parties.
14. If the Consultant fails to comply with any of the conditions mentioned herein and/or of the Contract/PO, the Contract may be terminated immediately by PTML through a notice in writing. Such termination shall not prejudice any legal action subsequently taken by PTML against the Consultant for breach of Contract.
15. The Consultant shall not, without PTML's prior written consent disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of PTML in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and only to the extent necessary for such performance. The Consultant shall not, without PTML's prior written consent, make use of any documents or information except for purposes of performing the Contract. Any documents, other than the Contract itself, shall remain the property of PTML and shall be returned (in all copies) to PTML on completion of the Consultant's performance under the Contract or upon termination/expiry of the Contract, if so required by PTML.
16. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or un-enforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

17. The Contract together with its annexures constitutes the entire agreement between PTML and Consultant with respect to the matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) with respect thereto made prior to the date of Contract.
18. No delay, neglect or forbearance on the part of either Party in enforcing against the other Party any term or condition of the Contract shall either be or deemed to be a waiver or in any way prejudice any right of that party under the Contract nor shall any waiver by either Party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract. Any waiver of a Party's rights, powers or remedies under the Contract must be in writing and must be dated and signed by an authorized representative of the Party granting such waiver and must specify the right and the extent to which it is being waived.
19. The Consultant shall conform with and abide by the provisions of all Federal, Provincial and Local Laws, Regulations and any other Laws for the time being in force in Islamic Republic of Pakistan including all regulations or by-laws of any local or other duly constituted authority within Islamic Republic of Pakistan which may be applicable to the performance of the Contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep PTML indemnified against all penalties of every kind for breach of any of the same. For the execution of work as mentioned in Annexure A, the Consultant shall be entirely responsible in all respect.
20. The Consultant shall, alongwith the bidding documents, submit a detailed timeline proposal regarding the Project reflecting milestones/work to be completed. The timeline agreed upon in the Contract for development of Compliance Universe shall strictly be adhered to by the Consultant. However, PTML may consider variation in the timeline if so deemed required by PTML.
21. If the Consultant neglects to perform the Contract with due diligence and expedition or refuse or neglect to comply with any reasonable instructions given to the Consultant in writing by PTML or any of its authorized representatives in connection with the performance of the Contract or contravene the provisions of the Contract, PTML may give notice in writing to the Consultant to make good the failure, neglect or contravention complained of and should the Consultant fail to comply with the said notice within fifteen (15) days of its receiving, PTML shall have right to forthwith terminate the Contract by notice in writing to the Consultant without prejudice to any rights which may have occurred under the Contract to either Party prior to such termination.
22. All formal notices to be given by one Party to the other under this Contract shall be in writing and shall be made either by fax confirmed by courier letter or by registered letter addressed to Party concerned at the addresses set out above (or at such other addresses as may be notified in writing by either Party to the other from time to time). Such notices shall be deemed to have been received by either Party only upon actual receipt by such Party. The Parties may communicate with each other for routine matters through emails which communication will be deemed legitimate for all legal purposes.
23. The provisions of the Contract relating to indemnification, confidentiality, IP rights, dispute resolution, notice, payment obligations and those meant to survive the expiration or termination of the Contract shall survive the expiration or termination of this Contract.
24. Nothing contained herein shall be deemed to constitute a partnership or joint venture between the Parties or to constitute one Party the agent of the other for any purpose whatsoever.

25. The Consultant undertakes to disclose to PTML without delay any conflict of interest it may have now or have later concerning its relationship with PTML under or pursuant to this Contract.
26. This Contract is being executed in two counterparts; both the counterparts shall be deemed original, and both Parties shall keep one copy each. The originals so executed shall, however, constitute one and the same Contract.

**D. COMMERCIAL TERMS & CONDITIONS**

1. Quotes shall be submitted on PKR basis.
2. The Consultant shall be responsible for all the costs, expenses, duties and taxes incurred or payable on services. Withholding tax shall be deducted as per prevailing applicable rates under the Income Tax Ordinance, 2001 of Pakistan.
3. The Contract shall be valid for a period of 01 (one) year starting from the date of signing of Contract by the Parties; however, it will be extensible with the consent of both Parties if required for the completion of the Project. The contract price agreed upon and reflected in the Contract/PO shall remain fixed regardless of extension of the Contract period. The delivery schedule shall be negotiated and agreed upon between the Parties prior to the execution of the Contract/PO. Payment will be made to the Consultant through cross cheque in accordance with the delivery schedule and completion of the relevant milestone as per the satisfaction of PTML.
4. If the Consultant fails to complete the Project deliverables as per the agreed timeline indicated in the Project Implementation Plan, the Consultant shall pay to PTML as and by way of liquidated damages resulting from such delay, the aggregate sum of one percent (01%) of the value of the deliverable for each first five (5) days, up to ten percent (10%) of the value of that delayed deliverable. Once, the maximum sum is reached, PTML reserves the right to terminate the Contract/PO forthwith. The value of the deliverables, which are incomplete and therefore of no utility to PTML in its operations shall also be added for the purpose of liquidated damages. Any liquidated damages if not paid by Consultant shall be deducted from the invoice(s). The imposition of liquidated damages upon the Consultant and its payment shall not absolve the Consultant from its obligations of performance or from any other liabilities or obligations under the Contract.
5. The Consultant shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure. If either Party is permanently prevented wholly or in part by Force Majeure for period exceeding one month (01) from performing or accepting performance, the Party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other Party. If a Force Majeure situation arises, the Consultant shall promptly notify PTML in writing of such conditions and the cause thereof. Unless otherwise instructed by PTML in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
6. No work or services, over and above the work and services assigned in the Contract shall be paid, if carried out or supplied by the Consultant without advance written authority having been obtained from PTML.
7. PTML shall make prompt payment, within thirty (30) days of submission of an invoice / claim by the Consultant subject to adjustment of penalty (if any) on account of late delivery.

8. The documents for payments duly verified by the Project Director shall be provided to the Manager/SM Finance PTML, Islamabad for acceptance and arrangement of payment.
9. Payments are subject to deduction of income tax at prevalent rate from the relevant invoices of the Consultant and paid to the Tax Authorities, except those especially exempted by the authorities. The PTML will issue certificate of deductions to the Consultant to enable him to settle tax returns with the concerned authorities.
10. Documents for delivery/payment will be specified in the Contract/PO (if any) depending upon payment conditions and mechanism(s).

E. **BID SUBMISSION**

1. Bidders shall submit the bids in two 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 the bid in separate sealed envelopes duly marked as “Original” and “Copy-1” and “Copy-2” respectively (along with soft copies in MS Word/Excel burnt over USB).
2. A second sealed envelope will contain the Commercial Offer (priced bid) with the cost breakdown as per PTML 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 the bid in separate sealed envelopes duly marked as “Original” and “Copy-1” and “Copy-2” respectively (along with soft copies in MS Word/Excel burnt over USB).
3. Both the Master Envelopes i.e. Technical (Vol-I) and Commercial (Vol-II) shall further be enclosed in a MAIN ENVELOPE, which shall bear ‘PTML Tender/RFP Number’ and the ‘RFP Name/Title’ ONLY and ‘Do Not Open Before 08.04.2021’, without any other details or name of bidder or any other reference etc. However, the Master Envelopes (Vol-I & Vol-II) shall have the Consultant’s name and other contact details along with RFP No. and Title.
4. Bids complete in all aspects (proposals along with duly filled SOC and price schedule) shall be submitted to the office of General Manager Compliance, Office No. 132, 1<sup>st</sup> Floor, E Block, PTCL H/Qs, Sector G-8/4, Islamabad on or before the closing date and time as advised by PTML in Invitation to Tender Letter/Notice. Any bid received after the deadline (for submission of bids prescribed by PTML) will be rejected and returned un-opened to the bidder.
5. The bids/prices shall remain valid for a period of One Hundred & Eighty (180) days after the date of bid opening prescribed by PTML. A bid valid for a shorter period shall be rejected by PTML as non-responsive. Bids with conditional prices due to currency fluctuation or any other factor or reason shall be taken as non-responsive and may be rejected.
6. Any non-compliance to the above would lead to disqualification of bids from further processing.
7. A Project timeline shall also be submitted in accordance with Clause 22 of General Terms & Conditions.
8. In case requests for extension of tender closing date are officially received from two or more bidders, the matter shall be referred to PTML end user/Project owner who shall advise their concurrence on the period of extension with justifications, or advise their rejection of such request. GM Group Compliance shall be the authority to approve or disapprove tender extension request, and all the bidders will be communicated accordingly in time.

## F. **PARTIES**

PTML and Consultant (the successful bidder to whom the Contract is awarded) will collectively be referred to as “Parties” and individually as “Party”.

For the purposes of this RFP and the Contract, Parent Company shall mean Pakistan Telecommunication Company Limited (PTCL) or any PTCL Group Company formed hereafter. Affiliates and Subsidiaries shall mean any of the entities listed as Subsidiaries or Affiliates of the Parent Company in accordance with section X of this Contract. Contracting Party shall mean any Affiliate or Subsidiary listed in section X that has a Contractual relationship with the Consultant.

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 the entities listed in section X of this Contract by sending a notice in writing to the Consultant. The Consultant shall immediately be required to recognize such Affiliates and Subsidiaries of the Parent Company.

The Consultant hereby acknowledges and agrees that the Parent Company or any Affiliate or Subsidiary as defined in section X of this Contract shall have the right to access and benefit from the terms, conditions, pricing and all other aspects of this Contract for the purposes of analyzing and benchmarking the information contained herein for its own procurement purposes, except for agreed prices which are applicable for PTML only.

### **SECTION-X**

#### **PARENT COMPANY:**

**Pakistan Telecommunication Company Limited "PTCL"**

#### **Existing Subsidiaries / Affiliates of the Parent Company:**

- i. Pak Telecom Mobile Limited - Ufone
- ii. U Microfinance Bank Limited - U Bank
- iii. DVCOM Data (Private) Limited - DVCOM Data

## G. **SANCTIONS AND EXPORT CONTROL LAWS**

1. The Consultant shall, in carrying out its obligations in relation to this Agreement and any applicable project or statement of work under this Contract, comply with all export control laws and regulations (“**Export Control Laws**”) and all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered (“**Sanctions**”) as these Export Control Laws or Sanctions are enacted or enforced by international or regional entities such as the United Nations, the European Union as well as the governments of the United States of America, United Kingdom, and any other relevant country.
2. The Consultant shall, in carrying out its obligations in relation to this Contract and any applicable project or statement of work under this Contract:
  - (i) not do anything which may cause the PTML, to breach any Export Control Laws or Sanctions, and the Consultant shall not do anything which may cause PTML to breach any Export Control Laws or Sanctions;

- (ii) provide such assistance and documentation, to the extent possible, as PTML may reasonably require, so that PTML may comply with all applicable Export Control Laws and Sanctions;
  - (iii) notify the PTML in writing as soon as possible if it becomes aware of any breach of its obligations either under this clause or under any applicable Export Control Laws or Sanctions.
3. The Consultant shall be required by the terms of this Contract or any applicable project or statement of work under this Contract to refrain from being directly or indirectly involved in the provision of goods, technology, software or services that may be prohibited by Export Control Laws.
4. The Consultant shall notify PTML in writing as soon as possible if:
- (i) it becomes listed on any restricted parties list (including, without limitation, the US Department of Commerce's Denied Parties List and US Department of State's List of Debarred Parties) or becomes subject to any Sanctions; or
  - (ii) it becomes aware that any relevant authority in any jurisdiction has initiated or will initiate any investigation or proceedings against it relating to an actual or potential breach of any Export Control Laws or Sanctions in relation to its obligations under this Contract or any applicable project or statement of work under this Contract.

## 5. **LIABILITY**

Breach of Sanctions and Export Control Laws incorporated herein shall be considered as a significant breach and the liability of which shall be determined at the sole discretion of and in accordance with the damage as evaluated by PTML which may be over and above any and all liability of breach ascertained for other significant or otherwise, defaults provided for in this Contract.

## 6. **TERMINATION OF AGREEMENT**

### 6.1 **TERMINATION OF AGREEMENT FOR DEFAULT**

- 6.1.1 PTML may, without prejudice to any other remedy for breach of Agreement/POs, by written notice of default sent to the Consultant terminate this Agreement/POs forthwith in whole or in part;
- 6.1.2 If the Consultant fails to deliver any or all of the Goods/Services within the time period specified in the PO(s) issued against this Agreement or any extension thereof granted by PTML.
- 6.1.3 If the Consultant fails to perform any other obligation under the Agreement/POs.
- 6.1.4 If the Consultant, in either of the above circumstances does not cure its failure within a period of 15 days (or such longer period as PTML may authorize in writing) after receipt of the default notice from PTML. PTML shall be at liberty to terminate the Contract, then the Contract is liable to be terminated.
- 6.1.5 In the event PTML terminates the Agreement/POs in whole or in part, PTML may procure, upon such terms and in such manner as it deems appropriate, Goods and services same similar to those Un-delivered, and the Consultant shall be liable to PTML for any excess

costs for such same similar Goods and services. However, the Consultant shall continue, performance of the Agreement/POs to the extent not terminated.

## **6.2 TERMINATION FOR INSOLVENCY**

- 6.2.1 PTML may at any time terminate the Agreement/POs by giving written notice to the Consultant, without compensation to the Consultant if the Consultant becomes bankrupt or otherwise insolvent or enters into winding up whether voluntary or compulsory. Such termination will not prejudice or affecting any other right of action or remedy which has accrued or will accrue thereafter to PTML.

## **6.3 TERMINATION FOR CONVENIENCE**

- 6.3.1 PTML may by written notice sent to the Consultant terminate the Agreement/POs in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for PTML convenience, the extent to which performance of work under the Agreement/POs is terminated, and the date upon which such termination becomes effective.
- 6.3.2 The Goods/Services that are completed and ready to the satisfaction of PTML for delivery within 10 (Ten) calendar days after the Consultant's receipt of notice of termination shall be purchased by PTML at the Agreement/POs terms and price.

## **7. TERMINATION DUE TO BREACH OF SANCTION AND EXPORT CLAUSE**

Without limiting its other rights or remedies, PTML shall be entitled to suspend the services provided under this Contract and/or any project or statement of work under this Contract and/or terminate this Contract and/or any project or statement of work under this Contract with immediate effect, without liability and without obligation to provide any further period to remedy breach of any Export Control Laws or Sanctions by the Consultant or any of its sub-contractor if the Consultant breaches its obligations under this clause or if the Consultant Group or Affiliates (or any Person(s) who controls Consultant entity) becomes listed on any restricted parties list (including, without limitation, the US Department of Commerce's Denied Parties List and US Department of State's List of Debarred Parties) or becomes subject to any Sanctions.

Termination due to breach of Sanction and Export clause would be deemed material breach of Contract and subject to immediate termination

## **H. ANTI-BRIBERY AND ANTI-CORRUPTION OBLIGATIONS**

1. Consultant agrees to comply with all the laws and regulations that apply to it and its business with PTML, particularly anti-bribery and anti-corruption laws and regulations.
2. Consultant warrants and represents that it has set up internal controls, processes and Anti-Bribery and Anti-Corruption ("ABAC") policies to ensure that its personnel are always conducting business with PTML in accordance with such processes, policies and applicable laws and regulations.
3. Consultant agrees that the obligations under this clause shall extend to include its owners, directors, officers, employees, sub-contractor, and agents; hence, Consultant shall be liable for

any breach of this clause by any of its owners, directors, officers, employees, sub-contractors, and agents.

4. Consultant further agrees to cooperate in good faith with PTML and its auditors, attorneys and representatives in the event of any actual or alleged violation of anti-bribery and anti-corruption laws by Consultant (including its owners, directors, officers, employees, sub-contractors, and agents). Such cooperation includes but shall not be limited to providing PTML and its representatives prompt and complete access to relevant records and personnel as requested by PTML in order to analyze facts of the matter.
5. Any breach of this clause shall be deemed material breach of this Contract allowing PTML, at its sole discretion, to terminate this Contract with immediate effect, and take necessary action.

I. **RIGHT TO AUDIT**

The Consultant agrees that: it will maintain all its records for the entire duration of the Agreement, and for at least one (01) year thereafter or for as long as required under the applicable law; and make readily available to PTML, any books, records or accounts, and personnel related to the business/Agreement entered into with PTML, and make its personnel accessible to PTML in this regard, if so requested for the purpose of any investigation and/or audit that PTML may have to carry out for a legitimate reason determined by PTML.

## **ANNEXURE-A**

### **SCOPE OF WORK**

Pak Telecom Mobile Limited (PTML) is desirous to develop a comprehensive Corporate Compliance Universe (Compliance obligation master list, compliance risk register and compliance matrix) to maintain a register of all laws, rules and regulations that applies to PTML (hereinafter referred as “Compliance Universe”). In this regard, PTML is looking for consultancy services of consultants with international reputations to develop the Compliance Universes for PTML with the following deliverables:

- 1) Review of the compliance universe and identification of applicable compliance requirements from all relevant authorities, including but not limited to, federal and provincial laws, regulations, policies, rules, codes, standards and procedures that apply, directly or indirectly on operations and functioning of PTML, posing explicit or implicit risk to PTML.
- 2) Establishment of a master list containing applicable requirements, including but not limited to, local regulations, policies, rules, codes, standards and procedures that apply on PTML.
- 3) The Compliance Universe must also include PTML Internal Control Policies and Guidelines that are implemented in PTML.
- 4) The Compliance Universe should cover, but not limited to, the identified compliance areas shared with you, including License related Telecom Rules and Regulations.
- 5) Assessment of existing processes, roles and controls to identify gaps and areas for improvement.
- 6) Develop a compliance risk register, including processes, controls etc., depending on the compliance requirements as identified in the master list.
- 7) Map the compliance master list to the compliance risk register to have a risk and control matrix across all PTML departments.
- 8) Develop or define a compliance self-certifications and/or control monitoring/reporting framework.
- 9) Design compliance dashboards across all PTML departments to support the ongoing reporting process.
- 10) Based on the above, the Compliance Universe must include the following fields;
  - Regulator/Statutory Body

- Name of source document
- Article/ Section No.
- Article/ Section Description
- Required Evidences
- Testing Methodology
- Compliance Owner in PTML
- Conformity Statement
- Status (Ok/Not Ok)
- Risk Category
- Risk Description
- Potential Root Causes/Drivers
- Penalty Type and estimated value
- Impact on the company
- Likelihood
- Inherent Risk Rating
- Key Control Description
- Control Type (Preventive, Corrective, Recovery, etc.)
- Relevance
- Timeliness
- Control Strength
- Control Design Rating
- Control Design Rating Level
- Residual Risk Rating
- Risk Treatment
- Frequency of self-assessments

11) Determine the control criteria

- 12) Determine the risk criteria
- 13) Dashboards and risk heat maps

The Compliance Universe should be scalable and flexible to include new laws, regulations, policies, rules, codes, standards and procedures comprising of fields as specified here above in clause 3.

**OPTIONAL REQUIREMENTS (A Separate Proposal of these may be submitted along with the main solution):**

Once the Corporate Compliance Universe is prepared and delivered, it will be regularly reviewed, updated and aligned with the latest changes and developments in laws, regulations, policies, rules and procedures. Therefore, PTML needs to establish an automated or manual system/tool to manage such changes in the Compliance Universe. Your proposal should include, but not limited to, the following;

**Option A: Automated System:**

- Establish an automated and real-time system to cater for the above mentioned changes including a detailed plan for its implementation.
- The Consultant shall be responsible for the installation, testing commissioning and integration works of the system and shall ensure good quality and high professional standards.
- The system shall be designed and realized to provide high security, reliability, scalability, fault tolerance and easy maintainability.
- The system shall support the backup of data to the satisfaction of PTML.
- All basic, optional and enhanced features available in the software of the system shall be part of the offered system.
- The Consultant undertakes to provide technical support services throughout the implementation period and during the warranty period of the system.

**Option B: Manual System (Worksheets):**

- Frequency of updates in the Compliance Universe.
- Required number of dedicated resources to perform the required updates.

**ANNEXURE -B**  
**TECHNICAL PROPOSAL**

The technical proposal must include, without limitation, the following:

**1) Consultant Eligibility, Experience and References:**

- a. Company Profile.
- b. Authorization and certification of your firm to provide consultancy for these kind of services including company incorporation/registration documents.
- c. Experience of your firm in relation to the scope of work.
- d. Reference in similar engagements, this should include a list of organizations served by you for similar kind of services.
- e. Understanding of PTML business and legal and regulatory regimes in which PTML operates in.
- f. Business partnerships and alliances.
- g. Experience of working in similar market conditions

**2) Proposed Team Experience**

- a. Relevant technical skills.
- b. Knowledge of similar solutions.
- c. Has worked on similar engagements.
- d. Engaged in Group Environment.
- e. Participation of senior dedicated personnel to the engagement.
- f. CVs of the team and their contact details.
- g. Availability of team to respond on questions during the engagement.
- h. Details of the project owner.

**3) Deliverables**

- a. Must include all deliverables as specified in the Scope of Work
- b. Details of deliverables.
- c. Same deliverables addressed in similar projects.

**4) Consultancy Methodology and Timeframe:**

- Provide transparent methodology.
- Use of relevant tools to save time.
- Total time required to complete the Compliance Universe.
- Detailed timeline in the form of Project Implementation Plan to complete the engagement including, but not limited to, the following:
  - Timeline for the initial draft.
  - Review meeting to discuss the draft universe.
  - Timeline to make the required changes.
  - Final Compliance Universe Metrix.
- Assurance to complete the engagement on a timely basis as agreed in writing.

**ANNEXURE-C****TECHNICAL EVALUATION CRITERIA**

<b>Sr. No</b>	<b>CRITERIA</b>	<b>MAX. MARKS</b>	<b>CONDITIONS</b>
1	Technical Capability, Methodology and Timeframe	35	Deal Breaker
2	Experience and References	20	Critical
3	Proposed Team Experience	20	Critical
4	Deliverables	25	Critical
	<b>Total Score</b>	<b>100</b>	

**ANNEXURE-D****PRICE SCHEDULE (COMMERCIAL PROPOSAL)**

Name of the Bidder:

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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: \_\_\_\_\_

**A. PRICE SCHEDULE-PKR**

1	2	4	5	6	7
Sr.	Detailed Description	Price in PKR			Total Cost in PKR including all taxes
		Pre-Sales Tax	Sales Tax @17%	Total (4+5)	
1.					

Total Bid Amount in Words:

---

**Signatures & Stamp of the Bidder****NOTE:**

- Discount, if any, shall be clearly shown in the 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 services being offered. In case the bidder mentions the levy of sales tax, and later on after the supply of services claims exemption, necessary reduction in price @ 17% will be made at the time of payment.

**ANNEXURE-E****TECHNICAL AND 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 of the RFP 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 PTML 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 is stated to be "complied", the bidder may provide further reference details; but in the event of any discrepancy between these details and the statement of compliance then the compliance statement will be taken by PTML 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 the commercial compliance sheet such clause(s) or sub-clauses would be considered as not complied.

6. Failure to provide technical and/or commercial compliance will be deemed sufficient cause of rejection of the bid.

This **NON-DISCLOSURE AGREEMENT** (the “**Agreement**”)

is made on the \_\_\_\_\_ 2020 (the “**Effective Date**”)

between

**Party A** having its registered office at \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called “**Party A**”) which expression shall include its successors in interest and permitted assigns)

and

**Pak Telecom Mobile Limited**, a company registered under the laws of Pakistan, having its registered office at Ufone Tower, 55-C, Blue Area, Jinnah Avenue, Islamabad Pakistan. (hereinafter called “**PTML**”) which expression shall include its successor in interest and permitted assigns).

Party A and PTML each possesses valuable, confidential and/or commercially sensitive information in relation to various technologies and related business opportunities and they wish to gain access to such information for the purposes of establishing a cooperation between the Parties for the cooperation concerning the “Development of Compliance Universe for PTML”)

**NOW IT IS HEREBY AGREED AS FOLLOWS: -**

In this Agreement: -

**"Confidential Information"** means any information disclosed by the Disclosing Party to the Receiving Party in relation to the Purpose, which is:

- (a) in tangible, visible or recorded form (including but not limited to financial, commercial, technical information, equipment, materials, computer software, data, processes, specifications, drawings and other documents and items) and marked as "Proprietary" and/or "Confidential" or with some other similar marking or denomination; or
- (b) Communicated orally and is said to be proprietary and/or confidential in its nature and which is within 30 (thirty) days converted into tangible, visible or recorded form. For the avoidance of doubt, "Confidential Information" includes all documents and other items to the extent to which they contain Confidential Information.

**"Disclosing Party"** means the party disclosing the Confidential Information;

**"Receiving Party"** means the party receiving the Confidential Information;

**"Party"** means any one of the Disclosing Party or Receiving Party; and

**"Parties"** means both of the Disclosing Party and Receiving Party.

1. In consideration for the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party shall:-
  - (a) treat all Confidential Information received from the Disclosing Party as proprietary and confidential and, unless expressly authorized in writing to do so by the Disclosing Party, shall not disclose any Confidential Information to third parties and shall only use such Confidential Information for the Purpose;
  - (b) disclose the Disclosing Party's Confidential Information only to its personnel on a “need to know” basis for the Purpose;
  - (c) ensure that the Confidential Information is given to any third party only on a “need to know” basis and provided that prior written consent of the Disclosing Party is obtained;
  - (d) except as authorized in writing by the Disclosing Party, only use, copy or reduce Confidential Information into tangible, visible or recorded form as is strictly necessary for the Purpose. All

copies shall contain the same proprietary or confidential designations denoted on the original Confidential Information;

- (e) protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information, but in no case with any less degree than reasonable care;
- (f) not remove, alter or deface any proprietary or confidential designations denoted on the Confidential Information;
- (g) promptly cease to use the Confidential Information and all copies thereof upon the written request of the Disclosing Party; and
- (h) upon the written request of the Disclosing Party, promptly return all Confidential Information and all copies thereof to the Disclosing Party.

2. The obligations contained in Clause 1 above do not apply to Confidential Information: -

- (a) which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Agreement (but compilations of information which are not public shall not be treated as being public by reason of them containing information which is in the public domain);
- (b) which the Receiving Party can provide documentary proof that it was in its lawful possession of prior to disclosure to it by the Disclosing Party and which were not acquired directly or indirectly from the Disclosing Party under an obligation of confidentiality;
- (c) which are lawfully and bona fide obtained by the Receiving Party from a third party who to the knowledge and reasonable belief of the Receiving Party did not receive such information directly or indirectly from the Disclosing Party when under a duty of confidentiality;
- (d) which is developed by the Receiving Party independently of the Disclosing Party as supported by the Receiving Party's written records.

3. Both Parties acknowledge that a breach of any provision of this Agreement will result in irreparable injury and continuing damage to the Disclosing Party for which there will be no adequate remedy at law. In the event of a breach of any provision of this Agreement, the Disclosing Party shall be entitled to injunctive relief, without the necessity of proof of actual damage, and to such other and further relief as may be just and proper.

4. This Agreement shall in all respects be governed by the laws of Pakistan. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules under Arbitration Act 1940(as amended) by a sole arbitrator appointed in accordance with the said rules. The arbitration shall be held in Islamabad, Pakistan. The arbitral procedure shall be conducted in the English language. The arbitral award shall be final and binding on the Parties.

5. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (three) years from the Effective Date or 30 (thirty) days from receipt of a prior written notice of termination by either Party, provided, however, that neither the expiration nor the termination of this Agreement shall release either Party from any of the obligations of confidentiality and non-use set out above with respect to any disclosure made during the term of this Agreement for a term of 5 (five) years from the date of termination or expiration of this Agreement.

6. Upon termination or expiration of this Agreement, the Receiving Party shall, upon request of the Disclosing Party either destroy or return all Confidential Information disclosed by the Disclosing Party and all of their copies to the Disclosing Party within 30 (thirty) days.

7. Except as expressly stated in writing by the Disclosing Party it is so expressed that nothing contained in this Agreement shall be construed as expressly or implicitly granting any rights to the Receiving Party in respect of any patent, copyright, license or other intellectual property right in force and belonging to the Disclosing Party.

8. This Agreement shall not be construed in any manner to be an obligation of either Party to enter into a sub-contract or contract, to create a joint venture association, partnership or other business organization, or to result in any claim whatsoever by one Party against the other for reimbursement of cash for any effort expended.
9. This Agreement shall be binding upon the Parties and their respective successors, subsidiaries and affiliates.
10. This Agreement shall not impede the Parties to enter into similar agreements with third parties on the same or similar subjects.
11. No amendment to the terms and conditions of this Agreement shall be valid unless made in writing and signed by an authorized representative of each Party.
12. Neither Party shall assign or otherwise transfer any of its rights or obligations pursuant to this Agreement to any third party without the prior written consent of the other Party and any attempted assignment or transfer without such prior written consent shall be null and void.
13. The failure or delay of the Disclosing Party at any time to require performance and/or enforcement of any provision of this Agreement shall not be construed as a waiver of the Disclosing Party's rights under this Agreement, nor shall the failure of the Disclosing Party to take action affect its rights at some later date to enforce these rights under this Agreement for a breach of any of the provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the date first above written.

Signed for and on behalf of  
**Party A**

Signed for and on behalf of PTML  
**PTML**

Signature :

Signature :

Name :

Name :

Title :

Title :

Witnesses

Party A

PTML

Signature:

Signature :

Name:

Name :

Title:

Title :