**VENDOR REGISTRATION FORM**

**FOR**

**\_PTCL / PTML (Ufone)**

1. **Introduction and rules**

Dear Sir / Madam

Thank you for showing interest in doing business with Pakistan Telecommunication Company Limited (PTCL) / Pak Telecom Mobile Limited (PTML). PTCL / PTML procurement procedures include a mandatory registration process for all vendors. Kindly provide us the information and documents, required hereunder, to duly register your business in our Vendor Management System. Take time to complete and review the provided information, as the same will be used for future communication, bidding evaluation, issuing of contracts and purchase orders, invoice and payment processing and for Pakistan taxation compliance/reporting by PTCL / PTML- mainly withholding of taxes and issuing of related tax certificates.

This registration process is subject to following rules:

1. This registration form is required to be furnished by all new and existing vendors, along with all the documents mentioned in the checklist given at Section 14.
2. Provision of this form does not constitute any right accruing to the vendor for sending unsolicited queries to PTCL / PTML and / or expecting RFQ, RFP or award of any contractual engagement or purchase order from PTCL / PTML.
3. This Registration process will supersede previous registration documentation, if any.
4. It shall be valid for a period of three years; thereafter, it will be your responsibility to have this registration renewed in a timely manner, at least 3 months ahead of expiry of the existing registration.
5. In case of any changes in particulars provided by you in this form, you shall furnish a duly completed registration form with all the updated particulars. Such intimation of changes in particulars should reach PTCL / PTML at the earliest possible time, to avoid any delay in payment processing or issuing of tax certificate(s) with incorrect particulars.
6. All pages of this Form and related documents must be signed and stamped by an appropriate signatory from your organization, authorized to transact business and enter into contracts with PTCL / PTML.
7. All the information sought by PTCL / PTML through this Form shall be kept in total confidence and shall not be disclosed to anyone outside PTCL / PTML , unless required under the law or by order of court of law. On the same grounds, no confidential/commercially sensitive information related to PTCL / PTML, such as purchase orders, contracts, and quotations shall be disclosed without obtaining prior written authorization to that effect.
8. **Documents required with the Registration Form**

(In case any of the below document is not included or applicable to your organization provide the reason for the same in the remarks column.). Documents must be indexed and tags.

* 1. **Copies of Firm registration (Registrar of Firms), Membership Certificate of Chamber of Commerce & Industry and incorporation certificate.**
	2. **Sales Tax and NTN certificates.**
	3. **Memorandum of Article.**
	4. **Valid ISO Certificate or Quality Assurance Manual / Quality Policy of the Company Firm.**
	5. **Company financial statements and balance sheet (Audited Reports) for the last two fiscal years along with copies of Final Income Tax Returns for the last two financial years.**
	6. **Designation wise employee list on firm letter head (Technical staff details should be mentioned separately).**
	7. **Original Power of attorney of authorized Signatories/personnel (Same as mentioned in Part-8 of VR Form) attested by Court/Notary Public. (Rs. 50 Stamp Paper)**
	8. **Copies of valid foreign Agency Agreement/dealership/ distributorship, if applicable.**
	9. **Company profile along with experience over the last two years stating major supplies/contracts/services, with values and corresponding client name along with Copies of Latest POs, Work Orders etc. as evidence of experience.**
	10. **Pakistan Engineering Council Certificate. (if applicable)**
	11. **Signed Non-Disclosure Agreement (Page 8)**
	12. **All pages of this registration form & related documents must be signed and stamped by the authorized signatory.**

All parts of this registration form must be completed, incomplete forms will not be processed. All Documents should be in bind form and properly flagged. Properly maintain documents index page and courier all documents on the below defined address.

**(Apply only if your firm has been established for more than two (2) Years)**

Incomplete application and/or missing information shall not be dealt with; all queries regarding registration should be directed to Vendor Relation Section, PTCL Headquarters on Phone No. 051-2255512, wasim.anwar@ptcl.net.pk.

**(PTCL – GM Procurement Business Support, Room 10, 4th Floor Old Building,**

**PTCL H/Qr G-8/4 Islamabad)**

**NOTE: VENDOR REGISTRATION WITH PTCL/UFONE IS FREE OF COST**

**AND THERE ARE ALSO NO CHARGES FOR UPGRADATION OR RENEWAL OF THE VENDORS.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

1. **Registration Form for**

New vendor registration  updating particulars on an existing vendor

 Add Product/Services Categories  Delete Product/Service Categories

 Renewal of Registration. VR Code\_\_\_\_\_\_\_\_\_\_\_\_\_ Others (Specify\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 **Note : For Renewal of the vendor, submit only VR Form (Pg 3-7) and last two years Tax Returns**

1. **Basic Particulars of the business**

Name of the business

Registered office address

Mailing address

(For communication)

 Contact Person & Designation Phone

Mobile Email

1. **Type of business**

Sole proprietorship Listed Public Ltd Co Provincial govt.

 Institution

 Unregistered Non-resident (NR) Foreign government

 Partnership

 Registered Permanent Est'ment Foreign govt.sub-

 Partnership of a NR division

 Private Ltd Co Federal Govt. Local govt. Institution

 Institution

 Unlisted Public Non Profit Organization Other …

 **Ltd Co**

 Please specify "Other"

 Company/Partnership Reg. No. (as per copy of registration provided)

1. **Nature of business**

 Service provider Retailer Manufacturer Reporter

 Commercial Wholesaler Wholesaler & distributor

 Importer

 (Please tick more than one box, in case your transact business in more than one manner given above**.**)

1. Products/Services, offer to PTCL/Ufone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Particulars of the business owner(s)** (Proprietor, Partners, Directors)

 Name NTN/CNIC/Passport No. Nature of ownership Ownership%

 (Attach additional sheets, if there are more owners. Please provide copy of the relevant corporate filing for complete list, like Form 29, if available.)

1. **Key signatories authorized to sign bids, offers, quotations, proposals and contracts**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr** | **Name** | **Position** | **Contact No.** | **Specimen Signature** |
| i) |  |  |  |  |
| ii) |  |  |  |  |
| iii) |  |  |  |  |

* 1. **Total No of Employees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Technical Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
1. **Particulars of tax registration(s)**

 Tax No./STRN/ NTN \* Creation Date Registered Office address

FBR \*\*

PRA

SRB

KPRA

AJK Tax

* Please provide copy of the relevant tax registration certificate.
* Please provide NTN as well as STRN, if applicable.

GST # :

In case you are a non-resident business with no permanent establishment in Pakistan, in terms of Pakistan tax laws and the related Double Taxation Treaty, then please provide relevant documentation and a certificate to that effect to enable PTCL / PTML to account for relevant taxation based on your tax residence status.

1. **Related Business Entities**

Is there any company or business entity related to you, that is involved in provision of goods

or services to PTCL / PTML ? Yes No

In case the answer to above question is a Yes, please provide names and relevant Pakistan tax registration information using format given in Section 8.

1. **Staff Support**

|  |  |  |
| --- | --- | --- |
| **Sr** | **Designation/Position** | **No. of Staff** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |

1. **Emergency Key Contact person for PTCL / PTML (Minimum Three )**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr** | **Name** | **Designation** | **Contact No** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |

1. **Department wise details (also required on company letter head)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr** | **Department Name** | **No of Employee** | **Remarks** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **6** |  |  |  |

1. **Banking Information**

 Account title

 Bank name Branch name

 Account number Branch Code Bank city

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Bank IBAN |  |  |  |  |  |  |  |

1. **Current /Prior Relationships with PTCL / PTML**

Have you been an employee of PTCL / PTML, or related thereto? **Yes No**

If the answer above is yes, please provide the nature of association and time period of involvement.

Are there other principle officers/partners/directors working in your organization, who had been

employees of PTCL / PTML , or related thereto? **Yes No**

If your answer above is yes, then please provide following particulars of principle officers/partners/directors that have been associated with PTCL / PTML employees, through employment or otherwise:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **At your organization (current)** | **At PTCL / PTML (Past)** |  |
| **Position** | **Department** | **Relationship** | **Position** | **Time period** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. **Declaration**

I/we, the undersigned, hereby confirm that the information provided above is correct and true to the best of my/our knowledge, with every effort made to keep the same complete. I/we understand that PTCL / PTML may use this information to meet its different legal obligations and statutory requirements. I/we have carefully read the rules and guidelines given in Section 1 and confirm that we fully understand them and agree to abide by the same. I/We further undertake to immediately update PTCL / PTML on any change in the particulars given above as and when those changes take place.

For/on behalf of

(Signature)

(Name)

 (Vendor name and stamp)

(Designation)

(Date)

**Company / Firm Financial Status:**

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Description** | **Financial Status (Last Two Financial Years)** |
| **Financial** **Year-20\_\_\_\_\_** | **Financial**  **Year – 20\_\_\_\_** | **Average** |
| 1. | Sales / Revenues |  |  |  |
| 2. | **Less:** Cost of Sales |  |  |  |
| 3. | **=** Gross Profit |  |  |  |
| 4. | **Less:** Expenses / Charges |  |  |  |
|  | **a.** Administrative Expenses |  |  |  |
|  | **b.** Other operating Expenses |  |  |  |
|  | **c.** Financial Charges |  |  |  |
| 5. | **Add:** Other Income |  |  |  |
| 6. | **=** Profit / (Loss) Before Tax |  |  |  |
| 7. | **Less:** Taxation |  |  |  |
| 8. | **=** Profit / (Loss) after Tax |  |  |  |

**A business Profit & Loss statement is required to be submitted on the company letter head along with copy of last two financial years Income Tax Return details (Declaration 114 or 116).**

**Non-Disclosure Agreement**

 (Any device, graphics, written information or information in other tangible

forms for evaluation and/or development purposes)

This Agreement is effective the ......... day of ................... 20\_\_\_\_, between PTCL, having principal place of business at Sector G-8/4, Islamabad, Pakistan (hereinafter called “Disclosing Party”) and M/s “Insert Bidder Name” whose office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and, (hereinafter called “RECIPIENT”).

**WHEREAS** the Disclosing Party invites RECIPIENT to participate in any PTCL Tender in this Non Disclosure Agreement shall be applicable.

**WHEREAS**, the Disclosing Party has or may acquire certain confidential information, which it desires to disclose to the RECIPIENT and the RECIPIENT is willing to accept such information confidentially and as limited herein.

**NOW, THEREFORE**, the parties agree as follows:

1. “**CONFIDENTIAL INFORMATION**” is defined as any device, graphics, written information or information in other tangible forms that is disclosed, for evaluation and/or development purposes, to the RECIPIENT by Disclosing Party and that is marked at the time of disclosure as being “Confidential” or “Proprietary”. (Information disclosed orally or visually and identified at that time as Confidential shall be considered as “Confidential Information” if it is reduced to tangible form, marked Confidential and transmitted to the RECIPIENT within thirty (30) days after the oral or visual disclosure).

2. Unless otherwise expressly authorized by Disclosing Party, the RECIPIENT agrees to retain the “Confidential Information” in confidence for the “Confidential Period”, during this period RECIPIENT shall not disclose the received “Confidential Information” to any third party, and shall not use the received “Confidential Information” for any purpose other than the aforesaid evaluation and/or development purposes. The “Confidential Period “shall be from the date of receipt of the “Confidential Information” until such time as the information no longer qualifies as “Confidential Information” pursuant to paragraph 4.

3. RECIPIENT shall use its best efforts to limit dissemination of Disclosing Party’s “Confidential Information” to such of its employees who have a need to know for the aforesaid evaluation and/or development purposes. Every such employee to whom the “Confidential Information” is passed on as part of the work shall provide an undertaking.

4. Notwithstanding any other provisions of this Agreement, both RECIPIENT and Disclosing Party acknowledge that “**Confidential Information**” shall not include any information which:

(a) Is or becomes publicly known through no wrongful act on the RECIPIENT’s part; or

(b) Is, at the time of disclosure under this Agreement, already known to RECIPIENT without restriction on disclosure; or

(c) Is, or subsequently becomes, rightfully and without breach of this Agreement, in RECIPIENT’S possession without any obligation restricting disclosure; or

(d) Is independently developed by RECIPIENT without breach of this Agreement; or

(e) Is, furnished to a third party by Disclosing Party without a similar restriction on the third party’s rights; or

(f) Is, explicitly approved for release by written authorization of Disclosing Party.

(g) Is required to be disclosed by law or by order of a court of competent jurisdiction.

5. RECIPIENT agrees to return to Disclosing Party upon request, the devices, graphics, writings and information in other tangible forms containing any of the “Confidential Information” referred to in paragraph 1 and any copies of “Confidential Information”.

6. No license, expressed or implied, in the “Confidential Information” is granted to the RECIPIENT other than to use the information in the manner and to the extent authorized by the Agreement.

7. This Agreement shall be governed by and construed in accordance with the Laws of the Islamic Republic of Pakistan.

8. Any disputes arising out of or in connection with this Agreement shall be finally settled by Arbitration rules of the Chamber of Commerce and Industry in Islamabad, Pakistan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE …………………………… Vendor Stamp: -------------------

**SUPPLIER CODE OF CONDUCT**

**INTRODUCTION TO SUPPLIER CODE OF CONDUCT**

Pakistan Telecommunication Corporation Limited (“PTCL”) is highly committed to conduct its business with the highest ethical standards and we have the same expectations from its suppliers. This Supplier Code of Conduct (“Conduct”) provides information and guidance to our suppliers on how to conduct their business with PTCL in an ethical manner and to practice integrity.

**COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

Suppliers shall;

* Comply with all applicable local and international laws, rules and regulations and international standards wherever they conduct business.

**CONFLICTS OF INTEREST**

Suppliers shall not;

* Have any relationship with any employee of PTCL that conflicts or possibly may conflict with the interest of PTCL.
* Make any payments to any employee of PTCL as part of any transaction that takes place during the course of business.

Suppliers shall;

* Always act in the best interest of PTCL.
* Report at their earliest if they or their employees have any potential or actual conflicts of interest with PTCL, by contacting compliance@ptcl.net.pk.

**LABOUR LAWS**

**Child and Forced Labour**

Suppliers shall;

* Respect all applicable local labour laws.
* Refrain from any forced, compulsory labour, slavery or human trafficking.
* Ensure that there is no threat or use physical violence or abuse and intimidation against a worker, his or her family, or close associates.

**Fair Treatment**

Suppliers shall;

* Provide a safe, healthy and secure workplace to their employees.
* Maintain a productive workplace free of mental or physical coercion and harassment.

**Wages, Working Hours and Benefits**

Suppliers shall;

* Ensure that working hours for employees not exceed the maximum limit set by the applicable labour laws.
* Make sure all applicable laws related to minimum wages, social security, and overtime hours are followed
* Establish that the compensation and benefits paid to employees provides them an adequate standard of living.

**FAIR DEALING AND COMPETITION LAWS**

Suppliers shall not;

* Involve in collusive bidding, price fixing, price discrimination or other unfair trade practices.

Suppliers shall;

* Conduct their business in accordance with all applicable anti-trust laws.
* Maintain fair business standards in advertising and sales practices.

**BUSINESS INTEGRITY**

**Gifts, Hospitality and Entertainment (Business Courtesies)**

Suppliers shall not;

* Directly or indirectly, offer gifts to PTCL employees or to anyone closely linked to them to influence any business decision or unfair business advantage.
* Offer hospitality, such as social events, meals or entertainments to gain improper business advantage.

**Note**: Ordinary business meals and small tokens of appreciation such as dairies with company logo generally are fine, but the value such business courtesies must be reasonable and appropriate to the recipient’s position and to the occasion.

**Corruption and other Prohibited Business Practices**

Suppliers shall;

* Comply with relevant laws and regulations concerning bribery, corruption and fraud.
* Never offer, give or receive bribes or improper payments or participate in any corrupt activity, either directly or through any third party.

**PROTECTION OF INFORMATION**

Suppliers shall;

* Protect PTCL confidential and proprietary information and should respect intellectual property rights, including patents, trademarks, copyrights and process designs.
* Never share any confidential information of PTCL with anyone unless authorized to do so by PTCL.

Note: If a supplier is under a contractual or legal obligation of not sharing any information of any third party, the same should not be shared with anyone in PTCL.

**HEALTH, SAFETY, AND ENVIRONMENT**

**Environment and Pollution Prevention**

Suppliers shall;

* Comply with the applicable environmental laws to ensure responsible practices.
* Have systems in place to avoid or mitigate adverse impacts on the environment.

Note: Suppliers should ensure environmental friendly techniques in their research and development activities. Any activity that has the potential to adversely impact human life, wild life or environmental health should be appropriately managed.

**Health and Safety**

Suppliers shall;

* Provide their employees a healthy and safe working environment in accordance with the applicable laws and regulations.
* Protect their employees from physical/chemical hazards and physically demanding tasks in the workplace.
* Provide their employees trainings on health and safety issues and ensure healthy working atmosphere for them.

**General Disclaimer:**

This Supplier Code of Conduct of PTCL is in no way intended to conflict with or modify the terms and conditions of any of your existing contract with PTCL. If any provision in this Supplier Code conflicts with any clause in your contract with PTCL, the terms of the contract shall govern.

**Undertaking:**

I hereby confirm that I have read and understand and duly agree to comply with this Supplier Code of Conduct of PTCL. I further certify that if I fail to comply with any of the foregoing requirement, PTCL at its sole discretion may take the appropriate action, which may result in disqualification or blacklisting.

For and behalf of <Supplier Name>: Date: \_\_\_\_ /\_\_\_\_\_ /\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR PTCL / PTML INTERNAL USE ONLY**

1. Team procuring the Vendor

1. Comments
2. Approval of Departmental Head

 (Name / Signature) (Date)

1. Form received by:

 (Name / Signature) (Date)

1. SAP Vendor ID assigned 6. Tax Code
2. SAP Purchase Group
3. Data entered by:

 (Name / Signature) (Date)