**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. PTCL Group would like to further strengthen its business relationship with your company by extending financial services through PTCL Group’s financial arm, U Microfinance Bank Ltd. (U Bank). The decision has been made with the view to further streamline PTCL’s ‘*Procure to Pay’* process while offering hassle free financial services to PTCL Group’s valued vendors, which will potentially add value to your business.
9. In line with the above-mentioned decision, henceforth, **all payments from PTCL and PTML will be made in vendors’ accounts maintained in UBank.  Therefore, you are requested to open and maintain an account at UBank for this purpose.**
10. Furthermore, to strengthen our business relationship and for better communication it is also advised to use **PTML (Ufone) sims for coordination please.**
11. **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.). Scanned documents required:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Documents Required** | **Sole Proprietor** | **Partnership** | **Company** | **Foreign vendor** |
| Complete Vendor Registration Form | Mandatory | Mandatory | Mandatory | Mandatory |
| NTN Certificate | Mandatory | Mandatory | Mandatory |  |
| GST | Mandatory | Mandatory | Mandatory |  |
| Incorporation Certificate | - | - | Mandatory | Mandatory |
| Partnership Deed | - | Mandatory | - |  |
| Article of Association, Memorandum of Article | - | - | Mandatory |  |
| FBR Income Tax Returns of last two financials years | Mandatory | Mandatory | Mandatory |  |
| Last year Audit Report | - | - | Required | Mandatory |
| Employee Details along with Technical Team on Company's letterhead | Required | Required | Required | Required |
| Company Profile | Required | Required | Required | Required |
| Product and Services Offered | Required | Required | Required | Required |
| Related Pos/Contracts | Required | Required | Required | Required |
| 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) | Mandatory | Mandatory | Mandatory |  |
| Evidence of Valid / Relevant Certification (as applicable e.g. ISO 9001 / 27001 / 14001 / 45001 / 2000 / PCI DSS) or Quality Assurance Manual / Quality Policy of the company / firm. | Required | Required | Required | Required |
| Pakistan Engineering Council Certificate (PEC) (Valid) | If applicable | If applicable | If applicable |  |
| Copies of valid foreign Agency Agreement/dealership/ distributorship, if applicable | If applicable | If applicable | If applicable |  |
| CNIC/Passport of the owners/BOD | Yes Owners' | Yes Partners' | Yes Directors' | Required |
| UBank Application | Required | Required | Required |  |

All parts of this registration form must be completed, incomplete forms will not be processed. All Documents must be send in scanned form. **(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 Contact No. 051-2283592, 2255512, 0332-0208786, 03333400155, [Vendor.registration@ptclgroup.com](mailto:Vendor.registration@ptclgroup.com); [Wasim.anwar@ptclgroup.com](mailto:Wasim.anwar@ptclgroup.com); [Usman.Shafique@ptclgroup.com](mailto:Usman.Shafique@ptclgroup.com)

**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  Renewal of Registration. Vendor Code\_\_\_\_\_\_\_\_

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

 updating particulars on an existing vendor  Others (Specify\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**Note: In Renewal case vendor need to submit only VR Form and last two years Tax Returns**

1. **Basic Particulars of the business**

Name of the business

Registered office address

Mailing address

(For communication)

City Country Postal Code

Contact Person & Designation

Phone Cell # 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. Reg Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(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**.**)

5.5 Interested PTCL regions: \_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_

1. List of services and products offered/ provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.1. Are you representing any manufacturer/OEM: Yes / No

Name of Manufacturer /OEM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (also attached agency certificate)

1. **Particulars of the business owner(s)** (Proprietor, Partners, Directors)
2. Name CNIC. Ownership%

Father Name

1. Name CNIC. Ownership%

Father Name

1. Name CNIC. Ownership%

Father Name

1. Name CNIC. Ownership%

Father Name

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

**7.1. Name your parent company and subsidiaries (as applicable)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SNO** | **Parent/Subsidiaries/Principle** | **Company name** | **City** | **Country** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**7.2. List of Ultimate Beneficial Owner’s (UBO) and their nationalities.**

|  |  |  |  |
| --- | --- | --- | --- |
| **SNO** | **Beneficial Owner’s (UBO)** | **Nationalities** | **Country** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**7.3. List of countries of incorporation and operation.**

|  |  |  |  |
| --- | --- | --- | --- |
| **SNO** | **Company name** | **City** | **Country** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**7.4.** **List of services and products offered/ provided.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Company** | **Product/Service Name** | **Product/Service Name** | **Product/Service Name** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**7.5. Proposed currency if payment/ transaction.**

|  |  |  |
| --- | --- | --- |
| **SNO** | **Currency** | **Country** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Key signatories authorized to sign bids, offers, quotations, proposals and contracts. Also required on stamp paper:**

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

1. **Particulars of tax registration(s)**

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

FBR \*\*

PRA

SRB

KPRA

AJK Tax

* Please provide copy of the relevant tax registration certificate.

STRN / 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. **Total Number of Employees : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Department wise details (required on company letter head)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr** | **Employee Name** | **Designation** | **Department** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **6** |  |  |  |
| **7** |  |  |  |

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

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

1. **Banking Information**

Account title

Bank name Branch name

Account number Branch Code Bank city

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

**\*U-Bank account is preferred for better services as part of PTCL Group.**

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 name, designation and nature of association and time period of involvement.

1. Are there other principle officers/partners/directors/blood relation/relative/friend working in your organization, who had been employees of PTCL / PTML or presently working in PTCL/PTML?

Yes **No**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **At PTCL/PTML (Presently)** | | **At PTCL / PTML (Past)** | | |  |
| **Position** | **Department** | **Relationship** | **Position** | **Department** | **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

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

Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.
* Supplier has never been convicted, charged with or committed a crime.

**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.

**Consumers/User Protection Act:**

It is confirmed that the company comply with consumer protection act, and equipment/goods and services provided/manufacture are not harmful for its customer/users.

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE CERTIFICATION

1. The Vendor for the purposes of this Anti-Bribery and Anti-Corruption Compliance Certification is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[**Insert details of the relevant business entity (e.g. company name, trading name) OR details of the individual if there is no formal business entity**].
2. The Third Party agrees that any reference to the Third Party also includes its owners, directors, officers and employees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[DELETE if the Third Party is an individual].**
3. The Vendor agrees that it is committed to complying with all of the laws and regulations that apply to it and its business with Pak Telecom Mobile Limited (“PTML”) and Pakistan Telecommunication Company Limited (“PTCL”), particularly anti-bribery and anti-corruption laws and regulations.

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1. The Vendor represents and certifies that it:

* Has not and will not, directly or indirectly, offer, pay, seek, accept or promise a payment, gift, favour, item of value or a financial, non-financial advantage as well as a commercial advantage from another to influence a business outcome improperly, to induce or reward improper conduct or to gain any commercial, contractual, regulatory or personal advantage.
  + Has no knowledge of any past or current violations of any anti-bribery and anti-corruption laws by itself or any of its agents, representatives, consultants or any other persons retained or paid by the Third Party in connection with any PTML/PTCL business.
  + Will take all reasonable steps to ensure that each of its agents, representatives, consultants or any other persons retained or paid by the Third Party in connection with any PTML/PTCL business will not violate the anti-bribery and anti-corruption laws.
  + In respect of any PTML/PTCL business, has not paid, given, offered or agreed to pay or offer any political contribution, gifts, facilitation payments or charitable donations, directly or indirectly and that it will not do so in the future.
  + Has kept and will keep complete and accurate records of all transactions and expenses related to its business with PTML/PTCL. Such records will state in the reasonable details including but not limited to the purpose of each transaction and expense, the recipient and any other details required by PTML/PTCL from time to time.
  + Will maintain for at least two (2) years and make readily available to PTML/PTCL (including its internal or external auditors) any books, records or accounts in connection with PTML/PTCL business for the purpose of investigating or conducting an audit of the Third Party.
  + Will conduct appropriate due diligence on parties to which it pays commissions, referral, marketing or other fees related to PTML/PTCL business, and that it has no reason to believe that any of its agents, representatives, consultants or any other persons retained or paid by the Third Party in connection with any PTML/PTCL business have violated anti-bribery and anti- corruption laws.
  + Has implemented a program to communicate to and train its owners, directors, officers, employees and inform its agents, representatives, consultants and any other persons engaged in its business related to PTML/PTCL on compliance with anti-bribery and anti-corruption laws.
  + Has provided complete and accurate information to PTML/PTCL at all times.

1. The Vendor agrees to cooperate in good faith with PTML/PTCL and its auditors, attorneys and representatives in the event of any actual or alleged violation of anti-corruption laws by the Third Party. Such cooperation includes providing PTML/PTCL and its representatives prompt and complete access to the Third Party’s records and its owners, directors, officers, employees and agents for interviews. The Third Party further agrees that if subsequent developments cause the representations and certifications it had provided herein to no longer be accurate or complete, it will immediately furnish PTML/PTCL with a written report detailing the causes and extent of such differences.
2. The Vendor agrees that the Third Party will provide an updated Anti-Bribery and Anti-Corruption Compliance Certification to PTML/PTCL on each anniversary of the date of this Anti-Bribery and Anti-Corruption Compliance Certification.

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Date Name & title of legal representative/individual

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and stamped

# DUE DILIGENCE

**Related Business Entities**

1. 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. Is any of your family member/relative is already involved in provision of goods or services to PTCL / PTML? Yes No

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Background Questionnaire**  **Please provide complete answers to all questions. If you require, additional space please attach extra pages.** | | | | |
| 1. Full Name (including Company and Trading Name if applicable): | | | | |
| 2. Registered address: | | Telephone:  Fax:  Website:  Email Address: | | |
| 3. Proposed relationship with PTML/PTCL: | | | | |
| 4. Country of Registration:  Registration Number:  Date of Registration: | | | | |
| 5. Company structure (including any parent companies, subsidiaries, jointly owned companies and other affiliated companies) (if applicable) | | | | |
| Name | Address | | Registration  Information | Contact Information |
|  |  | |  |  |
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| --- | --- |
| 6. Business references: | |
| Name:  Address:  Contact numbers:  Contact Name:  Relationship: |  |
| Name:  Address:  Contact Numbers:  Contact Name:  Relationship: |  |
| 7. Banking/Credit References: |  |
| Name:  Address:  Contact Numbers:  Contact Name:  Relationship: |  |
| Name:  Address:  Contact Numbers:  Contact Name:  Relationship: |  |
| 8. Please describe any other business in which the member of the board of directors/CEO/key officers/management/personnel are engaged: | |
| Name | Description of Business |
|  |  |
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|  |  |
|  |  |
| 9. Please provide a brief historical background for your business: | |
| Years in business: | |
| Primary areas of business activity, industries, types of goods/services, countries/territories, changes in ownership, etc.: | |
| 10. Please attach financial statement (audited, if available) for the past three (3) years, including balance sheets and profit, loss statements and income tax returns (declaration) . | |
| 11. Have you or any of your business’ owners, management or employees ever made a payment to any party for the purpose of influencing a decision? This includes grease or facilitating payments of any type or amount.  Yes:  No:  If yes, please provide details: | |
| 12. (a) Have you or any of your business’ owners, management or employees paid liquidated damages for delay in delivery/project rollout or poor performance?  Yes:  No:  If yes, please provide details: | |
| 12. (b) Have you or any of your business’ owners, management or employees paid liquidated damages to PTML/PTCL for delay in delivery/project rollout or poor performance?  Yes:  No:  If yes, please provide details: | |
| 13. (a) Has any customer ever called the performance bond of your business against your failure to meet the agreed obligations with that customer?  Yes:  No:  If yes, please provide details: | |
| 13. (b) Has PTML/PTCL ever called the performance bond of your business against your failure to meet the agreed obligations with that customer?  Yes:  No:  If yes, please provide details: | |
| 14. Have you or any of your employees been previously employed by PTML/PTCL? (use separate sheet if required).  Yes:  No:  If yes, please provide details: | |
| 15. Have you or any of your business’ owners, management or employees been suspended from doing business, charged with, convicted of or alleged to have been engaged in fraud, bribery, Corruption, misrepresentation and/or any other criminal act?  Yes:  No:  If yes, please provide details: | |
| 16. Have you or any of your business’ owners, management or employees ever been investigated for violating local or other anti-corruption laws?  Yes:  No:  If yes, please provide details: | |
| 17. Does your business have policies and programs in place to ensure ethical and anti-corruption business practices, including a Code of Conduct, Policies and Procedures, Compliance Training, and/or a Compliance Officer?  Yes:  No:  If yes, please provide details (including copies of any current Code of Conduct and anti-corruption policies):  If no, please provide details of any measures your business has in place in relation to anti-corruption compliance: | |
| Your signature below authorizes PTML/PTCL to use any information contained in this Background Questionnaire for the purpose of determining whether you be engaged by PTML/PTCL. Your signature does not authorize use of this information for any other purpose or disclosure to any third party without express written consent, unless required by law. | |
| Signature: | |
| Print Name and Title: | |
| For and on behalf of <Business/Company Name>: | |
| Date: | |

**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)