

Approved PTA Response to Queries on RFP for Licensing Framework

S. No.	Questions	Answers
1.	<p>Terms of Reference: The actual licensing architecture and update of all licenses is the core element of this scope. The MVNO framework and test & development license are only indirectly linked to the core licensing review. Hence, we would like to suggest that the PTA remove MVNO and test license from the scope of this RFP. These two smaller items would be distractions, and it would be more useful to have them together in a separate RFP.</p>	<p>MVNO and Test licenses framework cannot be removed and will be part of the RFP.</p>
2.	<p>Payments: It's unclear whether the Government of Pakistan will be able to pay the Consultant firm abroad in dollars, aligned with the currency of the bid and the international nature of the RFP. The requirement that "payment shall be linked with active taxpayer status" (RFP page 49) in Pakistan requires local incorporation. Linking payments to local taxpayer registration make obligatory that the bidder is incorporated in Pakistan, discouraging international consultancies from bidding, selecting out the adequate talent for this job. It can suggest hesitance regarding the ability of the government to pay in dollars abroad. Could the PTA clarify this point?</p>	<p>Payment in dollars as per agreed rates of work products will be sent to foreign currency account of consultant at the currency of its origin. All requirements for approval from Ministry of Finance and State Bank of Pakistan will be completed by PTA and instructions will be issued to PTA's banker to remit the funds in USD be debiting rupee equivalent at the applicable rates of USD. International consultant can apply and double taxation treaty will be applicable in this case. However, tax from payments of Consultant will be deducted and deposited as applicable in the light of schedule issued by FBR.</p>
3.	<p>Guarantees: The RFP pages 20-21 refers to a bank guarantee worth 5% of the total value of the bid, with an additional letter of the firm taking responsibility for the amount in case the bank guarantee falls through. On page 50, however, the draft contract refers to 10% of the total value of the bid. Could the PTA clarify this point?</p>	<p>Para 6.4 of General Conditions of Contract (Page 50), 10% may be read as 5%.</p>

4.	The proposed project duration is for 120 days. Undertaking a complete review of the licensing framework would require 180 days in our estimate.	120 working days are sufficient to carry out the tasks as stipulated in the RFP.
5.	Section 3.2.1 a) ix: Could you please elaborate on “Impact on the economy of the country” with regard to the extent of the analysis, areas to consider and outputs expected? Does PTA have specific impact assessment tools in mind or is their choice up to the consultant?	The analysis should include but not limited to the impact on the economy of the country w.r.t. tele-density, job creation, industry revenue, FDI, GDP increase/ after implementation of proposed licensing framework.
6.	Section 3.2.1 (a) x: Could you please elaborate on “Payment terms and other financial obligations” What level of analysis is required, what areas are to be covered and what outputs are expected?	The clause emphasize on the regulatory obligations in the draft licensing framework which would clearly specify the financial obligations but not limited to (initial license fee, initial spectrum fee, R&D contribution, USF contribution, annual payments, numbering, LPAF etc.) on specific license.
7.	Section 3.2.1 a) xii: This section lists items such as consumer protection, privacy etc. Are these matters that the consultant should take into account in carrying the tasks listed at i) - xi), or is PTA expecting specific outputs on these items? If the latter, what outputs is PTA expecting?	3.2.1 (xii) is a separate requirement and consultant is expected to give specific recommendations to address these concerns. As already mentioned for completion of 3.2.1(a), the consultant should carry out assessment/ evaluation by considering the requirements at 3.2.1 (i) –(xii).
8.	Section 3.3.1.: Deliverables; Deliverable g): Final Report Please confirm that the "Final Report" is essentially the amalgamation of all the preceding deliverables (Deliverables a) to f)) or PTA expects a new report which summarizes all the tasks outputs?	Yes, final report is amalgamation of all the deliverables.
9.	Section 3.3.2 d) i and iii: Considering the international best practices, please confirm:	International best practices as per the list of countries

	<p>1) How many countries PTA wishes to be benchmarked?</p> <p>2) Has PTA preference for certain countries, if so, which countries?</p>	<p>approved by the Client on suggestion of the Consultant.</p>
10.	<p>Section 4.3.3.: Payment currency We are not in a position to receive payments in PKR. Please confirm that this will be of no issue and payments will be made to us, should we be successful, in USD in accordance with the payment schedule specified in the RfP section 3.3.2.</p>	<p>No foreign currency payment can be made within country, however, for out of country payments, PTA will arrange all necessary approvals and instruct its banker to effect the same for onward deposit in communicated bank account overseas.</p>
11.	<p>Section 5.1, item 1 in the table: Please confirm if the projects listed in 1.1, 1.2, and 1.3 should be different, i.e. a total of 25 projects (1.1:5, 1.2:15, and 1.3:5) or they can be repeated?</p>	<p>The scope of the projects mentioned at 5.1.1 (1.1) (1.2) and (1.3) are different.</p>
12.	<p>Section 5.1, item 1 in the table: Please confirm the following: A) Experience requested in 1.1 should be represented in the format shown in Annexure I.B? B) Experience requested in 1.2 can be represented in a summary form, e.g. identifying title, country and name of consultants involved, etc. and not in the format requested in Annexure I.B? C) Experience requested in 1.3 can be represented in a summary form, e.g. identifying title, country and name of consultants involved, etc. and not in the format requested in Annexure I.B?</p>	<p>All the required experiences should be in accordance with Annex-I.B.</p>
13.	<p>Section 5.1, item 1.1 to 1.3 in the table: Please elaborate on the documentary evidence required? For example, will project documents or links to relevant websites suffice? Please bear in mind that it will not be possible to source letter of recommendations or references from clients for the requested 25 projects.</p>	<p>Preferred source is letter of recommendations/ project completion certificate from the concerned client, however if it is not available, then other sources may also be considered by the Client.</p>
14.	<p>Section 7.3.1 and II General Conditions of the Contract Section 6.4: The RFP pages 20-21 refers to a bank guarantee worth 5% of the total value of the bid, with an additional letter of the firm taking responsibility for the amount in case the bank</p>	<p>Para 6.4 of General Conditions of Contract (Page 50), 10% may be read as 5%.</p>

	<p>guarantee falls through. On page 50, however, the draft contract refers to 10% of the total value of the bid. Could please PTA clarify this point?</p>	
15.	<p>Annexure I.B and Annexure I.G: Please confirm: A) The difference between the two annexures in terms of project references; are they related to the question 8 above? B) In what format should the projects be presented? If related to the question 8 above, will the format proposed in 8 B) and 8 C) be acceptable? C) It will no be possible to provide the type of evidence requested in Annexure I.G for all the projects, will it be acceptable to PTA to provide other evidences such as a deliverable (on a CD) from the quoted project?</p>	<p>Annex-I.B is for consultant`s relevant experience while Annex-I.F is for individual CVs of the professional staff proposed for this consultancy.</p>
16.	<p>Section 5.1, items 3.1, 3.2, and 3.3: The ToR includes a table which summarizes the evaluation criteria. Items 3.1, 3.2 and 3.3 relate to the skills required to complete the project. Could you please confirm that, from an evaluation point of view as well as a project delivery point of view, these skills identified can be provided by more than one consultant with expertise spread across the various aspects of the three areas?</p>	<p>The skills mentioned in item 3.1, 3.2 and 3.3 of 5.1.1 can be provided by number of different people as well as three individuals.</p>
17.	<p>Appendix A of Annexure IV Description of Services: 3 i. Please clarify who the stakeholders are? Please also confirm if there are different sets of stakeholders.</p>	<p>Already defined at 1.1 (k) of definitions of Annexure-IV at Page 39 of RFP.</p>

18. **Appendix A of Annexure IV Description of Services: 3 i.**

We assume that the "Stakeholders" consultation will fall into two phases:
A) "Stakeholders Engagement": This phase will be at the early stage of the project and will involve "Information Collection", through a set of questionnaires and face to face meetings if necessary.

B) "Stakeholders Consultation": This phase will be after submitting the "revised draft of the framework" report to PTA. The consultation will be limited to presenting to stakeholders (those identified in response to question 3 above) and gathering responses during and following the presentation.

Please also confirm if our assumption B) above is your intention how many presentations to different sets of stakeholders will be required?

If PTA expects a different type of engagement other than as set above could you please elaborate. In particular, if B) is required to be conducted as part of a "Consultation Process" including sending the revised framework to stakeholders, allowing time for responses, and analysis of the responses, could PTA please clarify the process and duration so that it can be planned into our proposal.

As per 3.2.2 of RFP.

It depends upon the work plan/ methodology of the consultant in order to achieve the deliverables/ tasks as mentioned in RFP. Furthermore, the consultant will give the presentations to the Client as already clearly defined in the RFP.