

Annex [6] to TELECENTER RFA

Draft

[On Pakistan Stamp Paper of applicable value]

**UNIVERSAL SERVICE FUND
TELECENTER BUILD OPERATE TRANSFER - AGREEMENT**

BETWEEN

**UNIVERSAL SERVICE FUND
(A company set up under Section 42
of the Companies Ordinance, 1984)**

**AND
[Telecenter Service Provider]**

**MADE AS OF
14th March 2016**

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UNIVERSAL SERVICE FUND TELECENTERS SERVICES AGREEMENT

THIS BOT Agreement is made as of [Day] [Month] [Year];

BETWEEN:

Universal Service Fund, a company set up under Section 42 the Companies Ordinance 1984 having its principal office at Fifth Floor, HBL Tower, Jinnah Avenue, Islamabad through its Chief Executive Officer, (hereinafter referred to as “USFCo”)

- and -

_____ (hereinafter referred to as “Telecenter Service Provider”).

WITNESSES THAT:

WHEREAS USFCo wishes to ensure the supply of certain USF Telecenter Services to certain identified Telecenter(s) and to facilitate the implementation of a USF Network to provide such services;

AND WHEREAS the Telecenter Service Provider has been selected by USFCo through competitive process to provide the USF Telecenter Services in the Telecenter(s) mentioned in Schedule C;

AND WHEREAS the Telecenter Service Provider wishes to construct the USF Telecenter and to provide USF Telecenter Services upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE ONE - INTERPRETATION

1.01 Definitions

Definitions are mentioned in Schedule H attached to this BOT Agreement.

1.02 Headings

The division of this BOT Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this BOT Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this BOT Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this BOT Agreement.

1.03 Extended Meanings

In this BOT Agreement words importing the singular number also include the plural and vice versa. Words importing any gender include all genders.

1.04 Currency

All references to currency herein are to Pakistan rupees (PKR), unless stated otherwise in this BOT Agreement.

1.05 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

- Schedule A – Broadband Services, Availability & Quality Specifications
- Schedule A1—Optic Fiber Connectivity
- Schedule B1 – Telecenter Equipment
- Schedule B2 – Telecenter Building
- Schedule B3 – Telecenter Land
- Schedule B4 – Telecenter Operational Guidelines
- Schedule B5 – Bill of Quantities
- Schedule C – Telecenter(s) locations
- Schedule D – USF Project Implementation and funding Payment Schedule
- Schedule E – Material Events of Default
- Schedule F – Performance Bond
- Schedule G – Letter of Lien
- Schedule H – Definitions
- Schedule I – Insurance
- Schedule J – Technical Auditor
- Schedule K – Force Majeure
- Schedule L – Representations and Warranties
- Schedule M – Dispute Resolution

ARTICLE TWO - PROVISION OF USF BROADBANDSERVICES

2.01 General

Subject to the provisions of this BOT Agreement, the Telecenter Service Provider shall establish Telecenters on the land purchased as per Schedule B3 of BOT Agreement and shall otherwise comply with its obligations under that Schedule, provide Telecenter Equipment, broadband connectivity to the Telecenter, and operate these Telecenters for a period of five years subsequent to its establishment and comply with its obligations under Schedule I (Insurance) of BOT Agreement and with all other obligations under this BOT Agreement; and USFCo will provide funding to assist in meeting the costs of purchase and transfer of land in the name of USFCo, construction of Telecenters, procurement of the Telecenter Equipment, provide broadband connectivity, and operation of these Telecenters for five years.

2.02 Implementation of the USF Network

(a) The USF Telecenter Service Provider shall establish and operate Telecenters in accordance with the Project Implementation Milestones, identified in Schedule D.

(b) In implementing the Telecenter Project, the Telecenter Service Provider shall comply with all planning and approvals processes, and applicable environmental guidelines including those identified in Article 12.

2.03 Provision of USF Telecenter Services

(a) The Telecenter Service Provider shall provide Services in Telecenter in accordance with the service specifications and requirements identified in Schedules A.

(b) In addition to the USF Broadband Services, the Telecenter Service Provider may provide any other optional services authorized by the License issued by PTA or any other regulatory body's issued license held by the Telecenter Service Provider in Pakistan, without compromising on the quality of the USF Broadband Services, after prior approval from USF.

2.04 Service Availability and Quality

The Telecenter Service Provider shall provide the Services in accordance with the quality of service requirements identified in Schedules A, any quality of service requirements identified in the Telecenter Service Provider's License and any quality of service regulations issued by PTA.

2.05 Facilities Access and Sharing

(a) As required pursuant to Rule 27 of the USF Rules, the Telecenter Service Provider shall share the passive USF Network infrastructure and facilities established with the USF funding, with at least two requesting USF contributors, on a first come first served basis and at rates based on reasonable cost.

(b) Where the Telecenter Service Provider and USF contributor requesting facilities access are not able to successfully negotiate the terms of access, following a reasonable period of good faith negotiation, either party may request the assistance of the PTA in resolving the disputed terms.

(c) In determining whether rates for infrastructure sharing are based on reasonable cost, or to assist in resolving any other dispute regarding the terms of facilities access, USFCo shall be entitled to disclose information obtained by it pursuant to Section 11.01 to the PTA.

(d) The Telecenter Service Provider shall also comply with any facilities sharing requirements set out in regulations, guidelines, decisions or orders issued by the PTA.

2.06 USF Broadband Service Charges

The Telecenter Service Provider's charges from the subscribers in the USF Adjacent Area for the USF Broadband Services shall not exceed the USF TELECENTER Service Provider's National or Regional tariffs for the same or equivalent Broadband services provided in locations that are not included in Schedule C. To determine compliance with this Section 2.06, reference shall be made to the PTA's then-current records of USF TELECENTER Service Provider tariffs.

2.07 Obligations related to Land, Permits and Utilities

The USF Service Provider shall acquire (at its own cost) land in the name of USFCo and transfer the land to and in the name of USFCo and otherwise comply with its obligations related to the land as set out in this BOT Agreement including in Schedule B-3 hereof. The USF Services Provider shall also construct or otherwise procure all ICT facilities required to provide the USF Telecenter Services in Telecenters and USF Telecenter Equipment mentioned in this BOT Agreement. The Service Provider shall bear the cost of purchasing and transferring the land in the name of USFCo. Without limiting the generality of the foregoing, the Service Provider shall bear stamp duty, registration fees, mutation fees and all other costs of acquiring and transferring the land in the name of USFCo. The Service Provider shall also bear the cost of obtaining and maintaining all permits (including conversion and user permits) and utilities (gas where available, electricity and water), required for the construction, operation and maintenance of the Telecenters and shall also bear property tax and all other taxes, duties and impositions (of whatever nature and howsoever described) levied on or with reference to the property in question or its use, notwithstanding that the same may be imposed or leviable on USFCo as the owner thereof). The USF Service Provider will apply for, and maintain, all utility connections in the name of USFCo.

ARTICLE THREE - OWNERSHIP AND CONTROL#

3.01 Ownership and Operation of Telecenters

Ownership of the Telecenters will remain with USFCo, and USFCo through the service provider will operate the Telecenter.

(a) The USF Broadband Services shall be provided through fiber optic cable, owned and/or operated by the Telecenter Service Provider.

(b) The Telecenter Service Provider may extend the reach or capability of its USF Network by acquiring facilities or services from another network operator on a resale basis, that is by transmission over the networks of other operators or by means of leased line services acquired from other telecommunications operators.

(c) Regardless of whether the USF Broadband Services are provided in accordance with Sections 3.01(a) or (b), the obligations hereunder to implement the USF Network and to provide the USF Broadband Services remain entirely those of the Telecenter Service Provider.

(d) Upon the expiry of the Term, or earlier termination (howsoever caused or arising) of this BOT Agreement, the land (if not already transferred to and in the name of USFCo),

including (if applicable) the leasehold interest therein, building and assets (including, without limitation, the USF Network and USF Telecenter Equipment) shall be deemed automatically to vest in USFCo (and USFCo shall take over the charge of Telecenters) without the need for any further action by either Party and without any other, or further, payment thereby becoming due in consideration thereof, without affecting the USF Service Provider's entitlement to any amount (if any) that is otherwise then due and payable under this BOT Agreement.

(e) During the Term of this BOT Agreement, risk in and to the land, building and assets (including, without limitation, the USF Network and USF Telecenter Equipment) shall remain vested in the Service Provider notwithstanding USFCo's ownership of all or part thereof. If, upon the expiry or termination of this BOT Agreement, the Telecenter is not in a fully functional condition, the USF Service Provider shall rectify any shortcoming in the Telecenter (including equipment and civil structure) at its own cost.

3.02 Change of Control of Telecenter Service Provider

The prior written consent of USFCo will be required for any change of Control of the Telecenter Service Provider.

ARTICLE FOUR - IMPLEMENTATION AND SERVICE FAILURES#

4.01 Failure to Meet Project Implementation Milestone Schedule

(a) Unless a Force Majeure Certification has been issued to certify that a Force Majeure Event has caused the failure, failure to meet the Final Implementation Date identified in Schedule D may, at the sole discretion of USFCo, result in the imposition of one or more of the penalties set out below:

(i) payment of liquidated damages equal to one-half of one percent (0.5%) of the USF funding amount payable for the work that is delayed, and such half percent shall be payable per every week the failure continues, subject to a maximum of 10% of the total value of this BOT Agreement provided that the Parties hereby expressly agree that, as provided in Section 11.02 of this BOT Agreement, time shall be of the essence of this BOT Agreement notwithstanding this provision for liquidated damages and that the right of USFCo to avail of any or all, or a combination of, the remedies set out herein shall not be affected, impaired or conditioned as a result of this provision for liquidated damages;

(ii) loss of eligibility for all or part of the USF funding;

(iii) forfeiture of all or part of the Performance Bond;

(iv) repayment of any USF funding amounts previously paid to the USF Service Provider;

(v) taking possession and ownership of USF Network and USF Telecenter Equipment and the exercise of any other remedies or rights by USFCo under the equipment lien created pursuant to Section 6.02; and

(vi) without affecting any indemnities for the benefit of USFCo under this BOT Agreement, payment of liquidated damages equal to USFCo's estimate of the aggregate cost of providing (during the balance Term) the USF Telecenter Services in the USF Areas left unserved due to the failure, which shall, without limiting the generality of the foregoing, include, in case the land designated for a Telecenter is not purchased and transferred in the name of USFCo or if it cannot otherwise be utilized, or continue to be utilized, for the intended purpose (whether due to any dispute or lapse of consent or howsoever otherwise), the cost of acquiring (and transferring in the name of USFCo) an alternative, suitable parcel of land of the same size and of installing, operating and maintaining USF Telecenter Equipment therein and, in case the Telecenter is partially constructed and then abandoned by the USF Service Provider, the cost of completing the construction of the Telecenter and of installing, operating and maintaining USF Telecenter Equipment therein, [provided always that the total amount of such liquidated damages shall not exceed the total amount of the USF funding payable to the USF Service Provider under Section 5.01 of this BOT Agreement during the Term];

Provided that in case of termination of BOT Agreement without achieving a single milestone due to force majeure event the USF Service Provider shall be bound to return the total mobilization advance, otherwise, USFCo has the right to forfeit the Performance Bond to the extent of mobilization amount.

(b) Such penalty or penalties shall be specified in a written notice delivered by USFCo to the Telecenter Service Provider in accordance with Section 11.11. The penalty or penalties shall become effective in the manner specified in such notice.

(c) The liquidated damages under this BOT Agreement shall be payable in all events without setoff or counterclaim by the Service Provider and the Parties hereby agree that the amount thereof is reasonable and has been mutually agreed as the predetermined loss of USF in the circumstances. The Parties further agree that the provision(s) for liquidated damages under this BOT Agreement shall not limit any indemnities for the benefit of USFCo under this BOT Agreement, nor any remedies available to USFCo based on, or with reference to, any such indemnities.

4.02 Failure to Maintain Service Availability and Quality Specifications

(a) Unless a Force Majeure Certification has been issued to certify that a Force Majeure Event has caused the failure, then failure of the Telecenter Service Provider to maintain the Service Availability and Quality Specifications for the Telecenter asset out in Schedule A, at the sole discretion of USFCo, result in the imposition of one or more of the penalties set out below:

(i) loss of eligibility for all or part of the USF funding;

(ii) forfeiture of all or part of the Performance Bond; and

(iii) repayment of any USF funding amounts previously paid to the Telecenter Service Provider;

(iv) taking possession of USF Network and USF Telecenter Equipment and the exercise of any other remedies or rights by USFCo under the equipment lien created pursuant to Section 6.02.

(b) Such penalty or penalties shall be specified in a written notice delivered by USFCo to the Telecenter Service Provider in accordance with Section 11.11. The penalty or penalties shall become effective in the manner specified in such notice.

4.03 Additional Penalties or Remedies

The penalties described in Sections 4.01 and 4.02 are in addition to any other penalties or remedies that may otherwise be available to USFCo under this BOT Agreement or the laws of Pakistan. The rights and remedies of USFCo under this BOT Agreement are cumulative and not exclusive of any right or remedy available to it under this BOT Agreement or in law.

ARTICLE FIVE - PAYMENT OF THE USF FINANCING

5.01 Payment of USF Funding

USFCo shall pay the Telecenter Service Provider the USF funding in accordance with the funding installment payments identified in Schedule D.

ARTICLE SIX - PERFORMANCE SECURITY

6.01 Performance Bond

(a) The Telecenter Service Provider shall furnish USFCo with an irrevocable bank guarantee in the form specified in Schedule F / F (1), or other form of performance guarantee acceptable to USFCo (the "Performance Bond").

(b) The amount of the Performance Bond shall be 40% of the USF funding, excluding the operational cost for five years to the Telecenter Service Provider. The validity of the Performance Bond shall be six (6) years and six months or any other extended period due to force majeure or otherwise. However the Telecenter Service Provider shall have the option to submit a single Performance Bond valid for six (6) years and six months or successive six annual Performance Bonds with minimum one year validity in accordance with Schedule "F", provided that the amount of each such Performance Bond shall be 40% of the USF funding, excluding the operational cost for five years to the Telecenter Service Provider. In other words, the amount guaranteed under the Performance Bond shall be the same, irrespective of the validity period of each Performance Bond. In case

Telecenter Service Provider opts for successive six annual Performance Bonds then it shall:

(i) submit first Performance Bond as per requirements of this BOT Agreement with validity of one year;

(ii) submit second Performance Bond of same value and in the same form with minimum one year validity, one month before the expiry date of the first Performance Bond. Similarly it shall submit third performance bond one month before the expiry date of the second Performance Bond .Likewise it shall submit fourth performance bond one month before the expiry date of the third Performance Bond, fifth performance bond one month before the expiry date of the fourth Performance Bond and sixth performance bond one month before the expiry date of the fifth Performance Bond provided that the expiry date of the sixth performance Bond shall be the same as the expiry date of the six year and six months Performance Bond would have been;

(iii) be entitled, after submitting the new Performance Bond, to get previous Performance Bond released from USFCo within five (05) days of the effective date of the new Performance Bond ;

(iv) not have the right to expect or demand a reminder from USFCo regarding expiry of any of the Performance Bonds or submission of new Performance Bond; and

(v) have no objection to encashment of a Performance Bond by USFCo due to late or non-submission of new Performance Bond.

(c) The Performance Bond shall be issued by a commercial bank from any branch in Islamabad, recognized by State Bank of Pakistan, and that is otherwise acceptable to USFCo.

(d) The Performance Bond shall be maintained for the period identified in Schedule F, commencing from the Effective Date.

(e) The Performance Bond shall be forfeited, in whole or in part, as provided for in Article Four and also in the event that the USF Service Provider, having opted to submit successive six annual Performance Bonds, fails to submit a new Performance Bond one month before the expiry date of the then current Performance Bond.

6.02 Equipment Lien

As required pursuant to Rule 26(6) of the USF Rules, all equipment deployed by the Telecenter Service Provider in establishing Telecenters shall be subject to a lien exercisable by USFCo pursuant to the documented terms of the lien and Section 4.02 (a) (iv). The lien shall have a maximum value equal to the total value of subsidy, minus the value of land, building and OPEX subsidy. The Telecenter Service Provider shall execute, concurrently with this BOT Agreement, a Letter of Lien as at Schedule G to substantiate the lien and to support its enforceability. The Telecenter Service Provider shall, prior to execution of the lien, obtain and provide to USFCo the

unconditional no objection certificates of its secured creditors so as to enable USFCo to register the equipment lien with the relevant Company Registration Office of the Securities and Exchange Commission of Pakistan.

ARTICLE SEVEN - REPORTING

7.01 Reports

(a) The Telecenter Service Provider shall provide to USFCo, within 60 days of the Effective Date and for each calendar quarter (three months) thereafter throughout the Term of this BOT Agreement, a report (the "Report"), which shall include:

(i) a report on the achievement of the Project Implementation Milestones set out in Schedule D;

(ii) a report on the achievement of the quality of service and other service as set out in Schedules A, including details regarding service maintenance and the time required to repair service outages;

(iii) a report on Telecenter's usage comprising, but not limited to, Telecenter usage logs;

(v) On-demand report(s) for the Telecenter, and

(vi) such other information as requested by USFCo.

(b) The Reports shall be filed by the Telecenter Service Provider with USFCo within 30 days of the end of the relevant quarter, or agreed schedule.

(c) The Reports shall be in a form satisfactory to the USFCo. Any disputes regarding the form of the reports shall be handled in accordance with Schedule M.

(d) The Telecenter Service Provider shall also provide monthly reports as identified at Schedule B4.

ARTICLE EIGHT - INDEMNIFICATION

8.01 Indemnification

(a) The Telecenter Service Provider hereby indemnifies and agrees to save harmless Universal Service Fund, USFCo and GoP and their respective officials, employees, advisors, contractors and agents from and against any and all claims, damages, judgments, liens, suits, costs and expenses of any nature or kind whatsoever that may be claimed or asserted or initiated by any person against USFCo arising out of, or in connection with, the establishment or operation of the Telecenter and the execution, delivery and implementation of this BOT Agreement and any deed or agreement envisaged herein, including, without limitation to the generality of the foregoing, those

arising from or related to the Telecenter land or its ownership (including, without limitation, any title or other property claims and disputes such as, but without limitation, those involving pre-emption claims and encumbrances, easements or rights-of-way) or the use of the land for the intended purpose as a Telecenter or any property tax or other tax, duty and imposition (of whatever nature and howsoever described) levied on or with reference to the property in question or its use, the acquisition and transfer of the land to and in the name of USFCo, and any failure to timely pay the lease rental and other payments required to be borne and made by the lessee under the lease where the land is acquired on leasehold basis pursuant to Schedule B-03 of this BOT Agreement.

(b) The Telecenter Service Provider's obligation to indemnify and hold USFCo harmless is contingent on USFCo giving the Telecenter Service Provider notice of any event giving rise to such a claim (an "Indemnification Notice") and giving the Telecenter Service Provider the authority to conduct the defense of any legal action arising therefrom, provided however that USFCo may assist the Telecenter Service Provider in such defense at its own expense and retain additional counsel at its own expense to observe or participate in any such litigation and provided further that the Telecenter Service Provider shall require USFCo's prior written consent in order to make any admission in, or to compromise or settle, any such legal action.

ARTICLE NINE - CONFIDENTIALITY

9.01 Confidentiality

Except as specifically provided for in this BOT Agreement or as required by applicable laws or regulation, neither USFCo nor the Telecenter Service Provider, nor any of their respective employees, agents, servants or subcontractors may disclose any confidential or trade secret information provided by one to the other with respect to the Telecenter Project or any other matter pertaining to this BOT Agreement without the prior written consent of the other. Each party must retain such information in strict confidence for the benefit of the other party, provided that the foregoing will not apply to any information that either party establishes as being already in the public domain or already known to the party receiving the information, without violation of this BOT Agreement.

ARTICLE TEN - TERM AND TERMINATION

10.01 Term

This BOT Agreement commences on the Effective Date and continues for a term of six (6) years six (6) months ending on [dd/mm/20[yy]] (the “Term”) (or any other extended period either due to force majeure or otherwise) unless terminated earlier in accordance with the provisions of this BOT Agreement. The Term may be extended for a further period upon mutually agreed terms and conditions if USFCo is satisfied with successful operation of Telecenters.

10.02 Termination – Bankruptcy, Winding Up, Etc.

(a) This BOT Agreement and the rights and obligations of each Party contained herein may be terminated by USFCo forthwith by giving notice to the Telecenter Service Provider upon the happening of any of the following events of default:

(i) where the Telecenter Service Provider takes any action in respect of liquidation or winding up, or makes an assignment for the benefit of creditors, or if a winding up, bankruptcy or similar petition under the Companies Ordinance is filed or presented by the Telecenter Service Provider or any other person in respect of its properties or assets, or a judgment or order is entered by any court of competent jurisdiction approving any such petition or petition seeking the reorganization, arrangement or composition of or in respect to the Telecenter Service Provider or its debts or obligations, or if a custodian or receiver or receiver and manager or any other official with similar powers be appointed for a Telecenter or the Telecenter Service Provider or a substantial portion of its properties or assets and such appointment is not dismissed or discharged within 30 days thereof; or

(ii) where a winding up, bankruptcy or similar petition with respect to an enforced liquidation of the Telecenter Service Provider is presented or filed against it unless the same is dismissed or discharged within 30 days, during which grace period execution thereunder is effectively stayed.

10.03 Termination – Material Breach

(a) Subject to Section 10.03(b), if any Party commits a material breach of this BOT Agreement, the Parties agree that the other Party not in default has the right to terminate the BOT Agreement; provided that the Party not in default gives the other Party who is in default not less than 30 days prior written notice of the default complained of during which period the Party alleged to be in default has an opportunity to cure the same and if the default is cured within such period, the other Party is not entitled to terminate the BOT Agreement.

(b) Schedule E is a list of defaults which the Parties acknowledge as constituting material events of default and for which the other party would be entitled to terminate the BOT Agreement pursuant to this Section 10.03. The Parties acknowledge that this BOT

Agreement may also be terminated by USFCo pursuant to this Section 10.03 in accordance with, and subject to the terms of, Schedule K to this BOT Agreement.

10.04 Termination – Remedies

(a) On termination by the USFCo pursuant to Sections 10.02 or 10.03, the USFCo shall be entitled to exercise any of the remedies identified in Sections 4.01 and 4.02 that are applicable in the circumstances of the performance failure leading to the termination.

(b) On termination by the Telecenter Service Provider pursuant to Section 10.03, the Telecenter Service Provider shall be entitled to payment of all USF funding installments payable pursuant to Schedule D for Project Implementation Milestones achieved prior to the effective date of termination as the Telecenter Service Provider's sole and exclusively remedy. Save as aforesaid, USFCo shall have no other, or further, liability for any breach by USFCo, or termination by the Telecenter Service Provider, of this BOT Agreement.

(c) The provisions of this Article Ten as to termination do not limit or restrict the rights of either party, to seek other remedies or take measures that may be otherwise available to it at law or equity in connection with the enforcement and performance of obligations under this BOT Agreement.

ARTICLE ELEVEN - GENERAL#

11.01 Records, Audit and Inspection

(a) The Telecenter Service Provider shall maintain all records required for preparation of the reports described in Section 7.01. The USF Telecenter Service Provider shall also maintain complete records of its network plans, contracts entered into, expenses incurred in connection with establishment and operation of Telecenters, and any other records required for compliance with its obligations under this BOT Agreement.

(b) USFCo shall have the right to send its auditors or other appointed representatives, on at least 24 hours prior notice, to the Telecenter Service Provider's places of business for the purpose of auditing or otherwise inspecting the information and records of the Telecenter Service Provider pertaining in any way to the performance of this BOT Agreement.

11.02 Time of the Essence

Time is of the essence of this BOT Agreement.

11.03 Expenses

Each of the Parties hereto will pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this BOT Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

11.04 Public Announcements

No public announcement or press release concerning this BOT Agreement will be made by the Telecenter Service Provider without the prior consent and approval of USFCo. However, the Service Provider shall ensure to do adequate promotional activities to highlight the achievements in the USF area.

11.05 Benefit of the BOT Agreement

This BOT Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties hereto.

11.06 Entire BOT Agreement

The Request for Applications dated March 14th 2016 shall be an integral part of this BOT Agreement and all obligations of the applicants/bidders therein shall be deemed the obligations of the Service Provider herein as if the same were set out herein, provided that in the event of conflict, the provisions of this BOT Agreement shall prevail. Subject to the foregoing, this BOT Agreement constitutes the entire BOT Agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this BOT Agreement (including in the Schedules to this BOT Agreement and in the said Request for Applications).

11.07 Severability

If any provision of this BOT Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect. In the event of any such invalidity or unenforceability, the Parties agree to engage in good faith efforts to determine any amendments to the BOT Agreement required to preserve its intended purpose and effect.

11.08 Amendments and Waiver

No modification of or amendment to this BOT Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this BOT Agreement is effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, is limited to the specific breach waived.

11.09 Assignment

This BOT Agreement may not be assigned by the Telecenter Service Provider without the prior written consent of USFCo.

11.10 Subcontractors and Other Suppliers

The USF Telecenter Service Provider shall remain responsible for the due performance of this BOT Agreement regardless of its engagement of subcontractors or other suppliers.

11.11 Notices

Any demand, notice or other communication to be given in connection with this BOT Agreement must be given in writing and must be given by personal delivery or such other method as agreed to by the Relationship Liaison Committee, addressed to the recipient as follows: To USFCo:

USFCo
Fifth Floor, HBL Tower, Jinnah Avenue, Islamabad
Pakistan

Attention: Chief Executive Officer

To USF Telecenter Service Provider:

[insert corporate name and address]

Attention: *[insert title]*

or to such other address or individual as may be designated by notice given by either Party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof.

11.12 Governing Law

(a) This BOT Agreement is governed by and construed in accordance with the laws of Pakistan.

(b) Notwithstanding anything to the contrary in this BOT Agreement:

(i) nothing in this BOT Agreement derogates from USFCo's rights or powers under the Act or any rules or regulations made thereunder;

(ii) the provisions of this BOT Agreement are subject to the Act, any rules or regulations made thereunder, and any License; and

(iii) for greater clarity, if and to the extent there are conflicts in the interpretation or application of any of the provisions of this BOT Agreement with the provisions of the Act, or any rules or regulations made thereunder, the provisions of the Act (and subject thereto, the rules or regulations made thereunder) shall prevail.

11.13 No Agency

The USF Telecenter Service Provider acknowledges and agrees that it is an independent contractor, that all persons employed or engaged by the USF Telecenter Service Provider in connection with the performance of its obligations under this BOT Agreement shall be the employees of the USF Telecenter Service Provider and not those of USFCo, that nothing in this BOT Agreement shall be construed to create any employment, agency, concession, partnership or joint venture relationship between the Parties, and that the USF Telecenter Service Provider shall act for its own account and at its own economic risk as independent contractor and that neither nor its employees or sub-contractors are authorized or empowered to act as agents for USFCo or to transact any business, incur obligations, make promises, give warranties or guarantees or otherwise bind or act in the name of USFCo or for its account unless otherwise expressly provided for in this BOT Agreement or by specific written instructions of USFCo.

ARTICLE TWELVE - COMPLIANCE WITH ENVIRONMENTAL AND OTHER LAWS

It shall be the responsibility of the USF Telecenter Service Provider to comply with all Federal, provincial or local environmental and other laws, rules and regulations applicable in Pakistan and affecting the performance of USF Service Provider's obligations under this BOT Agreement.

[end of BOT Agreement]

IN WITNESS WHEREOF the Parties have executed this BOT Agreement.

USFCo

Per:

[Name & Signature], Chief Executive Officer

SIGNED, SEALED AND DELIVERED
(in the presence of:)

Witness (1):

[Full name, NIC & Signature]

Witness (2):

[Full name, NIC & Signature]

USF Telecenter SERVICE PROVIDER

Per:

[Name, Title & Signature]

SIGNED, SEALED AND DELIVERED
(in the presence of:)

Witness (1):

[Full name, NIC & Signature]

Witness (2):

[Full name, NIC & Signature]

SCHEDULE A

Broadband Services: Availability and Quality Specifications

1. Broadband Services

(a) The USF Service Provider shall provide Broadband Services through Optic Fiber Cable in all of the Telecenters as identified in Schedule C. For the purpose of this Schedule A:

“**Broadband Services**” means an always-on service for the provision and delivery of Internet Services, conforming to Internet Protocols, Internet at Broadband Data-Rates in accordance with the USF Broadband Quality of Service requirement.

(b) For the purposes of this Schedule A, Broadband Services shall be provided through Optic Fiber Cable; however the financial implications of using the technology beyond USF support should not compromise the sustainability of Telecenters. The following defined terms are applied in the service description:

“**Broadband Data-Rate**” means for each Telecenters, a bandwidth of 10 Mbps shared in the downstream (towards the end user) direction with a concurrent minimum delivery rate of 4 Mbps in the upstream (away from the end user) direction; with unlimited volume of data downloaded or uploaded

“**Internet Protocol**” means any set of communication standards defined by the international body presently known as the Internet Engineering Task Force or its successors from time to time or which are in common usage from time to time for the Internet; and

“**USF Broadband Quality of Service**” has the meaning set out in this Schedule-A.

(c) **Internet Service** – The USF Service Provider must offer Internet Service. Each Telecenter of this service shall be provided with access to the Internet:

- i) for both incoming and outgoing Internet traffic;
- ii) available from one or more computers at the Telecenter premises;
- iii) at the Broadband Data-Rates; and
- iv) based on appropriate ITU/IETF standards.

(d) **Internet Applications Service** –

Each Telecenter shall be provided with access to common Internet applications, including:

- a) “email service”, meaning a service that provides subscribers with an e-mail address from which they can receive and transmit e-mails worldwide. The service may be provided either through email servers at the USF service provider’s premises or through email servers of third parties on the global Internet.
- b) “web browsing service”, meaning a service that allows subscribers to access information on the World Wide Web;
- c) “file transfer service”, meaning a service that provides subscribers with the ability to download files from Internet sites;
- d) “Domain Name System (DNS) service”, meaning a service that allows subscribers terminals to translate domain names to Internet Protocol addresses;
- e) Virtual Private Network, Intranet and other relevant services that enable ecommerce and on-line banking applications; and
- f) real-time video streaming, chat and other similar services supporting on-line education.

(e) **Telecenter Technical Support** – Each Telecenter shall be provided with technical support in accordance with the following:

- i) initial and ongoing technical support, which will assist users:
 - a) in configuring computer hardware and software settings as necessary in order to use the Internet Services; and
 - b) in resolving technical problems that they experience when using the Internet Services.
- ii) A toll-free telephone number (the “Technical Support Hotline”) that Telecenter operator can call to report any trouble they are experiencing with the service and obtain real-time technical assistance to resolve the problem they are experiencing.

2. Service Availability

(a) The Service Provider shall ensure that the Broadband Services are maintained and continued, and meet applicable service standards and quality of service requirements, throughout the term of the Agreement.

(b) The availability of the Telecenters shall be effectively advertised to the public in the local area(s). Telecenter Service Provider shall also install an illuminated sign outside the Telecenters with name of the Service Provider and USFCo.

3. Quality of Service Standards

In addition to the service requirements identified in this Schedule A, the USF Broadband Services shall be provided in accordance with all quality of service requirements specified in the USF Service Provider’s Licenses, and any other quality of service requirements established by the PTA.

Parameter	Required Limits	Explanation
Download Speed	$\geq 75\%$ of 10MB = 7.5 MB	Download Speed greater than 75 % of the required data rate
Upload Speed	$\geq 75\%$ of 4MB = 3 MB	Upload Speed greater than 75 % of the required data rate
RTT(Local)	≤ 70 ms	Round Trip (RT), End-to-End latency (ms) with a packet size of 32bytes within the country.
RTT(International)	≤ 350 ms	Round Trip (RT) End-to-End latency (ms) on international connectivity/links.
Packet Loss	$\leq 1\%$	Tested over a minimum of 100 packets
Jitter	≤ 15 ms	Jitter= Expected Value of (RTTavg-RTT)/N. Jitter shall be calculated using RTT. RTTavg is the average RTT of N number of packets. The minimum-samples shall be N=100.

4. Optical Fiber Cable Laying Specifications

Attached at schedule A-1

Schedule A1

USF Telecenter Project, “Fiber Optic Connectivity”

Technical Specifications

A. Optical Fibre Cable Specifications

1. Introduction

This specification covers the minimum standards and requirements for the optical fiber cables to be used in the USF telecommunications networks of Pakistan. The F.O cable shall be direct buried type, aerial cable type or hauled into ducts type as may be determined after survey by the Bidder and its characteristics shall be compatible with the existing F. O cables in the network.

2. Definitions

Definitions applied throughout this specification are as follow: -

- i) "Fiber"
The drawn coated optical fiber
- ii) "Primary Coating"
The first layer of inert material applied to the fiber immediately after being drawn from a perform and can be readily removed for splicing purpose without damage to the fiber.
- iii) "Strength Member"
The component of the assembled cable which is designed to provide sufficient strength to the cable to ensure that the fibers are not strained beyond their permissible limits
- iv) "Wrapping"
Non-metallic barrier tape, which surrounds the cable core
- v) "Fiber Core"
The central region of the optical fiber through which most of the optical power is transmitted.
- vi) "Cladding"
The dielectric material of an optical fiber surrounding the core with a different refractive index from core
- vii) "Non-Circularity of the Cladding Surface"
The difference between the maximum cladding surface diameter (D_{max}) and minimum cladding surface diameter (D_{min}) divided by the nominal cladding diameter (D).
- viii) "Core / Cladding Concentricity Error"
The distance between the core centre and the cladding centre divided by the core diameter
- ix) "Refractive Index Profile"
The distribution of the refractive index along the diameter of an optical fiber
- x) "Attenuation Coefficient"
It is the attenuation of the fiber per unit length. It is expressed in dB/Km.

- xi) “Chromatic Dispersion”
The spreading of light pulse per unit source spectrum width in optical fiber caused by the different group velocities of different wavelengths composing the source spectrum
- xii) “Cutoff Wavelength”
The cutoff wavelength is the wavelength at which the mode ceases to propagate in the fiber.
- xiii) “Chromatic Dispersion Coefficient”
The Chromatic dispersion per unit source spectrum width and unit length of fiber, it is expressed in ps/nm.km.
- xiv) “Zero Dispersion Wavelength”
The wavelength at which the chromatic dispersion vanishes
- xv) “Zero Dispersion Slope”
The slope of the chromatic dispersion coefficient versus wavelength curve at zero dispersion wavelengths
- xvi) “Polarization Mode Dispersion (PMD) ”
Dispersion of an optical signal due to the different polarizations of light traveling at different speeds through optical fiber

3. Optical Fiber Cables

- a) All optical fibers shall maintain their geometrical properties for the required life, 25 years of the cable.
- b) The value of the mode field diameter shall be within 8.6-9.5 μm . The mode field diameter deviation shall not exceed $\pm 0.7\mu\text{m}$.
- c) The mode field concentricity error shall not be more than 1.0 μm .
- d) The cladding diameter shall be $125 \pm 1\mu\text{m}$.
- e) The cladding non-circularity shall not exceed 2.0%.
- f) Core/clad concentricity error shall not exceed 0.8 μm .
- g) Macro bending loss shall be measured by forming 100 turns of fiber on a mandrel of 75mm diameter. The attenuation increase shall not exceed 0.5 dB at 1550 nm.
- h) The minimum bending radius shall not be less than 10-12 times outer diameter of the cable
- i) No jointed fibers are allowed in cable according to this specification.
- j) The diameter of the coating shall be $250 \pm 15 \mu\text{m}$.
- k) Fiber optic cable shall be supplied in nominal lengths of four (4) km
- l) The splice loss of 0.02dB for SM is desirable however; maximum value of splice loss shall not exceed 0.05 dB for SM fiber.
- m) The Optical Fiber Cable shall qualify International test standards for Tensile Test, Temperature Cycling Test, Crush Strength Test, Impact Test ,Repeated Bending Test and Torsion Test

4. Optical Transmission Requirements

i) Optical Attenuation Properties

The attenuation properties of the optical fibers shall conform to the following values specified below.

Design Parameter	Maximum Values at room temperature
Wavelength of Light (nm)	1285-1330 1310 1550
Attenuation for individual Fibers (dB/km)	$\leq 0.4 \leq 0.38 \leq 0.25$
Average attenuation for the Cable (dB/km)	$\leq 0.38 \leq 0.35 \leq 0.21$

ii) Cutoff Wavelength

The F.O Cable cutoff wavelength shall not exceed 1260 nm.

iii) Chromatic Dispersion

Chromatic dispersion shall not exceed 3.5 ps/nm.km between 1285 nm and 1330 nm and 18 ps/nm.km at 1550 nm.

iv) Attenuation Uniformity

The attenuation of the fiber shall be distributed uniformly along the fiber length such that there are no localized discontinuities in excess of 0.1 dB at any of the design wavelengths.

v) Polarization Mode Dispersion

Polarization mode dispersion (PMD) coefficient of cable shall not exceed $0.5\text{ps}/\sqrt{\text{km}}$ for an electrical regeneration section of 400 km of installed fiber. Differential Group Delay (DGD) shall not exceed 10ps for a maximum section length of 640 km.

B. Optical Fibre Cable Laying Specifications

1. Introduction

This specifies the technical parameters for laying or installation of Optical Fiber Cable in USF defined areas of Pakistan as stated in Schedule C to BOT Agreement.

2. Scope of Work

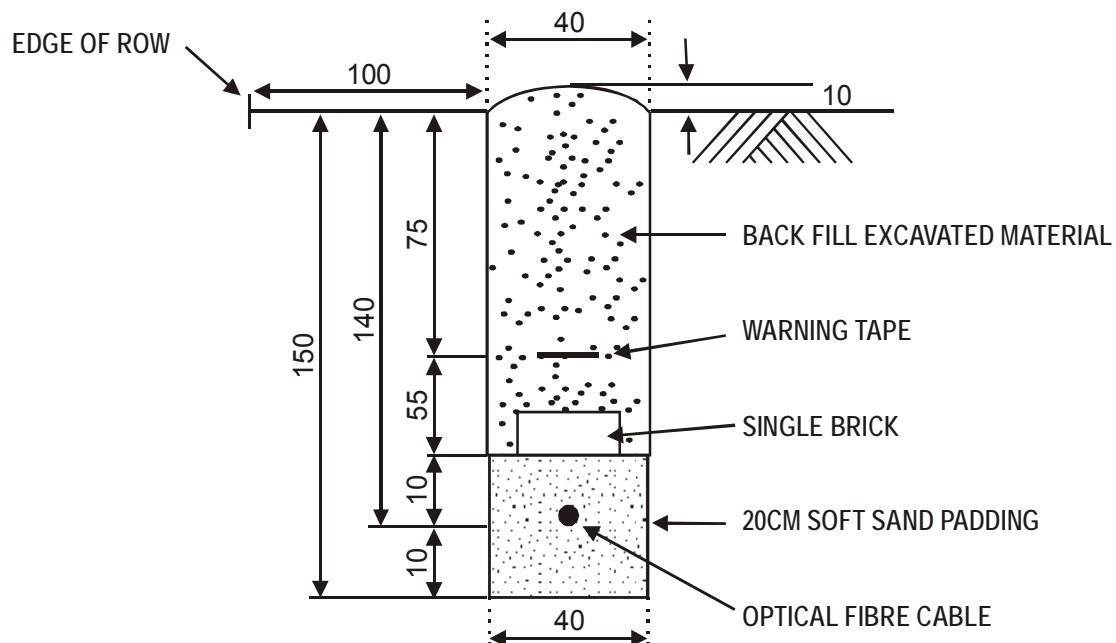
This covers laying of O.F cable as direct buried or ducted or as aerial installation as the case may be, including all civil works, in different terrains throughout the defined USF areas. The provision of sand, bricks, PVC pipes / HDPE pipes /or equivalent , GI pipes sub ducted with PVC/ HDPE pipes /or equivalent, bridge attachments, cement, slabs, route indicators, Posts, accessories and materials, cable trays, machinery, transport ,Joint enclosures, ROW and test equipment etc shall be the responsibility of the USF Service provider. In city areas the underground duct system shall be built with necessary hand holes for the laying of OFC. In hilly areas or other locations not suitable for direct buried or ducted type F.O cables, aerial fiber optic cable may be used with proper and secure installations.

3. Direct Buried Optical Fiber Cable

- a. Cable section lengths must allow for looping the cable at splice closure locations.
- b. Care should be taken to ensure that cable attachment systems are specifically designed for optical fiber cable and do not transmit stress to the fiber
- c. Care is required to counter cable movement in steep approach sections or vertical sections. This type of movement which can be produced by traffic vibrations could lead to excessive fiber strain and suitable cable restraints should be used
- d. Where a trench method is used, back filling materials and practices may require particular consideration so that fiber strain limits are not reached during this operation.

3.1 Excavation of Trench

- 3.1.1 The trench shall be excavated to a depth of 1.5m except rocky areas; the trench shall be graded to enable the cable to be laid on an even plain. The width of the trench shall be 40cm at the top and 35-40cm at the bed. The depth reference for the trench shall be taken from the road surface or the normal earth surface level which one is lower.
- 3.1.2 A bed of sand 10 cm deep shall be laid along the bottom of the trench and cable shall be placed at the centre of trench.
- 3.1.3 A sand bed 10 cm deep shall be provided above the cable.
- 3.1.4 Bricks shall be placed transversally on the cable with no space between the bricks. See Fig.1



Note: All dimensions are in cm.

Fig.1. Direct Buried Cable

3.2 Standing Water Area

There will be locations where still water ponds fall along the trench alignment. In such area, the following procedure shall be followed.

- 3.2.1 If the height of water is 1 meter or above and is not seasonal water but permanent then cable shall be laid directly on the surface of the earth and slabs with cement sand ratio 1:8 (100x50x20cm bag size) shall be placed longitudinally. See Fig.2

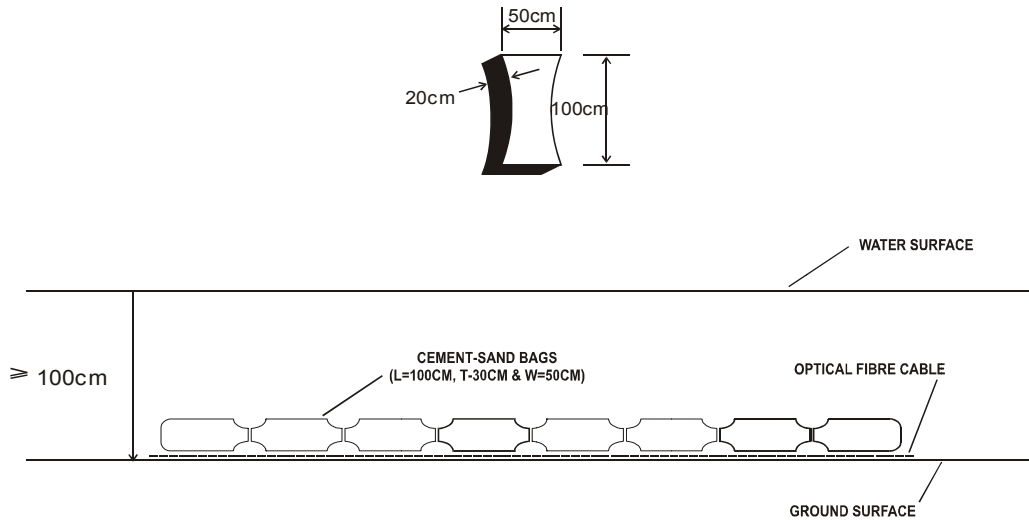
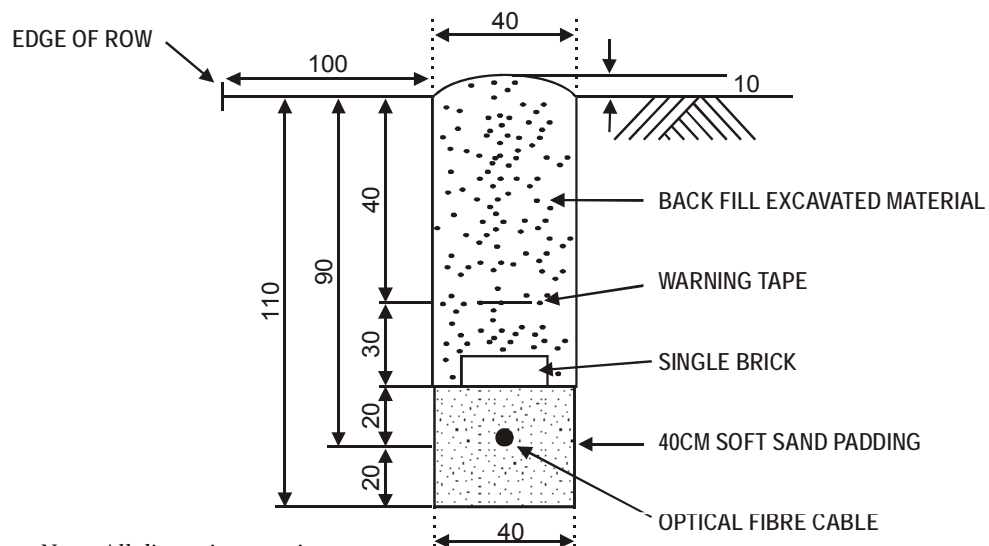


Fig.2. Sand-Cement Bags

3.3 Rocky Soil

- 3.3.1 In rocky area, the trench depth shall be 110 cm, width 40 cm at the top and 35-40 cm at the bed with all the sharp edges of rock removed. Sand cushion 20cm thick above and below the cable shall be provided. Bricks shall be placed as in the case of normal soil. See Fig.3



Note: All dimensions are in cm.

Fig.3 Direct Buried Cable in Rocky Area

- 3.3.2 There will be situations where it is not practical to excavate in extremely hard rock to a depth of 1.1 meter. For such areas, the depth of the trench may be kept as 90 cm including 10 cm concreting at the top.

3.4 GI Pipe sub ducted with PVC/HDPE or equivalent

Throughout the execution of the project GI pipe sub-ducted with PVC pipe / HDPE or equivalent shall be installed on bridges, culverts that require attachments, under rivers, railway lines, highways, canals, rain washable area, and heavy traffic passing area e.g. Petrol pumps etc, In all three cases the minimum separation between the existing service and the Optical fiber Cable shall be 100cm. Under no circumstances the cable shall be installed above an existing service.

3.5 Warning Tape

A suitable yellow PVC tape 0.5 mm thick and 100 mm wide shall be placed 30 cm above the installed optical fiber cable for indication to the excavators of the presence of optical fiber cable with some warning note.

3.6 Route Indicators

Route markers are to be installed along the cable route at locations visible from the previous marker or 100 meters apart and at turning points where cable route changes direction.

3.7 Cable Joint Pit Markers

Cable Joint Pit markers are to be installed at all joint pit locations. It is important that all locations of joint pits are recorded and have a reference location measurement.

3.8 Slabs (50X30X10CM AND 100X30X10CM)

The slab of 50x30x10cm shall be used in a joint pit. The slab of 100x30x10 cm shall be used along the route at small culverts, loops at the bridges and over cable laid along places where there could be damage to the cable.

4. Ducted Optical Fiber Cable

FO cable shall be laid in ducts with two inches diameter, 2 way PVC pipes /**HDPE or equivalent** along with appropriate HHs. Minimum wall thickness shall not be less than 3.5mm.

On completion of the duct line between any two jointing chambers, a cylindrical brush and an iron test mandrel shall be passed once through each way to test the duct and remove any foreign matter which may have entered. Pressure testing for duct ways shall be carried out. After the last joint has been completed in each way, pressure plugs shall be inserted at each end and tightened.

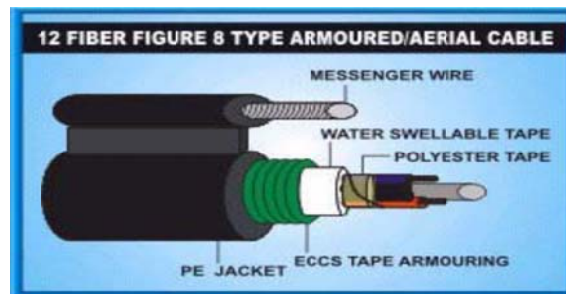
Section 3 to this Technical Specifications report lists direct buried cable laying specifications. Same specifications, except the bricks arrangement, shall be followed for Duct laying. In areas which may be considered as sandy areas, use of sand may not be necessary for laying of ducts. A careful study shall be carried out for the laying of ducts to determine the use of sand & bricks wherever necessary.

5. Aerial Fiber Optic Cable

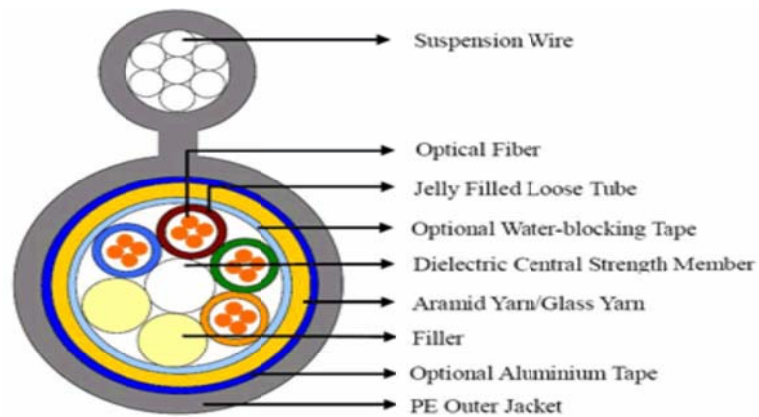
The fiber optic cable is a high capacity transmission medium which can have its transmission characteristics degraded when subjected to excessive pulling force, sharp bends, and crushing forces. These losses may not be revealed until long after installation is complete. For these reasons extra care must be taken during the entire installation procedure.

The following information shall be used as a basic guideline for the installation of aerial fiber optic cable. It is for the personnel having prior experience in the planning, engineering, or placement of aerial cables as this does not cover all aspects of fiber optic aerial cable placement.

1. A self-supporting fiber optic cable includes messenger and carrier sections and at least one interconnecting web.



2. In order to protect the optical fiber from tensile forces and to facilitate mid-span access, the carrier section can have an over length and includes a strength member.
3. A site survey of the entire route should be performed before cable placement begins. The survey will verify construction methods; special tools required and splice locations. The characteristics of the ground along the route, trees or other obstructions shall be noted. Clearance issues over roadways, driveways, etc. need to be taken into account before cable placement begins. It will also qualify the condition and size of the existing poles to be used, the condition and size of the existing pole's anchors and reveal the need for any new poles before placement operations begins.
4. Safety cones, signs, flags, etc., should be used to channel traffic where required.
5. The fiber optic cables should occupy the uppermost available communications space on a pole, wherever possible, due to having less weight and sag than copper cables.
6. Sufficient clearances must be maintained between fiber optic cables and electrical power cables on joint-use poles, as per Electrical Safety Codes. The minimum clearance shall be one meter.
7. Splice locations shall be chosen to allow for the longest possible continuous cable spans and a minimum number of splices.
8. During cable installation, special care should be taken to not violate the minimum cable bend radius or maximum rated cable tensile load. For standard loose tube cable designs the minimum bend radius under dynamic conditions (during installation) is 15 times the cable outer diameter. The minimum bend radius under static conditions (installed) is 10 times the cable outer diameter.
9. Aerial installation should never be done in wet conditions.
10. Fiber optic cables (including all dielectric cables) shall be properly grounded when installed in the vicinity of high-voltage power cables.
11. Each jelly filled tube may contains 4 -12 fibers. Solid or stranded steel coated with polyethylene may be used as central strength member. Fiber glass reinforced plastics (FRP) may be used as central strength member if non metallic construction is required. Either aramid yarn or fiber glass shall be wound around the tube to provide physical protection and tensile strength.
12. Water blocking materials shall be filled in the interstice of the cable core, core wrapping layer/water blocking tape.
13. The un-armored type of aerial fiber optic cable is given below: The armored type normally have steel armor instead of aluminum tape beneath outer jacket.



Unarmoured Type

14. As fiber optic cables have to be pulled into place through ducts (outdoor) or conduits (indoor), pulling eyes are to be attached to the strength members or cable outer jackets.
15. Cable structures shall protect fibers from moisture (outdoor cables), extreme temperature (aerial cables) and influx of hydrogen into the fiber.
16. The temperature range during installation and operation shall be as follows:
 - Installation: -30°C to $+60^{\circ}\text{C}$
 - Operating: -40°C to $+70^{\circ}\text{C}$
17. The amount of sag is dictated by clearance and tension requirements. The maximum sag shall be as follows:
 - Installation: 1 % of pole to pole distance (span length)
 - Long term installed: 3 % of pole to pole distance (span length)
18. Some extra cable may be left at the beginning and at the end of the cable run. Also, extra cable should be placed at strategic points such as junction boxes, splice cases and cable vaults. Extra cable is useful should cable repair or mid-span entry be required.
19. The cable maximum pulling tension is not to be exceeded during cable installation. In general, most cables designed for outdoor use have a strength rating of at least 600 lbs. After cable placement is complete the residual tension on the cable should be less than this value.
20. Use the method of attachment that pulls most directly on the strength material—without stressing the fiber. With indirect attachment, pulling forces are distributed over the outer portion of the cable structure.
21. The leading end of the cable should be sealed to prevent intrusion of water or other foreign material while pulling.
22. Installation procedures for open placement of fiber optic cables are the same as for electrical cables. Care should be taken to avoid sudden, excessive force so as not to violate tensile load and radius limits. Sharp bending and scraping at entrances and covers should be avoided.
23. Proper installation standards shall be followed.

C. Fibre Optic Line and Multiplexing Equipment

1. General

- i. The Fibre Optic Line and Multiplexer Equipment shall comply with all relevant latest ITU-T / ETSI recommendations.
- ii. The minimum capacity of the Fibre Optic Line and Multiplexing Equipment for each F.O Link shall be designed as specified in the Schedule B to BOT Agreement.
- iii. All equipment supplied shall be new and the manufacturer's latest generation of production equipment.
- iv. The operation and maintenance functions of F.O transmission equipment shall be manageable through LCT and NMS for which all necessary interfaces and features shall be provided.
- v. The engineering order wire shall be provided at all ADM and terminal locations
- vi. The Fibre Optic equipment shall be upgradeable to higher level without any major changes.
- vii. The Fibre Optic equipment shall be compatible and integrate smoothly with the existing F.O Equipments in the network.
- viii. The configuration of F.O system shall be quite flexible as Terminal or ADM.
- ix. The protection of equipment level shall be realized by the redundancy hot swap protection for the units such as electrical interface, timing and cross-connection.
- x. The synchronization features in equipment shall conform to the ITU latest standards.
- xi. The Jitter and Wander characteristics shall conform to ITU latest standards.
- xii. The System supplied shall support the Next Generation Features
- xiii. It shall operate at a wavelength of either 1310nm or 1550nm and shall be compatible with FO cable of this project.
- xiv. An automatic laser shutdown function shall be provided to switch the laser off in case of a break in the optical path.
- xv. It shall have capability for direct inter-working with DWDM equipment without intermediate wavelength adapters.

2. Interfaces

Following interfaces shall be supported by the F.O equipment corresponding to the capacities designed for the network and as applicable in compliance to latest ITU recommendations.

- i) 2 Mb/s Electrical Interface
- ii) 34 Mb/s Electrical Interface
- iii) 45 Mb/s Electrical Interface
- iv) 140 Mbit/s electrical interfaces
- v) 155 Mbit/s electrical interface
- vi) Optical Interface, 155.520 Mbit/s.
- vii) STM-4 Optical Interface,

2.1 Ethernet/Gigabit Ethernet Interface

The offered equipment shall support the Fast Ethernet. It shall also be able to provide related technologies like Gigabit Ethernet, Resilient Packet Ring (RPR), Generic Framing Protocol (GFP), Virtual Concatenation (VCAT) and LCAS (Link Capacity Adjustment).

2.2 Auxiliary Interfaces

Several data interfaces shall be available as follows:

- 2.2.1 Minimum 1 x 2-wire analogue telephone interface, providing multiplex section order-wire communication at 64 Kb/s co-directional and telephone jack.
- 2.2.2 Minimum 4 x 64 Kbit/s co-directional data interfaces in compliance with ITU-T Rec. G.703 + 2 x 2 Mbit/s G.703 + 4 x RS-232 + 4 x V11 async.
- 2.2.3. Synchronization Interface : Clock input / output interface
- 2.2.4 D1~D3 and D4~D12 for network management.

2.3 Synchronization Interface, 2048 KHz

The electrical characteristics of the input and output of the 2048 kHz clock synchronization interface shall conform to latest ITU-T Rec. with impedance of 75 ohm unbalanced or 120 ohm balanced.

2.4 G.703 64 Kbit/S Data Channel Interface (Auxiliary Channel)

The electrical characteristics of the G.703 64 kbit/s interface shall conform to ITU-T Rec. G.703

2.5 13.8V.11 64 Kbit/S Data Channel Interface (Auxiliary Channel)

The electrical characteristics of the V.11, 64 kbit/s interface shall conform to the specifications given in ITU-T Rec. V.11.

3. Functional Characteristics

- a) The aggregate interface unit shall support MSP, BSHR and SNCP configurations.
- b) The LINE SYSTEM shall provide 622 Mbit/s (STM-4) optical tributary interfaces.
- c) The matrix switching shall be non-blocking for all connection types. The maximum tributary capacity can be divided into four separate tributary groups. Full trib-trib connectivity shall be available within the same tributary group. The cross-connect matrix units shall support (1+1) protected configuration.
- d) The synchronization interface shall provide 2048 kHz clock input and output at 120 ohms and 75 ohm. The unit shall support 1+1 protected configuration and shall provide the following facilities and functions:
- e) The synchronization unit shall enable the Line System to be synchronized from any one of the following sources:
 - i) 2048 kHz sine or pulse external clock source (e.g. station clock). Any STM-1 (155.520 Mbit/s) tributary signal
 - ii) Any STM-4 (622.080 Mbit/s) tributary signal
 - iii) Internal clock oscillator (free-running mode).

- f) Access to a 64 kbit/s G.703 or V.11 data channel using byte F1 in the regenerator section overhead (RSOH) shall be available on the Line System.
- g) The Line System shall have a controller unit that shall be responsible for the management of the Line System. This unit shall also include the management via the F and Q-interfaces.
- h) It shall be possible to perform full remote configuration and control of any Optical Line Equipment connected to the local Optical Line Equipment using the Embedded Control Channel (ECC) of either optical aggregate. Remote operation of the system via a serial link by using a modem, or via an Ethernet link shall also be possible.

4. System Configurations

The following system configurations must be supported by the Line System:

- i) Terminal Multiplexer Mode
- ii) Add-Drop Multiplexer Mode
- iii) Regenerator Mode

5. System Applications

The Line System shall be used in the following applications:

- i) Point-To-Point
- ii) Chain Topology
- iii) Ring Topology

6. Protection Switching

- i) Multiplexer section protection switching
- ii) Sub-Network Connection Protection (SNC/P)
- iii) Bi-directional Self Healing Ring (BSHR) Protection

7. Disaster Recovery

The equipment shall have built-in recovery mechanisms to enable it to become operational in as short a time as possible following unforeseen failures, and in particular the following characteristics:

8. Clock Reference

- a) The synchronization subsystem should provide the timing reference required by all components in the network element. It should accept synchronization inputs from a number of sources:
 - (i) STM-N lines
 - (ii) 2 Mb/s traffic ports
 - (iii) 2 MHz / 2 Mbit/s external input
 - (iv) internal oscillator

- b) Automatic selection of one of such sources shall be achieved by using priority criteria. Also manual selection shall be possible.

D. Network Management System (NMS).

The NMS shall support management functions according to the latest relevant ITU-T Rec.

- a) The NMS shall be able to manage Multiplexes, Line Equipment Terminals and ADM.
- b) The NMS shall support ring, multi-ring, chain, point-to-point, mesh and complex topologies.
- c) Cross connection management function shall be supported by the NMS.
- d) NMS shall support protection criteria/procedure for the port connection and paths in the network.
- e) If the USF Service provider has the existing NMS , that can be up graded to manage the F .O equipment of this project.
- f) The necessary hard ware , soft ware , data channels for the connectivity and commissioning of NMS with NEs is included.
- g) The NMS shall perform the Performance Management, Fault Management, Configuration management and Security management.
- h) This management function shall provide reports and evaluation for communication equipment status. The performance management shall have functions like Performance Data Period, Performance Event Selection, Performance Monitoring, Performance Query, Performance Threshold Setting, Performance Analysis, Performance Reporting and Database Management
- i) The NMS shall provide the capability to monitor all transmission facilities in real time.
- j) The NMS shall provide functions for the remote control and configuration of Fiber Optic equipment according to the latest relevant ITU-T Rec.
- k) NMS shall support and provides the functionalities to set up, initialize and modify the Fiber Optic equipment configuration parameters.
- l) The NMS shall support the management functions for the configuration and initialization of the F.O equipment and cards in the Network Elements .
- m) NMS shall provide the security management function to prevent network resources and equipment from unauthorized user's access
- n) The NMS supplied shall be fully compatible with the Central Network Operations Center (NoC) and fully support all the relevant protocols .

E. Key Performance Parameters for Fibre Optic Cable

The USFCo Technical Auditor may perform sample testing of the following tests of Optical

Fiber cable and OSP for confirming compliance to the relevant technical specifications.

(i) Insertion Loss Test

Section: _____ A-End: _____

B-End: _____

Fiber No:	1310/1550nm		A	1310/1550nm		B	Average Loss (A+B)/2
	TX (dB)	RX (dB)	Section Loss (dB)	TX (dB)	RX (dB)	Section Loss (dB)	

Requirements:	1550nm	1310nm
Cable Attenuation per km (dB):	≤0.25	≤0.38
Average Attenuation (dB):	≤0.21	≤0.35
Maximum Splice Loss (dB)	≤0.05	≤0.05
Maximum Connector Loss (dB)	≤0.5	≤0.5
Total Number of Connectors:		
Total Section Loss (dB):		

(ii) Fiber Optic Cable Test Data Sheet
(End to End Test with OTDR)

Route:

Total Optic Fiber Length (km):

Wavelength (nm):

Fiber No.	Fiber Color	From	To	Total Loss	Average Loss (db)

CIVIL WORKS

Section Name: _____

The civil works executed for the laying of Optical Fiber Cable shall be inspected for sample testing by the USF Technical Auditor to verify compliance to relevant Technical Specifications.

Cable Length	From:	To:	Remarks

AERIAL WORKS

The works executed for the installation of aerial Optical Fiber Cable shall be inspected for sample testing by the USF Technical Auditor to verify compliance to relevant Technical Specifications.

F. Key Performance Parameters for Fibre Optic Equipment

The USFCo Technical Auditor may conduct sample testing of the tests performed during commissioning in addition but not limited to the following tests to verify the performance of the fiber optic equipment.

S.#	Description of Item	Accepted Standard	Remarks
1	Protection Switching (While removing the active Cross switch board, the standby board will take over the service automatically)	Switching time < 50 ms	
2	15-Minute Bit Error Performance for E1 or E3	No bit error is detected	
3	24 hours BER Test	<10 ⁻¹⁰ bit errors	

SCHEDULE B-1

Telecenter Equipment

USF Service Provider shall provide the Equipment elaborated in the schedule.

1. Telecenter

(a) The USF Service Provider shall establish and maintain Telecenter(s), by supplying and installing/commissioning Telecenter Equipment, providing basic usage training, providing the USF Broadband Services and constructing the Telecenters, at the designated location mentioned in Schedule C.

(b) The Telecenter shall be:

(i) equipped with at least twenty (20) All-in-One computers connected to each other in a LAN, connected to at least one 3-in-1 multifunction laser printer and multimedia projector, available for public access to the Broadband Services and Web Applications;

(ii) connected through the LAN to the USF Service Provider's Broadband Service in the Telecenter with at least one Customer Premises Equipment (CPE) for access to Broadband Services;

(iii) supplied with Alternate Energy solution (including UPS capability) with enough capacity to provide backup time to Computers, lights, fans and other essential elements with a 5 Kwh capacity with a backup of six hours ;

(iv) 5 Years comprehensive extended warranty for all equipment with parts and services.

(c) Telecenter Service Provider shall conduct basic usage training of at least two resources for each Telecenter. The training program shall consist of at least:

- (i) Basic usage of computer and installed applications;
- (ii) Basic usage of Internet, such as, web browsing and email access
- (iii) Basic configuration and trouble shooting.
- (iv) First level of maintenance

2. Equipment Quantities for Telecenter:

Each Telecenter mentioned in Schedule C of BOT Agreement shall have following quantities as per the specification laid in this Schedule B1:

S. No.	Equipment	Quantity
1	All-in-One Computers	20
2	Multifunction Laser Printer	1
3	Wireless Router	2
4	Multimedia Projector	1
5	Queue Management System	1
6	CCTV System	1
7	Computer Tables	25
8	Computer Chairs	30
9	Waiting area chairs (seats)	60
10	Solar Solution	1
11	Firefighting equipment	1
12	Fiber Optic System	1

3. Specification of Computers, Printers, Wireless Router, Network Switch and Multimedia Projector etc.:

(a) All-in-One Computers (20)

All computers for Telecenter shall be branded All-in-One with the following minimum specifications:

- Computer Type: All-in-One
- Processor: 4th Generation Intel® Core™ i5 or above.
- Cache Memory: minimum 3M Cache
- RAM: minimum 4GB
- Internal Storage: 1TB
- Optical Drive: DVD +RW
- Display: minimum 19"
- Video Card: HD Graphics
- Wireless: IEEE 802.11 b/g/n standards
- Ethernet: RJ-45 (10/100/1000 Ethernet)
- Standard USB Keyboard, Mouse, Integrated Audio, necessary Accessories etc.
- Software: Pre-Installed Windows latest version (Backup & Recovery), Standard Office Suite, and Antivirus.

All computers for Telecenter must be equipped with an Internet filtering system to be controlled at both Telecenter Service Provider and user end, capable of effective operation in accordance with relevant USFCo and government policies.

All software in the computers shall be licensed. USF Service Provider shall be responsible for acquiring licenses of all licensed software.

(b) Multifunction Laser Printers (1)

3-in-1 multifunction laser printer with the following minimum specifications:

- Multi-Function (Black & White): Printer, Copier, Scanner
- Network Enabled: Fast Ethernet and WiFi
- Print Speed: minimum 21 ppm
- Print Resolution: minimum 600*600 dpi
- Printer Memory: minimum 128 MB

(c) Wireless Routers (2)

Wireless Routers with the following minimum specifications:

- a) IEEE 802.11 b/g/n standards
- b) 1 WAN and 4 LAN Ports, Gigabit Ethernet connections on both WAN and LAN ports
- c) DHCP Server, DHCP Client, DHCP Relay, NAT, PAT, NAPT
- d) Dual-stack IPv4 and IPv6
- e) Port-based and 802.1Q tag-based VLANs support
- f) Static routing
- g) Routing Information Protocol (RIPv1 and RIPv2)
- h) Inter-VLAN routing
- i) Access Control
 - IP-based access control list (ACL)
 - MAC-based wireless access control
 - Configurable Firewall with Stateful Packet Inspection (SPI)
 - Peer-to-peer control
 - Secure Management
 - Wi-Fi Protected Access (WPA) and Advanced Encryption Standard (AES) (WPA2)
 - Simple Network Management Protocol (SNMP)
- j) Certification
 - FCC Class B
 - CE

(d) Multimedia Projector (1)

Multimedia projector with the following minimum Specifications:

- Resolution: 1024 × 768 pixels
- Brightness: Minimum 3000 lumens
- Lamp: 245Wx1, lamp replacement cycle (lamp power: 3,000 hours)

- Projector Screen: Wall mounted 9ft x 12ft (W x H).

(e) Network Switch (1)

Network switch projector with the following minimum Specifications:

- 24 Ports (10/100/1000 Ethernet)
- 4 Gigabit Uplink Ports (2 SFP and 2 Ethernet)
- RAM: min 64MB or above
- Flash Memory: min 32MB or above
- Features:
 - DHCP
 - ARP Support
 - Load Balancing
 - VLAN Support
 - IPv4 and IPv6 Support
 - MAC Address Filtering
 - SSL Encryption Support

All computers, printer, wireless router, network switch, multimedia projector etc. must be of renowned and verifiable brands with local presence in Pakistan.

4. Specification of Furniture:

(a) Computer Tables (25)

1. The furniture shall be robust and rugged.
2. Computer table of size: 90 cm wide* 60 cm deep * 75 cm high made of minimum of 16 mm pre laminate particle board. The height of the table, excludes the partition on the side of the table.
3. Top of table finished with pre laminated particle board and edge banding with same color PVC tape.
4. Keyboard tray fitted with necessary fittings

(b) Computer Chairs (30)

1. The chair should have 360 degrees revolving facility with PU armrests and Sturdy Nylon chair base.
2. The chairs should be of high quality with wheels and breathable fabric upholstery.

(c) Waiting area furniture

1. Sturdy 3 seater sofas with steel base and metallic seats (20 sets).

Sample Computer Chair & Table	Sample waiting area sofa
 <p>A photograph showing two computer workstations. Each workstation consists of a wooden desk with a curved backrest, a black office chair, and a computer monitor. The desks are arranged in a row, and the chairs are positioned in front of them.</p>	 <p>A photograph of a three-seater waiting area sofa. The sofa has a metal frame, armrests, and a mesh backrest. It is positioned against a white background.</p>

5. Specification of CCTV System

- I. **Surveillance Cameras: (Qty 3 indoor and 1 outdoor)**
 - a. HD 2MP Progressive Scan CMOS Sensor
 - b. Day/Night Mode
 - c. Minimum IR distance 20m
 - d. Manual and schedule recording
 - e. Outdoor camera must comply IP66 ratings

- II. **Digital Video Recorder (DVR): (Qty 1)**
 - f. Storage Capacity: 30 days backup with 4 cameras running 24hrs
 - g. Ports: 8

- III. **LCD for Surveillance: (Qty 1)**
 - h. Minimum 21"

6. Specification of Queue Management System

In the Telecenter there can be situations with dense queue volume, in order for the operations to follow a certain pattern and order, new incoming visitors will receive an appropriate ticket for his / her operation from the queue machine and, based on this queue, he / she will be called by the related officer and the operation will be completed. As the calls can be monitored in on the display and the main board, there won't be backloging in front of the gates or counters. The people who come to the Telecenter will take their sequence ticket from order ticket machine, according to the service they require. The process within this sequence is carried out by the relevant officer. The call can be watched on the LED counter display.

Following are the requirements for the desired Queue Management System:

(a) Automatic Call Processor

If there is no new customer or a new customer does not take a sequence number, then another customer can come and take a sequence number, the system will remember the operator who will service the call and direct the new number instantly to him. In order to prevent the operators to stop for a period of time without taking action, you can use the automatic call.

(b) Call routing\Pass\Delay process

The operators can direct the numbers which they call to another service desk. The operator can delay the call (in case of missing document, delayed customer, etc.) after a specific number it will call back, in this way the customer will not lose time and will not take a new sequence number.

(c) Determine Working Hours

The system will start the day by cleaning all sequence numbers. All the services have been adjusted according to specific working hours. The customers who want to take a sequence number outside the designed time will be informed that the working hours have ended and a new ticket issuance will be prevented.

(d) LED Display System and Sound System

The token number will be displayed against each counter on an LED display system. There will be a 3 digit size 4.2 LED Counter Display with aluminum casing. A sound system can be used to call the token number.

(e) Ticket Dispenser

A ticket dispenser will be used to dispense tokens to the people according to the service the customer requires. A printed token will be dispensed by the machine to the customer according to the service require. A button will be reserved against each service on the dispenser.

(f) System Capacity

The system should have a minimum capacity to manage five separate services.

7. Specification of Solar Solution for Power Backup

a) Solar Power System:

Supply at site and installation 5kW Solar Power System with a backup time of 6 hours complete with fixing arrangement according to acceptable international standards (IEC1000-3-2(4), VDE or AS/NZS 3000). System must consist of Solar ON-Grid Invertors with energy storage for pure sine-wave compatible to AC mains voltage, 12V dry batteries and high efficiency mono crystalline /PV Solar Panels. Bidder to provide at least Ten years warranty material and workmanship and 25 year linear power output warranty. Installation shall be complete in all respect.

b) Solar Panels Mono Crystalline

Supply and installation on frame structure, connecting, testing and commissioning of Solar Modules having high efficiency mono-crystalline cells, self-cleaning robust surface, fixing frame up to 5400 Pa load, nut-bolt, cable connectors, light weight outdoor type, power warrantee 25years @80%, assembled as per manufacturer instructions and drawings. Installation must be complete in all respect. System must comply with IEC 61215, IEC 61701, IEC 61730, UL1703, CEC listed and appropriate ISO standards. Junction box of solar panel should be IP65 rated.

c) Pure Sine Wave ON-Grid Single Phase Inverters

Supply, installation and testing of Pure Sine Wave SP Inverters (suitable for 5kW load) compatible to Utility SP voltage 220-240V, Working temperature 0°C - 55°C and full range of battery voltage, comprising AC to DC, DC to AC invertors, battery charger, transfer switch, solar power charger (MPPT) etc complete in all respect, complying to international safety standards including IEC 60529.

d) GEL Batteries

Providing, fixing, installation, testing and commissioning of deep cycle dry batteries (minimum life 5 years) in battery rack of sufficient size. Mutual connection of batteries and then connection to Invertors, complete in all respect and to the entire satisfaction of the Engineer. Batteries must conform to International standards like IEC60896-21/22, IEC 61427.

e) Equipment Grounding

Separate grounding for equipment and structure. Grounding value should be less than one Ohm, Minimum two earth pits.

f) Single Phase Flexible PVC insulated Cable

Supply installation and connections of Single Core cables between various panels/Modules, Modules to Combiner box, Combiner box to Inverter, Inverter to AC Distribution Board, Battery box to Inverter and earthing complete in all respect.

g) Steel Racks for Solar Panels and fixing accessories.

h) Complete system installation including Cables, Solar Structure, Battery rack, nut bolt etc.

i) USF Service Provider to provide calculations to justify quantities of proposed equipment.

j) The overall system and solution shall be on-site warranted for an overall period of 5 years. USF Service Provider shall also be responsible for after sales support and

provision of required necessary spares for the smooth operations and management of these sites.

- k)** Solar solution shall be installed at roof top of each Telecenter.
- l)** Power ratings, fabrication details, country of origin, serial number and other key technical parameters shall be permanently and legibly marked on each module.
- m)** USF Service Provider must ensure submission of detailed factory inspection tests of all equipment including solar panels, batteries etc. Detailed technical specification sheets of all equipment covering all possible scenarios must be covered in detail and submitted along with the bid.
- n)** Bidder shall also arrange detailed engineering drawings including civil works, layouts, as-build drawings etc.

8. Firefighting Equipment

Firefighting equipment comprising of the following items:

- a. 2 Zone Fire Alarm Control panel (One unit)
- b. Conventional Ionization Heat Detector/Smoke detector with base (Four Units)
- c. Alarm Bell 6" diameter (One Unit)
- d. Manual Call Point (One Unit)
- e. Co2 Fire extinguisher - 5kg (Four Units)
- f. Alarm Sounder (One Unit)

9. Fiber Optic System

- a) Terminal Multiplexer (at Telecenter) with minimum capacity of One STM4 for backbone connectivity and one STM1, 40 E1s, 2 FEs and 2 GE interfaces.
- b) Laying of Optic Fiber cable (minimum 8 Fiber- G.652.D or G.655) from nearest Optic Fiber Node to Telecenter.
- c) Fiber Optic system should be compliant to USF Cable Laying and Equipment Specifications provided at Schedule A1 of this BOT Agreement.

10. Maintenance

The USF Service Provider shall be responsible for providing preventive maintenance and trouble-shooting of all Telecenter Equipment mentioned above on need-basis for the term of the BOT Agreement.

SCHEDULE B-2

Building Layout

This schedule provides outlines which should be followed for the construction of Telecenter's Building. The Telecenter's building should be constructed based on the floor plan given in the Annex to the schedule B-2.

- i. Construction of the Telecenter Building will be based on the architectural drawings provided by USFCo (Annex to Schedule B-2)
- ii. Building will be constructed at an approximate covered area of 3300 square feet based on the architectural drawing
- iii. The bidder, while carrying out the said work, shall comply with the provisions of all laws, rules, and bye-laws for the time being enforced , affecting the said works and will give all necessary notices to and obtain the requisite sanctions of the concerned local authorities in respect of the said works and will comply with the building and other regulations of such authorities and will keep the USF Co indemnified against all fines, penalties, and losses incurred by the reasons of the breach of the bidders of any such laws, bye-laws and regulations.
- iv. Telecenters shall be constructed by a construction firm registered with Pakistan Engineering Council in relevant category.



(For detail design please refer to TELECENTER BOT Agreement **Schedule B2-Annex (this will be available to the registered bidders)**). Item-wise BOQ (un-priced) has to be provided on format given at Schedule B-5 with the technical proposal.

SCHEDULE B-3

Telecenter Land

Part 1 – Mandatory Requirements

This schedule provides mandatory requirements which should be followed for the identification, purchase and transfer of land.

- i. Acquisition of 9000 square feet land with a minimum frontage of 75 feet towards the metal road, at an accessible location in USFCo's name, for the construction of each Telecenter.
- ii. Land price should be in line with the prevailing DC rate (*verifiable through DC office Record*)
- iii. Having at least 20,000 population within a radius of 3 kms
- iv. On an average the land must be situated within a proximity of;
 - 2-3 km (road distance) of the designated Optic Fiber Node (for Punjab & KPK)
 - 4-5 kms (road distance) of the designated Optic Fiber Node for Sindh
 - 5-7 kms (road distance) of the designated Optic Fiber Node for Balochistan
- v. The land shall be free from all encumbrances.
- vi. The service provider shall be responsible for installing/acquiring all the utility facilities.
- vii. All the statutory approvals/NOCs for the purchase of said land including Right of Way etc. will be the responsibility of the Service Provider.
- viii. The land purchased for the telecenters should be at an elevated level; areas in depression will not be accepted.
- ix. The bidder will assure that the land being acquired for the purpose of telecenters does not have a history of flooding.
- x. All land being acquired for the telecenters must be situated on metal road.
- xi. The USF Service Provider shall pay the full price and associated costs (including taxes and duties including stamp duty, mutation fees, registration fees and all other associated costs) for acquiring the land and transferring it to and in the name of USFCo. The USF Service Provider shall cause the seller(s) of the land to enter into the Sale Deed in the form set out in Part 2 of this Schedule B-3 to the BOT Agreement (or in such other form as may be required or approved by USFCo), provided that if any land is located in **any area (such as a cantonment) in which land is not available on freehold basis, then the land shall be acquired on leasehold basis for the maximum tenor permissible by law and local regulations** (unless otherwise directed by USFCo) and the related lease shall be in the form prescribed by law or regulations (where the applicable law or local regulations prescribe such form) or in such other form as may be required or approved by USFCo and the USF Service Provider shall be responsible for payment of the lease rental and other payments required to be borne and made by the lessee under the

lease such as, without limitation, security deposits (to be refunded to USFCo upon the expiry or termination of the lease) and advance lease payments, during the term of this BOT Agreement.

- xii. Details of land should be provided on the Annex to Schedule B-3

Part 2 – Form of Sale Deed

[ON STAMP PAPER OF THE APPROPRIATE VALUE]1

SALE DEED BETWEEN [] (SELLER) AND UNIVERSAL SERVICE FUND IN RESPECT OF A PLOT OF LAND MEASURING [] KANALS [] MARLAS SITUATED AT [], TEHSIL AND DISTRICT [] FOR A TOTAL CONSIDERATION OF Rs. [] (RUPEES [] ONLY)

THIS SALE DEED (“Deed”) is made at [] on this [] day of [] 20[]

BY AND BETWEEN

[], son of [], resident of [], holding Computerized National Identity Card bearing No. [], hereinafter collectively called the “**Seller**” (which term shall mean and include his heirs, successors, legal representatives, administrators and assigns);

AND

Universal Service Fund, a Section 42 company duly established and incorporated in Pakistan having its office at 5th Floor, HBL Tower, Jinnah Avenue, Islamabad, acting through [], designated as [], holder of CNIC No. [], duly authorized for the purpose vide resolution of the Board of Directors of the company dated [], hereinafter called the “**Purchaser**” (which term shall mean and include its successors-in-interest, representatives and assigns).

WHEREAS the Seller2 is the sole and exclusive owner and in full possession of all that piece and parcel of land bearing Khewat No. [], Khatooni No. [], Khasra No. [] measuring [] Kanals and [] Marlas vide Mutation No. [] approved, situated at [], Tehsil [], District [] as evidenced by Fard, pertaining to the year [] – [], issued by Patwari, [], Tehsil [], District [] dated [] (the “Land”) and bounded as under:

North = []

South = []

East = []

West = []

1 The Sale Deed shall be required to be registered under the provisions of the Registration Act, 1908.

2 In the case of joint owners, all joint owners shall be parties to this Sale Deed, which will provide that their obligations under this Sale Deed shall be joint and several. If USF enters into this Sale Deed with the holder of a registered irrevocable general power of attorney (IGPA) for the land, then the Sale Deed will mention the same and the registered IGPA will be annexed to the Sale Deed.

AND WHEREAS in his capacity as the legal, exclusive, beneficial and absolute owner of the Land, the Seller has full power and title to sell the same and the Seller has agreed to sell the Land free from all encumbrances, liens, litigation, claims, demands, dues, charges (including taxes, fees, cesses, duties, levies and impositions of any description) and the Purchaser has agreed to purchase the Land in its name, with full title guarantee and with all the rights belonging to or appurtenant to the Land including all rights of easement and access to construct, set up and establish Telecenter building on the terms and conditions set out herein for a total full and final consideration of Rs. []/- (Rupees [] only) ("**Purchase Price**").

The Seller and the Purchaser are hereinafter collectively referred to as the "**Parties**" and the term "**Party**" refers to either of them individually.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the validity and adequacy of which is hereby acknowledged by the Parties, intending to be legally bound, this Deed witnesseth and it is hereby agreed as follows:

1. Definitions and Rules of interpretation

1.1 In this Deed, the following terms shall have the meanings assigned to them in this Article as follows:

"Authority" shall mean any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or tax raising body, authority, agency, board, federal and provincial ministries, commission, bureau, agency, department, court or tribunal of any jurisdiction and/or their subdivisions, national, regional or local, including without limitation, Patwari, Tehsildar, Registrar, Environmental Protection Agency (Central and Provincial), Tehsil Municipal Authority, Sarhad Development Authority, National Highway Authority, Industries, Commerce and Technical Education Department, Government of Khyber Pakhtunkhwa.

"Deed" shall mean this Sale Deed.

"Encumbrance" or **"Lien"** shall mean any charge or claim, community property interest, easement, usufruct, condition, equitable interest, assessment, levy, lien (statutory or otherwise), encumbrance, option, pledge, security interest, mortgage, right of first refusal, right of first offer, right of pre-emption, retention of title agreement, defect of title or restriction of any kind or nature, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, or any other third-party right.

"Land" shall have the meaning ascribed thereto in the Recital.

"Law" shall mean any applicable law (including statutory and common law), statute, regulation, code, treaty, rule, judgment, judicial decision, order, decree, injunction, permit, permit condition, approval, agreement, restriction, requirement or procedure enacted, adopted, promulgated, applied or followed by any governmental, intergovernmental or supranational body, agency, local government, court, statutory, regulatory or self-regulatory (or similar) body or public authority.

“Liabilities” means any and all liabilities and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or un-matured, accrued, absolute, contingent or otherwise.

“NEC” shall mean Non-Encumbrance Certificate.

“NOC” shall mean no objection certificate.

“Person” means any individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, unlimited liability company, unincorporated society, association, trust, joint venture, Governmental Authority or other legal entity.

“Purchase Price” shall have the meaning ascribed thereto in the Recital.

1.2 Headings are only for convenience, and shall be ignored in construing this Deed.

1.3 Words importing the singular shall include the plural or vice versa.

1.4 Save where the contrary is indicated, any reference in the Deed to:

- (a) an Article, shall be construed as a reference to an Article of this Deed;
- (b) “writing” includes any non-transitory form of visible reproduction of words and shall not for the avoidance of doubt include e-mail;
- (c) references to any instrument or document shall include its amendment, restatement, supplement or other modification thereto from time to time;
- (d) a statute, an enactment or order shall be construed as a reference to such statute, enactment or order as the same may have been, or may from time to time be, amended or re-enacted and all subsidiary legislation and other instrument made under or deriving validity therefrom;
- (e) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

1.5 In carrying out its obligations and duties under this Deed, each Party shall have an implied obligation of good faith.

1.6 Except as expressly provided herein, nothing shall be construed or interpreted as limiting, diminishing or prejudicing in any way the rights of the Purchaser, to claim any benefit provided under the Laws of Pakistan (whether in effect now or in the future).

2. Consideration and Payment to the Seller

In full and final consideration of the sum of **Rs. []/-** (Rupees [] only), received by the Seller, the receipt whereof the Seller hereby acknowledges, the Seller does hereby grant, convey, assign and transfer unto the Purchaser absolutely all his rights, titles and interests in the Land as hereinbefore described, free and clear from any Encumbrance, together with the Seller's rights, titles and interests in all areas, drains, ways, paths, passages, wells, water courses, tank, pipelines, rights, liberties, profits, privileges, easements, advantages and appurtenances whatsoever belonging to the Land or in any way appertaining thereto or to any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto together with all deeds, documents of title and other writings whatsoever relating to the Land which are in the possession of the Seller, to have and to hold the Land unto and to the use of Purchaser.

3. Covenants of the Seller

The Seller hereby covenants with the Purchaser as follows:

- (a) That henceforth the Purchaser shall be the rightful and absolute owner of the Land and the Land shall be peaceably held, occupied, possessed and enjoyed by the Purchaser and the rents, profits, benefits and advantages of the Land shall be received and enjoyed by the Purchaser without any hindrance or interruption or disturbances or claim or eviction by the Seller or Persons claiming through or under the Seller and without any disturbances and interruption by any other Person whatsoever. The Purchaser shall be legally entitled to use the Land itself or to transfer the same at any time in favour of any Person.
- (b) The Seller shall keep and hold the Purchaser secured, harmless and indemnified, at all times, against all losses, claims, demands, recoveries, judgments, orders, costs, charges and expenses and detriments suffered by the Purchaser, owing to any claim, suit, proceedings or demand, made or preferred by any Person on account of any act or omission of the Seller or by the reason of any defect in the title or right of the Seller in all or any part of the Land or by reason of any statement, representation or covenant of the Seller in this Deed or by the neighbors of the Land with regard to the purchase and/or the use of the Land as contemplated herein.
- (c) The Purchaser shall be entitled to have its name and other particulars entered, registered and recorded in relation to the title of the Land hereby sold, in the record maintained by the concerned administrative authorities, revenue authorities and/or government departments, divisions and other authorities and for that purpose, the Seller shall execute or cause to be executed all documents, applications and other papers, which may be found necessary for entering the name of the Purchaser in the record maintained by the concerned administrative authorities, revenue authorities and/or government departments, divisions and other authorities and shall do or cause to be done all acts, deeds and things, necessary for perfecting full title in Land in the name of

the Purchaser and in case the personal attendance of the Seller are required, they shall, at the request of the Purchaser, appear before the concerned authorities.

- (d) The Seller has paid all taxes, charges, fees, cesses, levies and other dues and impositions of whatsoever nature, up to the date of execution of this Deed in respect of the Land sold in favour of the Purchaser and if not so paid or found to be still due, the Seller alone shall be responsible therefor and shall hold the Purchaser harmless and shall indemnify the Purchaser accordingly.
- (e) The Land is not subject to any litigation and there is no suit or other proceeding pertaining to, instituted or threatened by or against the Seller in respect of the Land and that there are no claims or demands on the Land by any third party.
- (f) Vacant possession of the Land is hereby transferred and has been handed over to the Purchaser. The Land shall be held and enjoyed by the Purchaser as the absolute owner thereof, and the Purchaser shall have the right to use the Land as it deems fit and to carry out such construction thereon as it may require.
- (g) The Seller has all relevant papers, instruments, certificates, deeds, filings, notices, Fard, Aks Shajra, map, waiver of pre-emptive right, NEC, receipts evidencing the deposit of taxes, cesses and impositions of whatever description, if any, and other documents pertaining to the Land, together with all documents of title relating to the same, which the Seller has given to the Purchaser and by virtue of these presents, the Seller hereby confirm the ownership and possession of the Land has vested in the Purchaser, who is now the sole and exclusive owner of the Land.

4. Representations and Warranties of the Seller

The Seller represents and warrants that:

- (i) this Deed constitutes the legal, valid and binding obligation of the Seller, enforceable against him in accordance with its terms; the Seller has full power and authority to execute and deliver this Deed, to perform his obligations hereunder, and to consummate the transactions contemplated hereby to be consummated by him;
- (ii) the Seller has not done or caused or suffered to be done nor has the Seller been a party to or privy to anything whereby the Seller is prevented from granting, assigning and selling the Land or whereby his rights to sell the same have been, can, may or shall be impaired in any manner;

- (iii) neither the execution and delivery of this Deed by the Seller nor the performance of his obligations hereunder, (a) violates, conflicts with or results in a breach of any applicable Laws, (b) violates, conflicts with or results in a breach or termination of, or otherwise give any contracting party additional rights or compensation under, or the right to terminate or accelerate, or constitute (with notice or lapse of time, or both) a default under the terms of any contract to which the Seller is a party or which relates to the Land (c) results in the creation or imposition of any Encumbrances, Liens, litigation, claims, demands, dues, charges (including taxes, fees, cesses, duties, levies and impositions of any description) with respect to, or otherwise have an adverse effect upon, the Land, its ownership or use of it, or (d) vests in, or give rise to, any right of pre-emption, or right to compensation, with respect to the Land in any Person;
- (iv) no consent or approval (of whatever nature and howsoever described) is required in connection with the execution and delivery by the Seller of this Deed or the consummation of the transactions contemplated hereby;
- (v) the Seller has obtained all consents, permits and approvals required to sell the Land to the Purchaser, to execute and deliver this Deed and to consummate the transactions contemplated hereby and to enable the Purchaser to use the Land for industrial and commercial use;
- (vi) neither the ownership nor the use of the Land by the Seller or by the Purchaser pursuant hereto conflicts with the rights of any other Person or violates, or with or without the giving of notice or the passage of time, or both, will violate, conflict with or result in a default, right to accelerate or loss of rights under, any terms or provisions of any Lien or Encumbrance (of whatever nature and howsoever described), contract or Law to which the Seller are a party or by which the Seller or the Land is bound or affected;
- (vii) the Seller has no Liabilities (of whatever nature and howsoever described) relating to the Land;
- (viii) there are no actions, proceedings, litigation, governmental acquisition or orders pending, resolved, settled or threatened against the Seller with respect to the Land or the acquisition by the Purchaser thereof and there is no basis upon which any such action or proceeding could reasonably be brought or initiated or any order instituted;
- (ix) the Seller has not withheld from the Purchaser any material fact relating to the Land (including its title and user) that is known to the Seller;

- (x) the Seller has not performed or permitted any act or deed which can diminish, affect or eliminate the Seller's right in and to the Land or the Purchaser's acquisition of, title to or the use of the Land;
- (xi) the Seller has not received any notice of any claim and no proceeding has been instituted raising any claim against the Seller, included but not limited to, alleging any damage to the environment or violation of any environmental Laws;
- (xii) all representations and warranties of the Seller contained herein are true, correct and not misleading, in any material respect;
- (xiii) the Land and the Seller's rights, titles, interests therein hereby sold, are free from all Encumbrances, mortgages, charges, gifts, Liens, demands, dues, litigation, Liabilities, losses, fines, deficiencies or any other claims of whatsoever nature including but not limited to regulatory and environmental issues. There is no defect in the title of the Seller to the Land or any part thereof and the Seller being the exclusive, absolute and joint owner of the Land has full and good title, right, power, lawful and absolute authority and legal competence to sell, transfer, assign and convey the Land to the Purchaser and that the Seller has not done or caused or suffered to be done nor has the Seller been a party to or privy to anything whereby the Seller is prevented from granting, assigning and selling the Land or whereby his right to sell the same has been, can, may or shall be impaired in any manner. If anything is found to the contrary and in consequence thereof, the Purchaser is put to any losses, damages and costs, the Seller undertake to indemnify and hold harmless the Purchaser from all losses, damages and costs resulting from such defect in title; and
- (xiv) if anything is found to the contrary to the above and in consequence thereof, the Purchaser is put to any losses, damages and costs, the Seller undertake to fully indemnify and hold harmless the Purchaser from all such losses, damages, costs or any liability under any name whatsoever.

5. Duties, Fees and Taxes

The Parties shall be responsible for their own costs, charges, taxes and fees incurred in relation to this Deed, including in relation to any gain on such transfer and any brokerage fee, commission or finder's fee or similar fees, commissions or reimbursement expenses, provided that the stamp duty, registration fee, District Council fee, withholding tax and mutation fee on the transfer of the Land to the Purchaser shall be borne by the Purchaser.

6. Governing Law

This Deed is governed by and shall be construed in accordance with the Laws of Pakistan.

IN WITNESS WHEREOF the Parties have set their respective hands, executed and signed this Deed on the date mentioned above and in the presence of the witnesses named below:

Seller _____ Name: Address: CNIC No.

<u>Witness 1:</u> _____ Names: Address: CNIC No.	<u>Witness 2:</u> _____ Names: Address: CNIC No.
--	--

For and on behalf of the Purchaser _____ Name: Address: Universal Service Fund, 5th Floor, HBL Tower, Jinnah Avenue, Islamabad CNIC No.

<u>Witness 1:</u> _____ Names: Address: CNIC No.	<u>Witness 2:</u> _____ Names: Address: CNIC No.
--	--

Presented for registration this Sale Deed by [], son of [], holding CNIC No. [] before me at the office of Sub-Registrar, [] on this _____ day of _____.

Seller _____
Name:
CNIC No.

Sub-Registrar

[]

Execution and completion of this Sale Deed has been admitted by the said parties who hereby undertake to abide by and subscribes to all the terms and conditions set forth in the body of this Deed. The Executant is identified by Messrs:

Witnesses:

1.	Signature: _____	2.	Signature: _____
	Name:		Name:
	Address:		Address:
	CNIC No.		CNIC No.

The witnesses are relied upon.

Seller _____
Name:
CNIC No.

PURCHASER _____

For and on behalf of Universal Service Fund

Name: _____

CNIC No. _____

Sub-Registrar

[]

CERTIFICATE

Registered at No. _____ Book No. _____ Volume No. _____ at Page
No. _____ and its duplicate copy pasted in the Additional Book No. _____
Volume No. _____ on Pages _____ to _____ on this _____ day of
_____.

The Seller and the witnesses have signed in my presence.

Sub-Registrar

[]

SCHEDULE B-4

Telecenter Operational Guidelines

This schedule provides outlines which should guide the operations of Telecenters.

1) Services to be offered at Telecenters

The following services will be offered at Telecenters

Broadband Center	There will be two separate computer centers one each for male and female. The male computer center shall have 10 computers while the female center shall have 6 computers.
NADRA	NADRA Center will have 4 designated computers. NADRA will have their setup where they will offer the following services; <ul style="list-style-type: none"> • Registration Services (Inclusive of ID Cards, CRC, FRCs • Biometric Verification for Mobile SIM activation • Any other services launched by NADRA for the benefit of general public

2) Telecenter Operational Hours

The Telecenter will be operational during the following timings

Monday-Thursday	0900-1700 hours 1300-1400 hours Lunch Break
Friday	0900-1700 hours 1230-1430 hours prayer & Lunch Break
Saturday	0900-1700 hours 1300-1400 hours Lunch Break

3) Telecenter Staff

Each Telecenter should have the following minimum staff.

- Telecenter Supervisor (1)
- Technicians (1)
- Janitor (1)
- Guard (2)

The cost of the staff provided by NADRA or Service Providers, other than that mentioned above, will be absorbed by the respective organization. **Staff will be hired after the approval from USFCo.** All USF Service Providers are expected to employ people from local Areas and generate local employment by supporting and engaging local labor and industry.

4) Job Descriptions of the Staff

The Job descriptions of the staff is given below

Job Title:	Supervisor
Status	Full Time
Location	Telecenter Site Based
Job Summary:	The supervisor will be responsible for efficient and effective operations of the Telecenter. He will organize and monitor the work flow of his staff in such a manner that it augments better operations.
Education:	<ul style="list-style-type: none"> • A minimum of 14 years of education from HEC recognized institution is required. • Preference will be given to the people with educational background in Computers\Telecom\IT.
Experience:	<ul style="list-style-type: none"> • A minimum of three years of experience is required. • Preference will be given to people who have experience in running self-owned business. • Preference will be given to people who have managerial experience.
Functions\Responsibilities:	<ul style="list-style-type: none"> • Promote the use of Telecenter in local community. • Assist the visitors in a helpful and friendly manner. • Effective and efficient operation of Telecenter. • Manage the staff of Telecenter. • Timely reporting to USF. • Maintain a conducive environment in the Telecenter.

Job Title:	Technician
Status	Full Time
Location	Telecenter Site Based
Job Summary:	The Technician will be responsible for efficient and effective operations of IT/Electrical equipment of the Telecenter. He will be responsible for the preventive and basic corrective maintenance of all IT and Electrical Equipment of the Telecenter for that it augments better operations.

Education:	<ul style="list-style-type: none"> • Diploma in Electrical/Telecom/Electronics/Networking/IT recognized by the relevant technical education board. • Preference will be given to the people having additional certification in IT/Wired Networking/Wireless Networking/Telecom/Software.
Experience:	<ul style="list-style-type: none"> • A minimum of two years of experience is required. • Preference will be given to people who have experience in maintenance of computer centers/IT Labs.
Functions\Responsibilities:	<ul style="list-style-type: none"> • Preventive Maintenance of IT/Electrical Equipment. • Basic Corrective Maintenance/Troubleshooting of IT/Networking/Electrical Equipment (Hardware and Software). • Timely reporting of faults/problems which cannot be solved within a given time period to Service provider and USF. • Operating Systems installation and trouble shooting. • Basic Software installation and trouble shooting. • Maintain conducive environment in the Telecenter. • Effective and efficient operation of Telecenter. • Preventive and corrective maintenance of surveillance and firefighting system.

Job Title:	Janitor
Status	Full Time
Location	Telecenter Site Based
Job Summary:	The Janitor will be responsible for cleanliness, and any other task assigned by the supervisor.
Education:	Education of 8-10 years is desirable
Experience:	No experience
Functions\Responsibilities:	<ul style="list-style-type: none"> • General cleaning of office premises. • Deliver files\post and extend help to Telecenter staff. • Any other task assigned by supervisor.

Job Title:	Security Guard
Status	Full Time
Location	Telecenter Site Based
Job Summary:	The security guard will be responsible for protecting the property, assets and lives by patrolling the premises.
Education:	Education of 8-10 years is desirable
Experience:	A minimum of one year of relevant experience is required.
Functions\Responsibilities:	<ul style="list-style-type: none"> • Monitor entrance of property. • Guard against theft and maintain security. • Protect property and assets by patrolling the area. • Inspect windows and doors to ensure locks are in place and working.

5) Obligation of Service Provider

The Service Provider will be bound to provide the following services free of cost;

- Broadband Internet to the Community
- Broadband Internet\Connectivity to NADRA
- Designated office space to NADRA

6) Permission to Launch any other Service

For providing; any service other than the authorized services i.e. given at section 1 of the document; the Service Provider has to seek prior written approval of USFCo.

7) Standard Operating Procedures

Given below are Standard Operating Principals (**SOPs**), which needs to be developed for the operation of Telecenter

Process	SOP No
Telecenter General Operation	SOP-001
Opening and Closing a Telecenter	SOP-001-1
Firefighting Equipment management	SOP-001-2
Break Down Reporting	SOP-001-3
Maintenance Requisition	SOP-001-4
General Cleanliness	SOP-001-5
Human Resource Management	SOP-002
Reporting Line & Frequency of Reporting	SOP-002-1

Grievance Management	SOP-002-2
Code of Conduct of Employees	SOP-002-3
Performance Management	SOP-002-4
Facility Management	SOP-003
Operational Expenditure Management	SOP-003-1
Minimum Level of Service	SOP-003-1
Miscellaneous	SOP-004
Theft Reporting	SOP-004-1
Telecenter User Facilitation	SOP-004-2
Dispute Resolution	SOP-004-3
Disciplinary Action	SOP-004-4
Facility Improvement Suggestions	SOP-004-5
Code of Conduct for Users of Telecenters	SOP-004-6
Event Organization (Training)	SOP-004-7

SOP Category	General (001)
SOP Name	Opening and Closing a Telecenter
SOP No.	SOP-001-1
<p>The prime responsibilities of the supervisor during opening and closing of Telecenter are:</p> <ul style="list-style-type: none"> • Upon Opening at 0845hrs Supervisor will ensure that all facilities are in working order, the Telecenter is clean, and all items in the inventory are in order. • Upon closing at 1730 hrs the Telecenter supervisor will ensure that all rooms are properly locked, Mains are switched off, equipment are properly switched off, inventory count is in order and main door is properly locked. • During lunch and prayer breaks supervisor will ensure that someone from Telecenter staff is present. The Telecenter must not be left unattended at any time. During Friday prayer the Telecenter shall remain closed between 1230 hrs ~ 1430 hrs. 	

SOP Category	General (001)
SOP Name	Firefighting Equipment management
SOP No.	SOP-001-2
<p>It is the prime responsibility of the technician to manage Firefighting Equipment.</p> <ul style="list-style-type: none"> • Ensure that all fire extinguishers and smoke detectors are in working condition at all times. • It is the duty of the technician to check the pressure\weight of the extinguisher on quarterly basis and contact the service provider in case the pressure\weight is lower than what is recommended. • The Expiry date must be clearly mentioned on the fire extinguisher. • Firefighting equipment should be properly tested on first Monday of every month, in case of holiday it will be done on the first working day after holidays. 	

SOP Category	General (001)
SOP Name	Break Down Reporting
SOP No.	SOP-001-3
<p>The Telecenter staff will escalate the break down if any to the Telecenter Supervisor. The Supervisor will contact concerned quarters for rectification.</p> <ul style="list-style-type: none"> • Person responsible should immediately report the Breakdown or malfunction of any equipment\device on the prescribed FORM. • Supervisor is responsible to communicate the malfunction of the equipment within the same working day to the designated officer of the Service Provider. • The designated officer of the Service Provider is responsible to communicate to the concerned authority for fault rectification. 	

SOP Category	General (001)
SOP Name	Maintenance Requisition
SOP No.	SOP-001-4
<ol style="list-style-type: none"> 1. It is the responsibility of the Supervisor to classify each maintenance request into either <u>Critical</u> or <u>Normal</u>. 2. Maintenance requisition should be submitted on the prescribed format. All maintenance requests should be forwarded to the designated officer of the Service Provider and the response time for critical maintenance request is 48 hours, and for normal maintenance request is four working days at the most. 	

SOP Category	General (001)
SOP Name	General Cleanliness
SOP No.	SOP-001-5
<p>Telecenter will be cleaned twice one before opening i.e. 0900 hours and during the lunch breaks. The main responsibility of the maintaining the cleanliness is of office boy/janitor. Supervisor will be responsible for ensuring that Telecenter is clean.</p>	

SOP Category	Human Resource Management(002)
SOP Name	Reporting and Frequency of Reporting
SOP No.	SOP-002-1
<ol style="list-style-type: none"> 1. Supervisor shall report monthly to the designated officer of the Service Provider on the prescribed formats, the report should be in electronic format and should reach the designated officer of the Service Provider on every Monday 0900 hours. 2. The service provider will compile these monthly reports into a quarterly report, which are prepared by each Telecenter Operator, on a quarterly basis to USFCo. Additionally a 	

summary report of the whole Telecenter Lot on the prescribed format (to be developed jointly by USFCo and the Service Provider) will be submitted to USFCo, not later than three weeks after the completion of the quarter.

SOP Category	Human Resource Management(002)
SOP Name	Grievance Management
SOP No.	SOP-002-2
<ol style="list-style-type: none"> 1. A complaint/Suggestion Box will be available at every Telecenter. 2. Grievances against Telecenter’s staff, other than supervisor, will be communicated to the supervisor. 3. Grievances against supervisor will be communicated to the Service Provider. 4. The Contact information of the concerned designated officer of the Service Provider will be displayed at all Telecenters for public access. 5. If the grievance remains unresolved then it will be communicated to the USF Project Manager. 6. The matter\issue should be resolved within three working days starting from the date of submission of the complaint. 7. A survey form will be floated and feedback will be sought from users of the Telecenter at the end of every month in all Telecenters and the result of those surveys will be shared with USF Project Manager. 8. Electronic grievance resolution system will be developed which will log all complaints/grievances and track it for status. 	

SOP Category	Human Resource Management(002)
SOP Name	Code of Conduct of Employees
SOP No.	SOP-002-3
<p>All employees shall follow the Code of Conduct as mentioned in the Telecenter Manual.</p> <p>Any deviance from the mentioned Code of Conduct should be immediately reported to USF. It is the duty of the supervisor to ensure that all employees follow the Code of Conduct. In case an employee violates code of conduct it will lead to strict disciplinary action.</p>	

SOP Category	Human Resource Management(002)
SOP Name	Performance Management
SOP No.	SOP-002-4
<p>There has to a proper performance management for all the employees recruited in Telecenter, in order to manage staff performance.</p>	

SOP Category	Human Resource Management(002)
SOP Name	Disciplinary Action
SOP No.	SOP-002-5
<ol style="list-style-type: none"> 1. Disciplinary action will be taken against the employee found involved in fraudulent practices. 2. Decisions regarding disciplinary actions will be taken by a committee comprising of service provider designated representatives. 3. Final Decision of Disciplinary action will be communicated to the USF Project Manager. 4. The employee will have right to appeal against the decision and the final authority rest with the designated representative of the Service Provider. 	

SOP Category	Human Resource Management(002)
SOP Name	Zero tolerance for Corruption
SOP No.	SOP-002-4
<p>There will be zero tolerance for corruption, in case an employee is found to be indulged in fraudulent practices it will lead to disciplinary action against the employee</p>	

SOP Category	Facility Management(003)
SOP Name	Minimum Level of Service
SOP No.	SOP-003-2
<p>The minimum level of service is defined as below;</p> <ul style="list-style-type: none"> • Power is available • All computers are in working order • Environment of the Telecenter is conducive and clean. • Working hours should be strictly observed • Cooperative and Friendly attitude of Telecenter employees towards general public. 	

SOP Category	Miscellaneous(004)
SOP Name	Theft Reporting
SOP No.	SOP-004-1
<ul style="list-style-type: none"> • There should be a proper mechanism for theft reporting in case of theft at Telecenter 	

SOP Category	Miscellaneous(004)
SOP Name	Telecenter User Facilitation
SOP No.	SOP-004-2

- It is the primary responsibility of the Supervisor to facilitate the users, however all Telecenter employee should show empathy towards the users and should facilitate users.
- Special Consideration should be given to disabled people and maximum facilitation should be provided to them.

SOP Category	Miscellaneous(004)
SOP Name	Dispute Resolution
SOP No.	SOP-004-3
A proper mechanism for the resolution of disputes related to Telecenter's operation	

SOP Category	Miscellaneous(004)
SOP Name	Disciplinary Action
SOP No.	SOP-004-4
<p>USF holds authority to take disciplinary action against the employees of Telecenter in case of violation of the Code of Conduct, Malpractice or any other wrong doing. However the Service Provider will have a mechanism for disciplinary actions.</p> <p>Disciplinary action may include the following:</p> <ol style="list-style-type: none"> 1. Verbal Warning – After 3 verbal warnings a written warning shall be issued. 2. Written Warning – After 3 written warnings any employee can be terminated. Written warnings can be given without any prior verbal warning. 3. Termination – USF has the right to terminate any employee depending on the allegation 	

SOP Category	Miscellaneous(004)
SOP Name	Facility Improvement Suggestions
SOP No.	SOP-004-5
<ul style="list-style-type: none"> • Every Telecenter will have a suggestion and improvement box placed at a visible place, and all suggestions will be mailed to USF every month. • Contact details of designated officials of the Service Providers and USF should be displayed at a conspicuous place. • In addition to the suggestion box, suggestions can be directly routed to USF through Email, Land Mail, and Fax on the designated addresses. 	

SOP Category	Miscellaneous(004)
SOP Name	Code of Conduct for Users of Telecenters

SOP No.	SOP-004-6
<ol style="list-style-type: none"> 1. User must sign in before using the equipment. 2. If the application user is using has a sound associated with it, turn off the sound or use headphones. 3. Telecenter’s staff reserves the right to ask anyone to leave the Telecenter at any time, for any reason. 4. Users who copy software from any of the computers or who intentionally delete or alter the contents of a computer’s software will not be allowed to use the Telecenter again. 5. Telecenter user should be sensitive at all times to other activities taking place. (S)he should not make noise and should not disturb other Telecenter users. 6. At closing time, Telecenter users should complete what they are doing quickly and leave the premises. 7. Computers can be used only during the hours prescribed. 8. Weapons of any kind are strictly prohibited in the premises of Telecenters. 9. Smoking is strictly prohibited in the premises of the Telecenter. 10. Abstain from viewing vulgar contents and using foul language. 11. Show respect to fellow users <p><u>Note: This needs to be placed at a prominent place, in the entrance of Telecenter</u></p>	

SOP Category	Miscellaneous(004)
SOP Name	Event Organizing/ Training
SOP No.	SOP-004-7
<p>Telecenter will also be used for conducting ICT trainings for the community.</p> <p>Training plans will be developed by the Service Providers in consultation with USF after seeking the approval to conduct the event.</p>	

8) Reporting Requirement

It is mandatory for every Telecenter to maintain a log of all of the following events;

- Number of user accessing internet facilities
- Any issues on daily basis
- Complete details of how that issue is resolved
- Any breakdown
- Any suggestion for improvement

Every Telecenter will file a consolidated report compiled on the basis of statistics collected through daily logs, key issues and how those issues were resolved, and suggestion for improvements. Additionally

cumulative monthly break down time of the Internet and equipment will be provided on a standardized format developed jointly by USFCo and the Service Provider.

The service provider will submit these monthly reports, which are prepared by each Telecenter Operator, on a quarterly basis to USFCo. Additionally a summary report of the whole Telecenter Lot on the prescribed format (to be developed jointly by USFCo and the Service Provider) will be submitted to USFCo, not later than three weeks after the completion of the quarter.

SCHEDULE B-5

Bill of Quantities

Bill of Quantities will be available to the registered bidders

Schedule C

Locations of Telecenters

Locations of Telecenters will be available to the registered bidders

SCHEDULE D

USF Project Implementation and Payment Schedule

1. The USF funding shall consist of a total payment of Pakistan rupees [*insert total amount of USF funding*] calculated on the basis of Telecenter as per details mentioned in RFA, payable by USFCo to the USF Service Provider in specific installments in accordance with this Schedule D. All USF payments shall be payable in Pak Rupees (PKR).

2. Subject to the provisions of Schedule K of the Agreement and this Schedule D, the USF Funding shall be payable in accordance with following schedule of payments. The payments shall include an initial mobilization payment and the Project Implementation Milestones and amounts identified in Table 1 for CAPEX and Table 2 for OPEX.

Table 1: CAPEX Payments

Project Mobilization Payment		Installment Payable	Total Amount Paid
Payable within fifteen (15) Business Days of Effective Date. The mobilization advance shall be adjusted, proportionately, against each of the following milestone payments.		20%	PKR [xxx]
Milestone Number	Project Implementation Milestone	Installment Payable (percentage of USF Funding)	Total Amount to be Paid
1	Purchase of Land & Completion of Building Foundations of the complete lot	20%	PKR [xxx]
2	Completion of Buildings of the complete lot	40%	PKR [xxx]
3	Deployment of Optic Fiber cable for the complete lot	15%	PKR [xxx]
4	Deployment of Renewable Power Solution, delivery of equipment & Commissioning of Telecenters of the complete lot	25%	PKR [xxx]

Table 2: OPEX Payments

S.No	Quarterly OPEX Payment	Details
1	Installment 1	OPEX payment for the Telecenter's operation will be provided to the Telecenter's service provider on quarterly basis for the five years of Telecenter's operation, in twenty installments. The OPEX will start after the acceptance of the fourth
2	Installment 2	
3	Installment 3	
4	Installment 4	

5	Installment 5	milestone of CAPEX payment i.e. “Deployment of Renewable Power Solution, delivery of equipment & Commissioning of Telecenters of the complete lot” . The OPEX installment for a specific quarter will be due after verification of quarterly reports submitted by the Telecenter Service provider in accordance Article 7.01 of the BOT Agreement.
-		
-		
-		
-		
-		
-		
-		
18	Installment 18	
19	Installment 19	
20	Installment 20	

3. Payment for the first milestone shall not be due unless title to the land (including the leasehold interest in the land if the land for the Telecenter is acquired on leasehold basis pursuant to Schedule B-3 of the BOT Agreement) has been transferred in the name of USFCo and the Service Provider submits to USFCo written confirmation of the seller(s) that they have received full payment and have no claims against USFCo.
4. Timing of completion of each of the Project Implementation Milestones set out in the table above shall be at the discretion of the USF Service Provider and the implementation should be completed within eighteen months from the signing of the contract. However, the USF Service Provider must achieve first two (02) Project Implementation Milestones within **twelve (12)** months after the contract signing.
5. USF Service Provider can only claim payments for a particular milestone upon issuance of milestone completion certificate by USF upon the fulfillment of relevant KPIs. The completion of the milestone will be certified by the Technical Auditor (TA) appointed by USF for the project.
6. Once the KPIs for the milestone have been successfully completed, the Service Provider will claim the milestone in writing to USF Co and TA. The TA will verify the claim of the Service Provider regarding the completion of these KPIs and USF will issue a certificate of completion/rejection for that specific stage.
7. The USF Service Provider shall provide USFCo with a notice in writing (a “Project Implementation Milestone Notice”) upon completion of each Project Implementation Milestone along with all the pre-requisite data/certificates.
8. the Technical Auditor shall either:
 - (a) certify in writing (a “Project Implementation Milestone Certification”) to USF that the Project Implementation Milestone has been completed; or
 - (b) indicate in writing to USF that the Project Implementation Milestone has not been completed, providing reasons for this conclusion.

9. Where the USF Service Provider disputes any notice from USF that a Project Implementation Milestone has not been completed, the dispute will be resolved in accordance with Schedule M of the BOT Agreement.
10. Each installment of the USF Funding will be paid to the USF Service Provider within 30 Business Days of USFCo issuing a Project Implementation Milestone Certification, certifying that the USF Service Provider has completed the relevant Project Implementation Milestone.
11. The USF Funding shall be paid by a form of bank instrument selected by USFCo at its sole discretion, but all payments by USFCo to the USF Service Provider shall comply with all applicable laws, rules and regulations.
12. The USF Service Provider shall send USFCo a written confirmation of receipt of all USF Funding.

SCHEDULE E

Material Events of Default

1. Breach by USF Service Provider

Each of the following shall be deemed to be a material breach by the USF Service Provider for which USFCo will be entitled to terminate this Agreement in accordance with Article Ten of BOT Agreement:

- (i) Failure by USF Service Provider to meet the Final Implementation Date(s) identified in paragraph 3 of Schedule D.
- (ii) The accumulation of liquidated damages under clause 4.01 (a) (iii) equal to ten percent (10%) of the USF Funding amount payable for the affected Project Implementation Milestone(s).
- (iii) Repeated failure to meet the USF Broadband Service Availability and Quality Specifications set out in Schedules A, the cumulative effect of which significantly affects public use or enjoyment of the USF Telecenter Services.
- (iv) The occurrence of a change in ownership or Control of the USF Telecenters that is contrary to Article Three.
- (v) Failure by the USF Service Provider to maintain its incorporation in and under the Companies Ordinance or to comply with eligibility requirements for Pakistani companies that are established under applicable Pakistani laws.
- (vi) Any misconduct of the USF Service Provider, or any other Person on the USF Service Provider's behalf, described in section 52 of the RFA.
- (vii) Failure of the USF Service Provider to adequately address any matters identified by an applicable regulatory authority falling within the scope of the Telecenter's Services, to such regulatory authority's reasonable satisfaction.
- (viii) Use of pirated software by the USF Service Provider in Telecenters.
- (ix) The USF Service Provider commits any other material breach of this Agreement which breach is not capable of being cured.
- (x) Failure of the USF Service Provider to execute the equipment lien pursuant to Section 6.02 of the BOT Agreement and to obtain and provide to USFCo the unconditional no objection certificates of its secured creditors for the purpose.

(xi) Failure of the USF Service Provider to acquire and transfer, at its own cost, the Telecenter land to and in the name of USFCo and to obtain written confirmation from the seller(s) of the Telecenter land, before the first milestone payment otherwise becomes due under the BOT Agreement, that they have received full payment for the land and have no claims against USFCo.

(xii) Any dispute or challenge by any person or authority to USFCo's sole and exclusive title in and to the Telecenter land (including, without limitation, by way of any claim of pre-emption, easement or right-of-way in, over or with respect to the Telecenter land) or to USFCo's ability to lawfully use the land for the purpose of a Telecenter.

(xiii) The assertion of any mortgage or encumbrance (of whatever nature and description) over the Telecenter land by any person or authority.

(xiv) The failure to obtain and maintain all permits, consents and approvals, and to timely pay any fee or to make any payment, enabling the conversion (if applicable) and use of the land so that it can lawfully be used for the intended purpose of a Telecenter;

(xv) The failure to timely pay any property tax or other tax, duty and imposition (of whatever nature and howsoever described) levied on or with reference to the Telecenter or the Telecenter land.

(xvi) The failure to timely apply for, and maintain, utility connections at the Telecenter in the name of USFCo.

(xvii) If the land for the Telecenter is acquired on leasehold basis pursuant to Schedule B-3 of the BOT Agreement, the failure to timely pay lease rental and other payments required to be borne and made by the lessee under the lease for the Telecenter land.

2. Breach by USFCo

It shall be deemed to be a material breach by USFCo for which the USF Service Provider will be entitled to terminate this Agreement in accordance with Article Ten, where:

(i) The Technical Auditor fails to take any action in response to a Project Implementation Milestone Notice (reference: paragraphs 5 and 6 of Schedule D); or

(ii) USFCo fails to pay undisputed payments of the USF Funding due to the USF Service Provider exceeding PKR 10,000,000./-, after a lapse of 45 Business Days after the due date.

SCHEDULE F#

Irrevocable Bank Guarantee

Issuing Bank: _____
(insert name and address of issuing bank)

Date of Issue: _____

Bank Guarantee No: _____

Maximum Amount of Bank Guarantee _____ (40% of funding amount)
(insert amount, in PKR, in numbers and words)

Applicant: _____
(insert full legal name and address of the USF Service Provider)

Beneficiary:
Universal Service Fund
5th Floor, Habib Bank Tower
Jinnah Avenue
Islamabad

On behalf of our client (the "Applicant") we hereby issue in your favor this Irrevocable Bank Guarantee (the "IBG") for the maximum amount identified above and in consideration of, and as security for the performance of, the Telecenter Build Operate Transfer Agreement ("BOT Agreement") entered into (or to be entered into) between the Beneficiary and the Applicant.

The IBG is unconditional, and will be paid, forthwith upon your first written demand and without recourse to any person and without your having to substantiate your demand, against presentation of the following documents:

- 1) The Beneficiary's demand on the Bank in the form attached hereto as Appendix "A", signed by the CEO or Company Secretary of the Beneficiary, indicating the amount to be drawn under this IBG, the number of this IBG, the date of issue of this IBG, and the name of our Bank.
- 2) This IBG for endorsement by us of the amount drawn and, on final drawing, for cancellation.

This IBG is irrevocable and shall remain valid for six (6) years and six months, i.e., up to and including the [date] day of [month], [year]

Partial drawings are permitted.

We will honor each drawing made in conformity with the terms of this IBG without enquiring whether you have, as between you and the Applicant, the right to make such drawing and without recognizing any claim of the Applicant.

This IBG shall be governed by and construed in accordance with the laws of Pakistan. We hereby irrevocably and unconditionally accept and submit to the exclusive jurisdiction of the Courts at Islamabad.

The Bank's liability to the Beneficiary under this IBG shall be that of a principal debtor and Beneficiary may, at its option, treat the Bank as primarily liable, as sole, original and independent obligor or principal debtor in the first instance, for the guaranteed amount.

The Bank's obligations as set out herein shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without our assent or otherwise, of any event, including but not limited to the following:

- i) any time given, indulgence or forbearance shown by the Beneficiary under the BOT Agreement or under this IBG;
- ii) the Beneficiary agreeing with the Applicant any variation or departure or amendment of or from the BOT Agreement or if the BOT Agreement should be terminated or cease to exist in whole or in part;
- iii) the failure, omission or delay by the Beneficiary to enforce, ascertain, or exercise any right, power or remedy under or pursuant to the terms of the BOT Agreement or this IBG;
- iv) the bankruptcy, insolvency or other failure or financial disability of the Applicant;
- v) any failure of the Applicant to comply with the requirements of any law, regulation or order;
- vi) the winding up, administration, dissolution, merger or amalgamation or bifurcation with or into other entities, reorganization or any other alteration, change in constitution, status, function, legal structure, control or ownership, constitution or corporate identity (or any act analogous to all or any of the foregoing) of the Applicant;
- vii) any legal limitation or incapacity relating to the Applicant;
- viii) any other act or omission of the Beneficiary or any other circumstances or events which would otherwise discharge, impact or otherwise affect any of our obligations contained in this IBG or any of the rights, powers or remedies conferred upon the Beneficiary by the BOT Agreement.

Our liabilities and obligations under this IBG shall not be impaired by the BOT Agreement being invalid, void or unenforceable or by any breach, frustration or non-fulfillment of the BOT Agreement or by any matter or claim by any person in respect thereof, or in the event that any claim by the Beneficiary against the Applicant is disputed or contested or referred for settlement to mediation and/or to arbitration and/or to litigation in any court or tribunal or other forum.

No set-off, counter claim, reduction, or diminution of any obligation that the Bank has or may have against the Beneficiary shall be available to the Bank against the Beneficiary in connection with any of the Bank's obligations under this IBG. The Bank shall make all payments under this IBG in full, without set-off or counterclaim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to the Beneficiary, provided that if the Bank is required to make any deduction or withholding from such payments under applicable law, it shall pay to the Beneficiary such additional amount necessary to ensure that the Beneficiary receives an amount equal to the amount which it would have received had no such deduction or withholding been made.

No payment to the Beneficiary under this IBG pursuant to any judgment or order of any court or otherwise shall operate to discharge the Bank's obligations in respect of which it was made unless and until payment in full shall have been received by the Beneficiary.

No delay or failure to exercise any right or remedy under this IBG by the Beneficiary shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by the Beneficiary shall be valid unless made in writing.

The rights and remedies of the Beneficiary under this IBG are cumulative and not exclusive of any right or remedy available to it under any contract, law, statute, regulation, rule, order, notification or policy.

This IBG shall be binding upon and inure to the benefit of the Beneficiary and the Bank and to their respective successors and assigns, provided that the Bank shall not assign or transfer all or any of its rights, benefits and obligations under this IBG except with the prior written consent of the Beneficiary. The Beneficiary may at any time assign all or any part of its rights and benefits hereunder and in such event the assignee shall have the same rights against the Bank as it would have had if it had been a party hereto as the Beneficiary.

The Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this IBG, which obligations are valid and legally binding on and enforceable against the Bank under the laws of Pakistan. Further, that the signatory(ies) to this IBG are the Bank's duly authorized officers.

The BANK binds itself, its successors and assigns by these presents sealed with the common seal of the BANK through its duly authorized representatives in accordance with the Bank's

articles of association and having obtained all necessary approvals in that regard, this [insert day] day of [insert month], 20[yy]

Signature and Seal of Issuing Bank

Authorized Signing Officer(s)

Witnesses:

1.

2.

SCHEDULE F/1

Irrevocable Bank Guarantee

Issuing Bank: _____
(insert name and address of issuing bank)

Date of Issue: _____
Bank Guarantee No: _____

Maximum Amount of Bank Guarantee _____ (40% of funding amount)
(insert amount, in PKR, in numbers and words)

Applicant: _____
(insert full legal name and address of the USF Service Provider)

Beneficiary:
Universal Service Fund
5th Floor, Habib Bank Tower
Jinnah Avenue
Islamabad

On behalf of our client (the "Applicant") we hereby issue in your favor this Irrevocable Bank Guarantee (the "IBG") for the maximum amount identified above.

The IBG is available with the Bank, and will be paid, against presentation of the following documents:

- 1) The Beneficiary's demand on the Bank in the form attached hereto as Appendix "A", signed by the CEO of the Beneficiary, indicating the amount to be drawn under this IBG, the number of this IBG, the date of issue of this IBG, and the name of our Bank.
- 2) This IBG for endorsement by us of the amount drawn and, on final drawing, for cancellation.

This IBG is irrevocable and shall remain valid for six (6) year 6 months up to and including the [date] day of [month], [year]

Partial drawings are permitted.

We will honor each drawing made in conformity with the terms of this IBG without enquiring whether you have, as between you and the Applicant, the right to make such drawing and without recognizing any claim of the Applicant.

This IBG shall be governed by and construed in accordance with the laws of Pakistan. We hereby irrevocably and unconditionally accept exclusive jurisdiction of the Courts at Islamabad.

Issuing Bank

Authorized Signing Officer

Appendix "A"

To Irrevocable Bank Guarantee No. _____

Issued by _____ Bank

Drawn Under IBG No.: *(insert IBG number and date)*

To: *(insert name and address of Issuing Bank)*

The undersigned hereby demands that (Name of Issuing Bank) pay to the order of the undersigned the sum of Pakistan rupees _____ under the IBG described above.

Dated: *(insert date)*

Universal Service Fund

CEO/Company Secretary (specify as applicable)

SCHEDULE G

Letter of Lien

[dd/mm/20[yy]

Universal Service Fund
Fifth Floor, HBL Tower,
Jinnah Avenue, Islamabad

Sub:

LETTER OF LIEN TO THE EXTENT OF [¹]

Dear Sirs,

In consideration of you, Universal Service Fund, a company set up under the Companies Ordinance 1984 having its principal office at Fifth Floor, HBL Tower, Jinnah Avenue, Islamabad through its Chief Executive Officer, (hereinafter referred to as "USFCo"), providing/agreeing to provide financing to the tune of Rs. to us under USF Services and (Build, Operate, Transfer Agreement) BOT Agreement dated _____, and as per Clause 6.02 of the BOT Agreement and Rule 26(6) of USF Rules 2006, we, Limited, a company incorporated under the Companies Ordinance 1984 and having its registered office at _____ (hereinafter referred to as the "USF Service Provider"), do hereby create Lien on the assets specified in Annex-I hereto (the "Property under Lien") in your favor for the purpose of securing the infrastructure, equipment and other items purchased from USF funding for the LOT () for a period of six years from the Effective Date of BOT Agreement or repayment of the funding Amount up to an amount of Rs. [²] (Rupees _____ Only) and other moneys payable under the BOT Agreement.

We further, irrevocably and unconditionally, undertake, agree, covenant and confirm as follows:

ARTICLE ONE - LIEN

1.01 Property under Lien

We hereby create lien in favor of USFCo all our moveable and immovable properties mentioned in Annex I to this Letter and our assets as may hereafter be acquired by us for Establishment of the Telecenters under the BOT Agreement, together with the benefits of all rights relating thereto (all such properties and assets herein to be collectively called the

¹ Insert value of USF Telecenter equipment

² Insert value of USF Network Telecenter equipment

“Property under Lien”) as security for the establishment of Telecenters in accordance with the BOT Agreement, or repayment by us of the USF Funding and other moneys payable under the BOT Agreement.

1.02 No further lien

The Property under Lien shall be kept and held always distinguishable and as USFCo’s exclusive property specially appropriated to the security and we shall not create any mortgage, charges, lien or encumbrance affecting the same or part with the Property under Lien except with the prior permission in writing of USFCo.

1.03 Right to inspect

We hereby permit USFCo, its agents, nominees and employees from time to time after giving reasonable notice to enter upon, during normal working hours, any premises wherein the Property under Lien or any part thereof may for the time being be and to view/inspect and value the same and take inventories thereof and shall render to USFCo, its agents, nominees and employees all facilities and reasonable assistance as may be required for any of the purposes aforesaid.

1.04 Free from distress

We shall punctually pay all rents, rates, taxes and other outgoing expenditures for the premises wherein the Property under Lien shall be stored and keep the same free from distress.

1.05 Insurance

During the validity of the BOT Agreement, we shall keep the Property under Lien insured in accordance with Schedule I of the BOT Agreement.

1.06 No charge

(a) We undertake that during the term of the BOT Agreement the listed machinery and equipment (as further defined in the BOT Agreement) shall not be removed, disposed of or impaired in any manner whatsoever, except for repair, maintenance or replacement in the ordinary course of business.

(b) We also undertake that this Lien also extends to all equipment deployed at USF Telecenters till these remain in our possession and have not been handed over or transferred to the USFCo.

1.07 Information

The USF Service Provider shall make and furnish to USFCo all statements and reports of the cost and market value of the Property under Lien and a full description thereof and produce such evidence in support thereof as USFCo may from time to time reasonably require.

ARTICLE TWO - REPRESENTATION AND INDEMNIFICATION#

2.01 Right to enter

In the event of, we committing a breach of any of the terms and conditions of this letter or of the BOT Agreement, USFCo and its officers and agents shall be entitled without notice to us and at our risk and expense and if so required as attorneys for and in our name to enter and remain at any place where the Property under Lien shall be and to take possession or recover and receive the same and/or appoint any officer or officers of USFCo as receiver or receivers of the Property under Lien, confiscate the same, and/or sell by public auction or private contract or otherwise dispose off or deal with all or any part of the Property under Lien and to enforce, release, settle, compromise and deal with any of aforesaid without being bound to exercise any of these powers or being liable for any loss in the exercise thereof, except where such loss is caused by the negligence or misconduct of USFCo or its officers, agents or receivers and without prejudice of USFCo's other rights and remedies including the right of legal action against us and to apply the net proceeds of such sale in or towards the repayment of the USF Funding and any other moneys that have become due under the BOT Agreement and have not been paid by us and we hereby agree to accept USFCo's account of sales and realization, except in case of any error or omission, and to pay any shortfall or deficiency therein shown. Provided, however, that the powers hereunder shall always be exercised to the extent of the Property under Lien.

2.02 Clear Title

We hereby declares that all the Property under Lien is our absolute property, at our sole disposal and free from any prior charges or encumbrance and that we have not done or knowingly suffered or been party or privy to anything whereby we are in any way prevented from creating lien over Property under Lien in the manner aforesaid and that we have obtained and provided to you the unconditional no objection certificates of our secured creditors so as to enable USFCo to register the equipment lien with the relevant Company Registration Office of the Securities and Exchange Commission of Pakistan. We have further provided to you our Board Resolution approving this Lien and the execution and delivery of this letter by our authorized representative(s) and we declare that such representative(s) have been duly authorized, in terms of our Articles of Association and through our aforesaid Board Resolution, to affix our common seal unto this letter. We shall do and execute at our cost all such acts and things for further and more particularly ensuring that the rights and remedies regarding the Property under Lien or any part thereof, under this letter, remain fully enforceable for the benefit of USFCo, as may be required by USFCo, and for giving better effect to this letter, we authorize and irrevocably appoint USFCo and/or its officers as attorney or attorneys for and in our name to act on our behalf and to execute or do any acts or things which we ought to execute or do under this letter and generally to use our name in the exercise of the powers hereby conferred.

2.03 Indemnification

a) We hereby agree and undertake to comply with all provisions of the various laws, orders, regulations, rules and notifications, already promulgated or that may be promulgated hereafter by the Government or any other authority.

b) Nothing herein contained shall prejudice any of USFCo's rights or remedies in respect of any present or future security, guarantee, obligation or decree for our any indebtedness or liability.

c) We shall indemnify and keep USFCo safe, harmless and indemnified against all losses, damages, detriments, harms, claims, liabilities, demands, actions, proceedings, costs, charges and expenses that may reasonably be sustained by or be made against or incurred by USFCo or to which USFCo may become a party hereunder, provided the same have arisen solely and directly from and default or breach of our obligations under the BOT Agreement and this Letter.

2.04 Continued security

The security hereunder shall operate as continuing security for all our liabilities notwithstanding any partial performance that may be made from time to time and continue till we shall discharge our obligations under this letter and the BOT Agreement in accordance with their respective terms, whereupon this security shall stand discharged.

ARTICLE THREE - GENERAL

3.01 Remedies

Nothing herein contained shall extinguish, derogate from, curtail, prejudice, impair or otherwise affect all or any of USFCo's rights and remedies under the said BOT Agreement or that may otherwise be available to USFCo under any law in respect of the USF Funding or the BOT Agreement or USFCo's title in and to the immovable properties in respect of which this lien is granted.

3.02 No Waiver

If USFCo does not enforce any of its rights hereunder in the event of breach or noncompliance by us with the terms and conditions herein contained, the inaction or omission of USFCo to take action shall not be treated as waiver or abandonment of any such rights.

3.03 Applicable Law and Territorial Jurisdiction

This Letter shall be governed by and construed in accordance with the laws of Pakistan and the Courts at Islamabad shall have exclusive jurisdiction in all matters under this letter.

USF SERVICE PROVIDER

Per:

[insert name and title]

SIGNED, SEALED AND DELIVERED
(in the presence of)

Witness (1):

[Full name, NIC & Signature]

Witness (2):

[Full name, NIC & Signature]

ANNEX "I" of Schedule G

(As per list attached and updated from time to time)

USF SERVICE PROVIDER

Per:

[insert name and title]

SIGNED, SEALED AND DELIVERED
(in the presence of)

Witness (1):

[Full name, NIC & Signature]

Witness (2):

[Full name, NIC & Signature]

Schedule H#

Definitions

1. Definitions

In the BOT Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Act**” means the Pakistan Telecommunication Act (Re-Organization) Act, 1996 (XVII of 1996) as may be amended, from time to time, and any successor legislation;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in Pakistan;

“**Companies Ordinance**” means the Companies Ordinance, 1984 as may be amended, from time to time, or any successor legislation;

“**Constating Instruments**” includes any certificate of incorporation, certificate of continuance, memorandum and articles of association, by-laws, rules, regulations, circulars, notifications or other instruments by which a body corporate is incorporated or continued under the Companies Ordinance or that governs or regulates the affairs of a body corporate;

“**Control**” of a Person that is not an individual means the ownership of at least 51% (fifty-one percent) of the voting interests in the subject Person; or the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person, whether through the ownership of shares, voting, securities, partnership or other ownership interests, agreement or otherwise;

“**CPE**” means customer premises equipment including modem or router;

“**Effective Date**” means the effective date of the BOT Agreement, as recorded on the first page hereof;

“**Final Implementation Date**” means the date identified in paragraph 3 of Schedule D;

“**Force Majeure Certification**” has the meaning ascribed thereto in Schedule K Section 1(c)(i);

“**Force Majeure Event**” has the meaning ascribed thereto in Schedule K Section 1(h);

“**Force Majeure Notice**” has the meaning ascribed thereto in Schedule K Section 1(a);

“**GoP**” means the Government of Pakistan;

“**Indemnification Notice**” has the meaning ascribed thereto in Section 08.01(b);

“Internet Services” means the services that the USF Telecenter Service Provider is obliged to provide under Section 2.03(a) and Schedule A;

“LAN” means local area network;

“License” means any telecommunications license granted by the PTA to the USF Telecenter Service Provider, prior to the Effective Date, which authorizes it to provide the USF Broadband Services;

“Optional Services” means services that the USF Telecenter Service Provider is authorized but not required to provide pursuant to this Agreement and any License;

“Parties” means USFCo and the USF Telecenter Service Provider, and **“Party”** means any one of them;

“Performance Bond” has the meaning ascribed thereto in Section 6.01 of BOT Agreement;

“Person” means any individual, firm, company, corporation, partnership, joint venture or other consortium, government or governmental entity;

“Project Implementation Milestones” means the milestones for the roll-out of the USF Telecenter project and related schedule for payment of the USF Funding, set out in Schedule D;

“Project Implementation Milestone Certification” has the meaning ascribed thereto in Schedule D;

“Project Implementation Milestone Notice” has the meaning ascribed thereto in Schedule D;

“Proposal” means the proposal submitted by the USF Telecenter Service Provider, in response to the RFA;

“PTA” means the Pakistan Telecommunication Authority, a statutory body corporate established under section 3 of the Act, and its predecessors and successors;

“Relationship Executive Committee” has the meaning ascribed thereto in Schedule M Section 1(d)(i);

“Relationship Liaison Committee” has the meaning ascribed thereto in Schedule M Section 1(c)(i);

“Relationship Manager” has the meaning ascribed thereto in Schedule M Section 1(b)(i);

“RFA” means the Request for Applications document issued by USFCo on [dd] [mm], 20[yy], including all annexes thereto, as amended or modified by USFCo;

“Report” means a Report required in accordance with Section 7.01 of BOT Agreement;

“Technical Amendment” has the meaning ascribed thereto in Schedule K Section 2(a);

“Technical Auditor” means the person appointed in accordance with Schedule J Section 1(a);

“Term” means the term of the Agreement identified in Section 10.01 of BOT Agreement;

“Telecenter” will be a Community E-Resource Center that will provide public with easy access to USF Broadband Services, and services offered by NADRA. Each Telecenter will be connected to internet through a 10 Mbps broadband, powered through commercial power and supported with renewable energy (Solar) , equipped with 20 computers, digital queue counter, multi-media and other essential network elements (printer/ scanner/ copier) in accordance with Schedule A &B of the BOT Agreement;

“USF Broadband Services” has the meaning ascribed thereto in Schedule A;

“USF Telecenter Services” means the ICTs services offered at Telecenters, in addition to the USF Broadband Services.

“USFCo” means the Universal Service Fund, a company setup under Section 42 of the Companies Ordinance 1984, established by the Government of Pakistan, and its successors;

“USF Contributor” means any Person, whose License includes USF Contribution requirements and is compliant with those requirements;

“USF Funding” means the funding to be paid by USFCo to the USF Telecenter Service Provider on the USF Telecenter Service Provider achieving the Project Implementation Milestones;

“USF Network” means the licensed telecommunication system consisting of the telecommunications network facilities to be deployed by the USF Telecenter Service Provider to provide USF Telecenter Services pursuant to the BOT Agreement;

“USF Rules” means the Universal Service Fund Rules, 2006 (as amended);

“USF Services and Financing Agreement” or **“Agreement”** or **“BOT Agreement”** means the main agreement, all its Schedules and all amendments made hereto by written agreement between the parties;

“USF Telecenter Equipment” means the equipment to be provided by USF Telecenter Service Provider in accordance with BOT Agreement and mentioned in Schedule B; and

“USF Telecenter Service Provider” or **“USF Service Provider”** means the Party, other than USFCo, identified on the first page of this Agreement (referred to as the “Contractor” in the USF Rules).

Schedule I

Insurance

1. Insurance

The Telecenter Service Provider shall maintain or cause to be maintained on behalf of itself and all subcontractors to whom the Telecenter Service Provider has subcontracted (in relation to the establishment and/or operation of the Telecenter) at all times during the Term of this BOT Agreement, in a form and with insurers acceptable to USFCo, the following types of insurance:

(a) **Commercial General Liability Insurance** – Commercial general liability insurance covering liability imposed by law or assumed under contract arising from bodily injury, death or property damage including loss of use, with minimum combined limits of not less than PKR 10,000,000/- [Rupees Ten Million only] per occurrence. Such policy or policies shall be on an occurrence basis and shall provide coverage for full legal defense costs, premises and operational liability, and blanket broad form contractual liability and property damage coverage (including malicious property damage). The policy or policies shall name USFCo as additional insured.

(b) **Property Insurance** – Property insurance covering property and assets used to establish and operate Telecenters on a blanket form basis for all risks of physical loss or damage, with minimum limits equal to the full replacement cost value of the property. The basis of loss settlement shall be replacement cost with like kind and quality.

2. General

(a) All insurance provided for in Section 1 shall be affected with valid and enforceable policies issued by insurance companies that are licensed to do business in Pakistan.

(b) All policies shall be endorsed to contain an agreement by the insurer that the coverage will not be cancelled or changed to the detriment of USFCo, without at least 30 days' prior written notice to USFCo.

(c) Within 30 days of the Effective Date, the Telecenter's Service Provider shall have the insurance specified herein in full force and effect and shall provide USFCo with certificates of insurance as evidence of such insurance in such form and scope acceptable to USFCo. Such proof of insurance shall be updated to maintain its accuracy, within 14 days of any change in coverage. The Telecenter's Service Provider shall notify USFCo promptly and in writing in the event of any termination, expiry, lapse or change in insurance coverage.

(d) The insurance requirements herein do not limit or modify any liability that would otherwise exist or create any liability that would otherwise not exist under this Agreement in the absence of such insurance requirements.

3 Changes in the Insurance Industry

The Parties agree that should any change in the insurance industry materially impact the Telecenter's Service Provider's ability to obtain the insurance and insurance coverage levels set forth in this Schedule I, the Parties will assess such impact and, if deemed necessary by the Parties, negotiate in good faith any amendments to this Schedule I to account for such insurance industry changes, provided however, that nothing herein shall require USFCo to approve of any such amendment.

Schedule J

Technical Auditor

1. Appointment of Technical Auditor

(a) USFCo shall appoint a “Technical Auditor” under this Agreement.

(b) The Technical Auditor may be an external consultant who shall be a person/firm/company of demonstrated telecommunications engineering expertise with special focus on OFC/Broadband technologies, renewable/solar energy solutions; additionally they should have experience of monitoring construction projects.

(c) Where the Technical Auditor is an external consultant, USFCo shall enter into an agreement (the “Technical Auditor Agreement”) with the Technical Auditor. The Technical Auditor Agreement shall:

(i) define the role of the Technical Auditor in accordance with this Agreement;

(ii) prescribe the methodology, tests and reporting structure to be used by the Technical Auditor in performing his or her role;

(iii) set out the fees to be payable, and expenses to be reimbursable, to the Technical Auditor; and

(iv) contain any other provisions that USFCo determines necessary to give effect to the appointment and for the performance of the functions of the Technical Auditor identified in this Agreement. Once executed, USFCo shall make a copy of the Technical Auditor Agreement available to the Telecenter’s Service Provider.

(d) USFCo shall be solely responsible for any fees to be payable, and expenses to be reimbursable, to the Technical Auditor.

(e) If the Technical Auditor resigns or otherwise ceases to perform the intended functions before the end of this Agreement, or if USFCo decides to replace the Technical Auditor at any time, USFCo shall appoint a replacement Technical Auditor who, for all purposes of this Agreement, shall from and after such appointment perform the functions of the Technical Auditor.

2. Role of Technical Auditor

The Technical Auditor shall perform the following functions, in accordance with this Agreement and the Technical Auditor Agreement:

(a) making a determination as to whether or not any of the USF Network Project Implementation Milestones identified in Schedule D have been met, which may include, but is not limited to, one or more of the following:

(i) making a determination as to whether or not the project implementation meets the specifications and requirements identified in Schedules A and B;

(ii) issuing a Project Implementation Milestone Certification to the Parties to indicate that a Project Implementation Milestone has been completed in accordance with Schedule D; and

(iii) issuing an indication in writing to the Parties that a Project Implementation Milestone has not been completed in accordance with Schedule D; and

(b) The technical auditor will provide certification at the following stages, by conducting onsite visits,

Visit No.	Stage	Milestone
1	Transfer of Land Title in favor of USFCo	MS 1
2	Foundation / DPC	MS 1
3	Roof pouring	MS 2
4	Completion of Grey Structure	MS 2
5	Electrical wiring / Plumbing	MS 2
6	Interior (windows / paint)	MS 2
7	Building completion and handover	MS 2
8	Optic Fiber Deployment	MS 3
9	Furniture & fixtures	MS 4
10	Solar Power Implementation	MS 4
11	System Integration & Readiness	MS 4
12	Final Site Handover	MS 4

The number and frequency of visits are at the sole discretion of USFCo.

(c) making a determination as to whether or not a Force Majeure Event exists in accordance with Schedule K, which may include, but is not limited to, one or more of the following:

(i) issuing a Force Majeure Certification in accordance with Schedule K;

(ii) issuing an indication in writing to the Parties that a Force Majeure Event has not occurred in accordance with Schedule K; and

(iii) proposing a Technical Amendment made in accordance with Schedule K.

3. Cooperation with Technical Auditor

The Telecenter Service Provider shall co-operate with the Technical Auditor, in performing his functions pursuant to this Agreement and the Technical Auditor Agreement, including by:

(a) providing access to all USF funded facilities and systems, including for equipment testing purposes; and

(b) providing any information regarding the USF Network or the USF Broadband Services requested by the Technical Auditor, and related access to technical personnel of the Telecenter Service Provider.

Schedule K

Force Majeure

1. Force Majeure

(a) If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by reason of a Force Majeure Event and such non-performance, hindrance or delay could not have been prevented by reasonable foresight or precautions, and cannot reasonably be circumvented through the use of alternate sources, work-around plans or other means, then the non-performing, hindered or delayed Party may give written notice (a "Force Majeure Notice") to the other Party.

(b) A Force Majeure Notice shall contain reasonable particulars of the Force Majeure Event in question and the effect of such Force Majeure Event as it relates to the obligations of the non-performing, hindered or delayed Party hereunder.

(c) Within 10 Business Days of receipt of the Force Majeure Notice, the other Party shall either:

(i) certify in writing (a "Force Majeure Certification") to the non-performing, hindered or delayed Party that a Force Majeure Event has occurred; or

(ii) indicate in writing to the non-performing, hindered or delayed Party that a Force Majeure Event has not occurred, providing reasons for this conclusion.

(d) Where the other Party has issued a Force Majeure Certification in response to a Force Majeure Notice in accordance with Section 1(c), the Parties may agree to amend the BOT Agreement in such a way that adapts to the circumstances of the Force Majeure Event while providing similar value for money as the original Agreement and achieving the same objective.

(e) Where the other Party has not issued a Force Majeure Certification in response to a Force Majeure Notice in accordance with Section 1(c), the non-performing, hindered or delayed Party may give a copy of the Force Majeure Notice to the Technical Auditor, appointed under Schedule J, provided that it notifies the other Party in writing that it has elected to do so.

(f) Within 10 Business Days of receipt of the Force Majeure Notice, the Technical Auditor will either:

(i) issue a Force Majeure Certification indicating to the Parties that a Force Majeure Event has occurred and whether a Technical Amendment to the BOT Agreement is required in accordance with Section 2; or

(ii) indicate in writing to the Parties that a Force Majeure Event has not occurred, providing reasons for this conclusion.

(g) Where a Force Majeure Certification has been issued in response to the Force Majeure Notice of either Party, such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event will not constitute a default hereunder by that Party for as long as such Force Majeure Event continues and such Party continues to use its reasonable commercial efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

(h) For the purpose of this Agreement, "Force Majeure Event" means any of the following events beyond the control of the Parties:

(i) With respect to the obligations of both parties:

(I) lightning, storms, earthquakes, landslides, floods, tsunami, washouts and other Acts of God;

(II) strikes, lockouts or other industrial disturbances of the party;

(III) civil disturbances, sabotage, war, blockades, insurrections, terrorist actions, vandalism, riots, epidemics;

(IV) any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority;

(V) any other material event that could reasonably be considered to be force majeure by reason that it is beyond the control of the Party affected; and

(ii) With respect to the obligations of the USF Telecenter Service Provider alone, substantial or material fires, explosions, breakage of or other accidents to plant, machinery, equipment or other facilities of the Telecenter Service Provider; but does not include the inability of either Party to obtain funding or any other financial inability on the part of either Party.

2. Technical Amendments

(a) Where the Technical Auditor issues a Force Majeure Certification to the Parties in accordance with Section 1, indicating that a Force Majeure Event has prevented the establishment and operation of Telecenters as described in Schedule C or in accordance with the implementation and payment schedule described in Schedule D, the Technical Auditor may prepare proposed amendments to one or more of Schedules C, D and G, and submit the proposed amendments (a "Technical Amendment") in writing to the Parties.

(b) If the Technical Auditor submits a Technical Amendment in accordance with Section 2(a), then one or more of the Schedules to this Agreement may also be the subject of amendments to be proposed by the Technical Auditor, to the extent that, in the professional opinion of the Technical Auditor, such further amendments are required by the Technical Amendment.

(c) Notwithstanding any other provisions of this Schedule, any Technical Amendment must be prepared by the Technical Auditor in accordance with the following:

(i) the Technical Auditor shall consult with USFCo and the Telecenter Service Provider prior to submitting the Technical Amendment;

(ii) the Technical Amendment shall, in the professional opinion of the Technical Auditor, provide similar value for money as the original Schedule C and other Schedules to this Agreement, and achieve substantially the same universal service objectives; and

(iii) the Technical Amendment shall not increase the costs of implementing the Telecenter Project.

(d) Any dispute regarding a Technical Amendment submitted by the Technical Auditor shall be handled in accordance with Schedule M.

3. No Payment for Unperformed Services

(a) If the Telecenter Service Provider fails to establish Telecenters or operate it in accordance with the BOT Agreement due to a Force Majeure Event, any USF funding payments will be adjusted in a manner such that USFCo is not responsible for any payment for a Project Implementation Milestone that the Telecenter Service Provider fails to meet.

(b) Where a Project Implementation Milestone is only partially completed due to a Force Majeure Event for which a Force Majeure Certification has been issued, and the Force Majeure Event is likely to continue for a substantial period of time, the payment for such Project Implementation Milestone for the period of the Force Majeure Event will be adjusted on an equitable basis taking into account, among other things, the length of the resulting delay and the progress achieved towards the Project Implementation Milestone.

4. Duration of Force Majeure Event beyond Six Months

Notwithstanding anything to the contrary in this BOT Agreement, if a Force Majeure Event during which the Telecenter Service Provider is unable to complete one or more Project Implementation Milestones in accordance with this Agreement, lasts for more than six months, then:

(a) subject to section 3(b), USFCo will have no obligation whatsoever to pay part of the funding for the uncompleted work or any future work of the Telecenter Service Provider under this Agreement; and

(b) the USF Telecenter Service Provider may be deemed by USFCo to be in material breach of this Agreement in accordance with section 10.03 of BOT Agreement, at USFCo's sole discretion; however, USFCo shall not be entitled to exercise any of the remedies identified in Sections 4.01 and 4.02 of BOT Agreement in connection with the circumstances of the Force Majeure event.

Schedule L

Representatives and Warranties

1. Mutual Representations and Warranties

Each of the USF Telecenter Service Provider and the USFCo represents and warrants to the other that:

- (a) it is duly organized and validly existing under the laws of Pakistan;
- (b) that it has all right and authorization, and has obtained all consents necessary or desirable to execute, deliver and perform this BOT Agreement and (in the case of the USF Telecenter Service Provider) the lien pursuant to Section 6.02 of this BOT Agreement;
- (c) nothing in this Agreement, nor the performance of any obligations thereunder, will conflict with such party's Constatng Instruments, any law or any other person's rights; and
- (d) to the best of its knowledge, there are no pending suits threatened against such party that would affect the USF Broadband Services or the performance of obligations under this BOT Agreement.

2. Representations and Warranties of USF Telecenter Service Provider

The Telecenter Service Provider further represents and warrants to USFCo that:

- (a) unless the Telecenter Service Provider obtains USFCo's prior written approval, all equipment installed by the Telecenter Service Provider in Telecenter Project shall be new when first installed and shall comply with any Pakistani type-approval requirements and internationally recognized standards;
- (b) the Telecenters established shall at all times comply with all applicable Pakistani laws and regulations including, but not limited to, construction, telecommunications, environmental, import and export regulations;
- (c) all equipment installed by the Telecenter Service Provider in its Telecenter Project will be maintained by the Telecenter Service Provider in good working order, ordinary wear and tear excepted;
- (d) the Telecenters established and subsequently operated by the Telecenter Service Provider will meet or exceed the specifications identified in the Proposal;

(e) it has, and will have (either by itself, or in conjunction with its affiliates, or its subcontractors), the skills, qualifications, expertise and experience necessary to construct and operate the Telecenters in accordance with the BOT Agreement;

(f) all representations and warranties made in the Proposal as to facts materially related to the establishment of Telecenters including facts pertaining to the Telecenter Service Provider's corporate structure, organization, operations, general skills and capabilities relevant to the establishment and operation of Telecenters, remain true and correct and will be observed by the Telecenter Service Provider in all material respects;

(g) the Telecenter Service Provider is under no current obligation or restriction, nor will it knowingly assume any such obligation or restriction, that does or would in any way interfere or conflict with the operation of this Agreement; and

(h) USFCo shall have sole and exclusive, unencumbered title in and to the land acquired for the Telecenter and the right to lawfully use the same for the intended purpose of a Telecenter.

Schedule M

Dispute Resolution

1. Dispute Escalation Process

(a) The Parties shall act reasonably in interpreting the BOT Agreement and the Schedules. In the event of a dispute under the BOT Agreement, the Parties will first engage in the dispute escalation processes identified in this Section 1. The Parties also agree to use reasonable good faith efforts to resolve all disputes.

(b) Resolution by Relationship Managers

(i) Each of the Parties will appoint managers (each a "Relationship Manager") within 30 days of the Effective Date. Each Relationship Manager will be familiar with the BOT Agreement and related documentation. If a Party replaces or reassigns its Relationship Manager, that Party will immediately notify the other Party of the change.

(ii) Either Party may refer a dispute to the Relationship Managers by preparing a written notice describing the nature of the dispute and summarizing related information (the "Dispute Notice"). The Relationship Managers will meet within three Business Days of receipt of the Dispute Notice to review the information with the objective of resolving the dispute.

(c) Resolution by Relationship Liaison Committee

(i) A committee (the "Relationship Liaison Committee") will be formed by the Parties and shall consist of an equal number of representatives appointed by each of the Parties.

(ii) If the Relationship Managers are unable to resolve the dispute within ten Business Days of the receipt of the Dispute Notice, either Relationship Manager may refer the matter to the Relationship Liaison Committee by written notice to the other Relationship Managers. Within five Business Days of the Relationship Liaison Committee's receipt of such referral, the Relationship Liaison Committee shall meet with the objective of resolving the dispute. A representative of each of the Parties shall co-chair each meeting. Minutes of each meeting will be taken.

(iii) The Relationship Liaison Committee will have the discretion to form additional committees or subcommittees for any purpose it deems appropriate, with the ultimate objective of resolving the dispute.

(iv) The Relationship Liaison Committee or any additional committees or subcommittees formed by the Relationship Liaison Committee in relation to the dispute will, at either Party's reasonable request, meet as often as reasonably required with the objective of resolving the dispute. Minutes of all meetings will be taken.

(d) Resolution by Relationship Executive Committee

(i) A committee (the "Relationship Executive Committee") will be formed by the Parties and shall include USFCo's Chief Executive Officer and the USF TELECENTER Service Provider's _____. [*title of appropriate executive officer of winning bidder to be inserted*]

(ii) If the Relationship Liaison Committee is unable to resolve the dispute within fifteen Business Days of the receipt of the Dispute Notice, either Party may refer the matter to the Relationship Executive Committee by written notice to the other Party. Within five Business Days of the Relationship Executive Committee's receipt of such referral, USFCo's Chief Executive Officer will meet with the USF TELECENTER Service Provider's _____ with the object of resolving the dispute. Minutes of the meeting shall be taken.

(iii) If the Relationship Executive Committee is unable to resolve the dispute within fifteen Business Days of the receipt of the Dispute Notice, then either Party may:

(I) refer the dispute to the Appeal Committee in accordance with Section 2; or

(II) commence other legal proceedings in accordance with Section 3.

2. Referral to Appeal Committee

Any dispute that has not been resolved by application of the Disputes Escalation Process described in Section 1 may be referred to the Appeal Committee to be constituted pursuant to Rule 31 of the USF Rules.

3. Other Legal Proceedings

Any dispute that has not been resolved by application of the Disputes Escalation Process described in Section 1, or that is not pending before the Appeal Committee pursuant to Section 2, may become the subject of other legal proceedings commenced by either Party in accordance with applicable law, rules and procedures.

4. Dispute Resolution Costs

The Parties shall be responsible for their own dispute resolution costs, unless the appropriate forum orders otherwise.

5. Exemption from Dispute Resolution Processes

Notwithstanding anything to the contrary in this Agreement:

(a) Neither Party will be required to use the dispute escalation process described in Section 1 for disputes requiring injunctive relief or other urgent relief.

(b) The dispute resolution processes described in this Schedule M apply only to disputes arising under the BOT Agreement. They do not apply to disputes arising under any licence, the Act or any other regulatory matters, which shall be dealt with by PTA in accordance with the Act and applicable PTA regulations and procedures.

(c) Nothing in this Schedule M derogates from PTA's rights or powers under the Act. The provisions of Schedule M are subject to the Act and any rules/regulations made there under. For greater certainty, if and to the extent there are conflicts in the interpretation or application of any of the provisions of this Schedule M with the provisions of the Act or related rules/regulations, the Act and rules/regulations shall prevail.