

Service Agreement

This agreement is entered at FESCO Head Office, Canal Road Faisalabad on the <10-10-2022> to be deemed effective from <08-08-2022> ("Effective Date")

By and Between

Telenor Pakistan a company incorporated under the laws of Pakistan having its registered office at 13-K, Moaiz Centre, F-7 Markaz, Islamabad (hereinafter referred to as "Telenor", which expression shall, where the context permits, include its successors-in-interest, administrators, executors, and permitted assigns) of the One Part:

AND

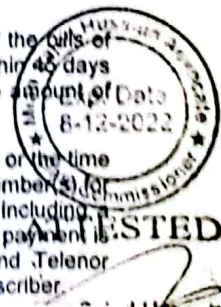
FESCO (Faisalabad Electric Supply Corporation), a company incorporated under the laws of Pakistan with its registered and operational office at West Canal Road, Abdullahpur, Faisalabad (hereinafter referred to as "the Subscriber" which expression shall, where the context permits, include its successors-in-interest, administrators, executors and permitted assigns) of the Other Part.

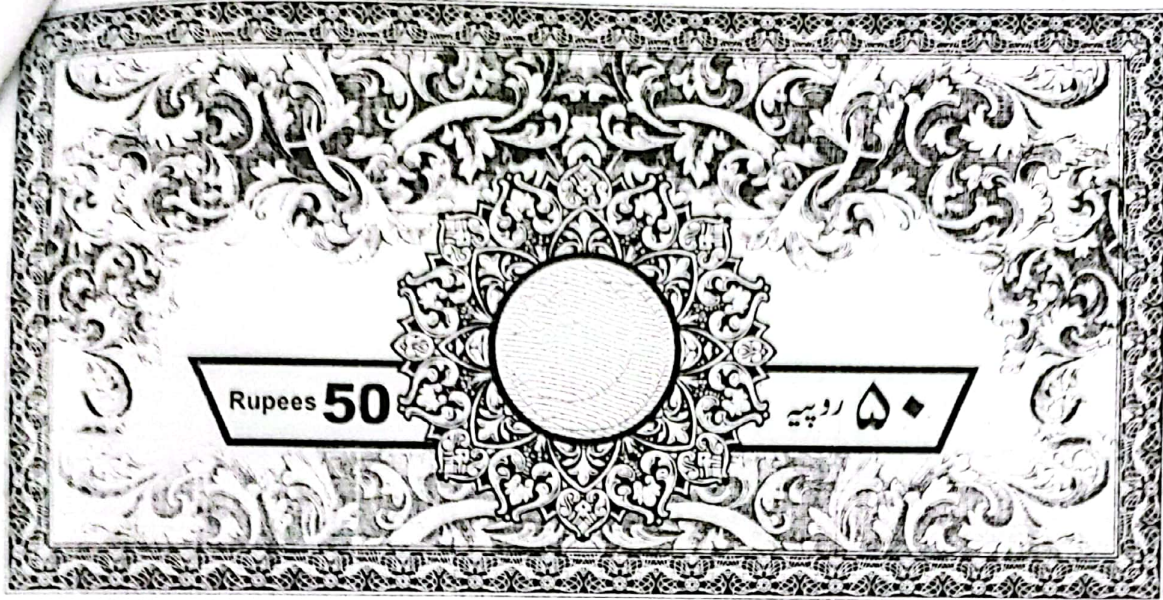
Telenor and the Subscriber are hereinafter referred to individually as the "Party" and collectively as the "Parties".

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereinafter and for other good and valuable consideration the adequacy of which is hereby acknowledged by the parties and the mutual benefits to be derived there from, the Parties hereby agree as follows:

1. The Subscriber agrees to use up to 400 or more Telenor post-paid cellular services for official use of its employees as per the tariff plan confirmed by the Subscriber and mentioned below as Annexure A. The Subscriber ensures payment of monthly bills within the due date. However a grace period of 30 days from the due date will also be given by Telenor in case of late payment without any kind of surcharge/penalty. The bills will be officially paid by Drawing & Disbursing Officer of Subscriber. In case any bill is not paid within the time frame mentioned above, Telenor reserves the right to block that number, if the outstanding bill exceeds the credit limit assigned by the Subscriber for that number/post until full payment is deposited.
2. The Subscriber undertakes complete responsibility of nonpayment of any bill(s) within the time frame mentioned in Clause 1 and agrees to settle all outstanding amounts within 30 days after being informed by Telenor in writing of any nonpayment/outstanding amounts.
3. The Subscriber also undertakes complete responsibility in relation to non-payment of the bills of its officers. The Subscriber would settle all outstanding amounts of such employee within 45 days after being informed by Telenor in writing of any such nonpayment by deducting the amount of unpaid bill from the salary of such employee.
4. The Subscriber undertakes that the bills shall be paid within their respective due dates or the time mentioned in Clause 2 of this Agreement. In the event of non-payment of bill of any number(s) for a period over 60 days, Telenor shall make all reasonable efforts of communication, including written intimation, with the Subscriber for payment of the outstanding amount. In case payment is still not made by the Subscriber, such number(s) shall be considered vacant and Telenor reserves the right to assign the number(s) to other users without any notice to the Subscriber.

GM (Commercial & Finance)
 FESCO Faisalabad





5. The Subscriber agrees to use the connections for at least 02 calendar years from the date of contract being signed and pay for all the service(s) provided on all the active numbers accordingly. The connections cannot be migrated to any other mobile network whatsoever during the contract period. Moreover, the contract may be extended for further three years on annual basis with mutual consent of parties.
6. M/S Telenor will charge special discounted pretax rates for voice SIMs, Data SIMs, Corporate SMS solution & Internet GSM packages and mifi packages discounts details mentioned below in Annexure-A
7. In the event that the Subscriber does not fulfill or breaches its minimum commitments contained in above clauses, the Subscriber acknowledges that Telenor may terminate this agreement upon providing 60 days' notice in writing. Likewise if Telenor fails to fulfill or breaches any of the commitments contained herein, it acknowledges that the Subscriber may terminate this Agreement upon providing 60 days' notice in writing. However, notwithstanding termination the Subscriber if agreed will be responsible for the payment of all outstanding amounts due to Telenor.
8. The Subscriber will provide copies of CNICs of individuals, addresses, letter head requests and required documents for the numbers of their users in case of getting new sims and mifi devices. The Subscriber will also provide the details of the prescribed limits assigned by it to each number/post.
9. The Subscriber will nominate/authorize one focal person for dealing with Telenor for communication of User name or any change therein or allied matters under this Agreement. Likewise Telenor will also nominate one focal person for taking care of the customer service matters of the Subscriber. Subscriber (FESCO) can add, change any clause at any time during the period extension if required.
10. Telenor will undertake to make out all efforts to provide quality service as per agreed standard. In case of failure, the subscriber reserves the right to terminate the contract as per modus operandi specified in para-7. The Subscriber acknowledges that owing to the nature of the business, Telenor's network performance, among other factors, depends upon the behavior of Telenor's other customers and Governmental actions, due to which it may not be able to perform as per desired standards, therefore, Subscriber agrees that any deviation/degradation of service due to this factor shall not be considered as default by Telenor.
11. Telenor must provide the best services regarding voice, Internet (3G, 4G or above), data and corporate SMS solutions etc without any down time. Corporate SMS must be delivered 100% on all networks without any delay as per requirement of Subscriber (with masking).
12. In the FESCO Jurisdiction Districts, Office of Ministry (Water and Power) Islamabad, PEPSO and WAPDA house Lahore, Telenor will provide high strength and stable signals to connect all-2022 networks without any down time. Where the signal quality is poor, Telenor will boost up the signals at his own cost and labour within 15 days otherwise subscriber (FESCO) may take any action like termination/discontinuation of services, blocking of bill payment upto Eighty Percent and other guarantees.

GM (Commercial & Customer Services)
FESCO Faisalabad

DIRECTOR GENERAL (ITF)

Stamp: Mian Saad Hussain Advocate
Date: 20/08/2022
ATTESTED
Mian Saad Hussain

13. Telenor must ensure proper and sufficient system support, coverage and service quality.
14. All WAPDA and PPRA Rules will be admissible along with the terms and conditions mentioned in RFP, work order and in this contract.
15. Performance guarantee of 1.5 million submitted by M/S Telenor will be for two years and can be encased or extended for further period as required by subscriber. WAPDA and PPRA rules regarding Performance Guarantee will be applicable too.
16. All Hand-set subsidies will be provided to FESCO in the shape of handset (required by FESCO) within 60 days after awarding purchase order and within 45 days after every further extension period.
17. Activation of packages for voice, Internet, sms and MiFi will be according to the will of employees. M/S Telenor cannot activate any package at its own.
18. Corporate SMS delivery should be 100% on all networks @ 20-25 SMS/Sec through API/Telenor web portal. Subscribers will pay the charges of 100% delivered SMS to recipients only.
19. M/S Telenor provide MiFi devices (up to 400 Nos.) to subscriber free of cost as when required by FESCO.

Annexure A

PACKAGES AND CALL RATES (VOICE SIMS):

i). Call charges for different packages					
Description	Basic Package Upto Rs. 200	Package-I Rs. 201-600	Package-II Rs. 601-1000	Package-III Rs. 1001-1600	Package-IV Rs.1601-2500
Line Rent (Rs.) / Month	187.5	450	675	1125	1837
Free Minutes (Any network)	525	1400	2100	3500	6100
Free MBS (Internet)	4346	5496	6196	7596	7596
Free SMS at any network	10250	11400	12100	13500	13500
Per minute Call rate after usage of free minutes (onNet)	0.95	0.95	0.95	0.375	0.375
Per minute Call rate after usage of free minutes (offNet)	0.95	0.95	0.95	0.375	0.375
Free mandatory CUG minutes / Month	2000	2000	2000	2000	2000
Mobile Hand-set Subsidy/Year	Amount Rs. 3,750,000				

ii). Internet Packages: (On voice SIM)

Description	Package-I Upto Rs. 300	Package-II Rs. 301-600	Package-III Rs. 601-1000
Line Rent / Month (Rs.)	250	375	500
Free MBs	10240	20480	30720
Rate (Rs.) per MB after usage of free MBs	0.00000000001	0.00000000001	0.00000000001

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DIRECTOR GENERAL (IT)
FESCO Computer Centre

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INTERNET AND SMS RATES FOR FESCO ENTITY
Internet Packages: (On Data SIM)

Description	Package-I Upto Rs. 50	Package-II Rs. 51-100	Package-III Rs. 101-300
Line Rent / Month (Rs.)	50	100	200
Free MBs	1024	2560	18432
Rate (Rs.) per MB after usage of free MBs	0.000000000001	0.000000000001	0.000000000001

iv). Corporate Bulk SMS with following mandatory Services:

Sr.	Description	
1	Rate / Corporate SMS (100 % delivery on all networks) a. With masking (on all network)	Rs.=0.09
2	Web service, API and Implementation support. (Variable / customized SMS to different Consumers.)	Yes
3	Generation of log through control panel.	Yes
4	Instant SMS and schedule broad casting support.	Yes
5	Campaign formation and sending static and customize messages.	Yes

v). MIFI/ WIFI Device and Internet Packages

1.	MIFI/WIFI Devices (upto 400 devices / year are required free of cost as and when required by FESCO. Further Bill of WIFI package will be clubbed with officer's bill using device and connection.				
2.	Monthly charges	Package-I 200	Package-II 489	Package-III 884	Package-IV 1333
3.	Free GBs	16	85	160	275
4.	Rate (Rs.) Per GB after usage of Free GBs	0.000001024	0.000001024	0.000001024	0.000001024

TERMS & CONDITIONS

DEFINITIONS:

"Form" shall mean this document, including the sections on the front page and the terms and conditions contained overleaf whereby the Parties are agreeing to enter into the discount agreement.

RELATIONSHIP STATUS

Nothing contained herein shall be taken to have created relationship between the Parties of being partners, joint ventures, representative, or employers or employees of each other.

CONFIDENTIAL INFORMATION

The terms and conditions of this agreement, communication between the Parties, and planning and strategies developed pursuant to the Products and Services to be provided, including pricing, commercial terms and discount arrangements, and all technical information and data of the Customer or Telenor, as well as information relevant to any other agreement between the Parties, (collectively the "Confidential Information"), are confidential between the Parties. Unless required to do so under compulsions of law such Confidential Information may not be disclosed to any third party.

NO ASSIGNMENT

The rights, benefits, privileges, duties, or obligations of a Party under this agreement are not assignable, without written consent of the other.

[Handwritten Signature]

GM (Commercial & Customer Services)

[Handwritten Signature]

DIRECTOR GENERAL (IT)
FESCO Computer Centre
Faisalabad

INDEMNIFICATION

Telenor shall be entitled to receive compensation in the event of any breach of the terms of this agreement by the Subscriber (if agree) resulting in any loss or damage suffered or incurred by Telenor.

Notwithstanding the foregoing provisions, the Subscriber (if agree) may indemnify and hold Telenor harmless against any claims, damages, losses, expenses or detriments of any nature whatsoever and howsoever arising whether for any act or omission, or third party claims, attributable to the Subscriber.

SEVERABILITY

Part or all of any Clause of this agreement which is unenforceable or held contrary to any law will be severed from this agreement and will not affect the enforceability of the remaining provisions of this agreement

NON-VARIATION

No variation in the contents of this agreement shall be effective unless it has been made in writing bearing signatures of the parties.

DISPUTE RESOLUTION

In case of any dispute, difference or disagreements between the Parties (whether arising during the term of this document or after its expiry or termination) in connection with or arising out of this agreement the Parties shall endeavor to work out a settlement within 30 days from the date of the dispute initially at authorized representative level and subsequently at the Management level. In case the dispute is not settled within the said time, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each side. In case of difference between the two arbitrators the dispute may be referred to an umpire to be appointed by arbitrators before entering upon the reference and the unanimous decision of the two arbitrators or in the case of difference between them the decision of the umpire, shall be final and binding on the Parties. The arbitration shall be in accordance with the provisions of the Arbitration Act 1940 and any amendment or reenactment thereof.

Each Party shall bear their own costs unless stated otherwise in the Award which shall be binding on both parties.

GOVERNING LAW

This Form/Agreement shall be governed by the Laws of Pakistan and the competent courts shall have jurisdiction to adjudicate any matter arising out of the operation of this Agreement, and not amicably settled through prior arbitration.

For and behalf of
Telenor Pakistan Ltd

Name: All Usman

Designation: Regional Business Manager

Name: Mansoor Ahmad

Designation: Regional Business Head
Telenor Pakistan Ltd

Witnesses:

(1)

Name: Waqar Hussain Awan
CNIC No: 33100-0204372-1

For and behalf of
Faisalabad Electric Supply Company

Name: Itrat Hussain

Designation: GM (C&CS) / DG (IT)

GM (Commercial & Customer Services)
FESCO Faisalabad

DIRECTOR GENERAL (IT)
FESCO Computer Centre
Faisalabad

Witnesses:

(2)

Name: Muhammad Inam Shahzad
CNIC No: 33100-4285919-7