



Pakistan Telecommunication Authority

**STANDARD FACILITY
PROVISION AGREEMENT FOR
TIP
AGREEMENT**

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AGREEMENT

This Standard Facility Provision Agreement (the “Agreement”) is made on.....
Day of

BY AND BETWEEN

<Service Provider Name>, incorporated under the Companies Act 2017 and having its registered office at Pakistan. (Hereinafter referred to as the ‘Service Provider’, which expression shall where the context so permits including its successors, administrators and assigns) of the One Part,

AND

....., a company incorporated under the Companies Act 2017 and having its registered office at Pakistan through, Mr. Bearing CNIC No. (Hereinafter referred to as “**individual licensed operator**”, which expression shall wherever the context so permits include its successors, administrators and assigns), of the second Part.

(<Service Provider Name> and the consumer shall hereinafter collectively be referred to as the ‘Parties’)

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the <Service Provider>and individual licensed operator hereby agree as follows:

Whereas, the <Service Provider Name> by virtue of being Telecom Infrastructure Provider (TIP) Licensee, is in the business of providing telecommunication infrastructure services to individual licensed operator.

- 1. Objective:** The objective is to provide infrastructure services at competitive and affordable rates without compromising the quality of service to the individual licensed operator. The <Service Provider Name> will deploy state of the art technology and provide best quality service to the individual licensed operator.
- 2. Scope of Services:** The individual licensed operator is desirous of entering into an agreement with service provider to avail services as per scope of the license, which are as follows (to be mentioned by the Individual Licensed Operator/Service Provider).
- 3. Term and Termination of Agreement:** The Agreement shall commence on the day of Commencement Date ----- and shall continue for an initial period of Months/years, thereafter and may be renewed through mutual consent of Parties upon expiry of the initial period.
- 4. Availability of Services:** <Service Provider Name> will use its best efforts to provide individual licensed operator with quality services without interruption, as far as technically feasible Services to any or all individual licensed operator may be temporarily interrupted or curtailed in case of unplanned outage or because of submarine or terrestrial cable damages by acts or omissions of third parties, equipment modifications, upgrades,

relocations, repairs and similar activities necessary for the proper operation of service. However, expected time of restoration in days will be provided by the service provider. In the event of a planned interruption, 30 days' notice will be given to the individual licensed operator.

5. **Amendment:** Amendments/Changes/Alteration/Variation/addition (if any) in the terms and conditions of this Agreement may be made only by written Agreement by the Parties and with prior approval of PTA.
6. **Price Mechanism:**
 - a) The pricing structure will be competitive with the prevailing rates of other TIP operators.
 - b) The <Service Provider Name> will charge a reasonable processing fee (if applicable) when application for service is being made by an individual licensed operator.
7. **Limitations on Damages:** In no event, shall <Service Provider Name> and/or any of its agents, employees, officers, parents, affiliates, subsidiaries, successors, assigns, directors, brokers, and/or attorneys be liable to individual licensed operator for lost profits and/or punitive or exemplary incidental, consequential, special losses and/or damages in any action arising out related to; (i) This Agreement (ii) the rights granted hereunder; (iii) any breach, termination, cancellation or non-renewal thereof; (iv) individual licensed operator's business (v) the services (vi) the individual licensed operator equipment; and/or (vii) any act, omission and/or negligence of any of the <Service Provider Name> parties.
8. **Refunds/Other Rebates for System Failure/Overcharging:** The <Service Provider Name> will consider appropriately such claims within the limits of rented/leased services by the individual operators. Over/wrong billing claims duly supported with proof, will be adjusted in the subsequent billing.
9. **Confidentiality of Licensed Telecom Operators Information:** No personal/business information other than directory information of the individual operator will be disclosed except that required for (a) collection of debts (b) to another operator for provision of services (c) audit purposes (d) for detection of crime etc. under any law of Pakistan and (e) under any provision of License.
10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.
11. **Dispute Resolution:**
 - 11.1 The licensee shall provide Infrastructure Facilities to other licensed telecom service providers and licensed Infrastructure Facility Providers without discrimination and on mutually agreed terms and conditions unless otherwise directed by the PTA.
 - 11.2 <Service Provider Name> will be focused on quick and appropriate action necessary to solve the problem and satisfy the individual licensed operator. The <Service Provider Name> is committed to quick resolution of complaints and will ensure that complaints/disputes are handled without bias or prejudice. In this regard, the <Service Provider Name> will ensure the following:
 - 11.2.1 If for some reason, a complaint is not sorted out promptly, individual licensed operator can complaint to service provider in writing.

11.2.2 The <Service Provider Name> will investigate the complaint and take appropriate measures to remedy the complaint and will inform the individual licensed operator within two (02) working days to apprise with regard to the status of the Complaint..

11.2.3 Individual licensed operator may be invited for meeting to amicably resolve the complaint/dispute.

11.2.4 In case of any unresolved dispute the matter shall be referred to the PTA within 30 days of such dispute. The licensee shall not discontinue, disturb or terminate provision of Infrastructure facilities to licensed operator with whom dispute has risen, till the decision or approval of the PTA, and decision of the PTA will be final and binding on Parties.

12. General:

- i. The parties specifically agree that Agreement shall be the sole Agreement governing in respect of Services and the Equipment and hereby specifically agree that Agreement shall supersede any other agreement offer, undertaking, utterance or statement, prior to the commencement of this Agreement.
- ii. The individual licensed operator shall not have any right to assign or otherwise transfer its rights or obligations under this Agreement.
- iii. The standard time for provision of services, after payment being made by the individual licensed operator is 10 working days.
- iv. The <SERVICE PROVIDER> shall not enter into any contract, agreement or other arrangement which is, in any way, inconsistent with any obligations of the License issued to the licensee, the Act, the Rules or the Regulations. Any such contract agreement or other arrangement shall, to that extent, be void.

IN WITNESS WHEREOF, the parties have executed this Agreement as duly approved by the PTA as of the date and the year set forth in the preamble to this Agreement.

.....
(For and on behalf of <Service Provider Name>)

(For and on behalf of individual licensed operator)