

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods Worth Fifty
Million or More

- NAME OF THE ORGANIZATION/DEPTT. Universal Service Fund
- FEDERAL / PROVINCIAL GOVT Federal Govt
- TITLE OF CONTRACT Network Upgradation
- TENDER NUMBER USF/TDRS/IT/2022-23/01
- BRIEF DESCRIPTION OF CONTRACT Services of Network Upgradation
- TENDER VALUE 2,331,237
- ENGINEER'S ESTIMATE (for civil Works only) N/A
- ESTIMATED COMPLETION PERIOD One Year
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes

- ADVERTISEMENT :
 - (i) PPRA Website Yes (29 Jun, 2022) (TS484535E)
 - (ii) News Papers Yes (29 Jun, 2022) (The Nation & Daily Ausaf)

- TENDER OPENED ON (DATE & TIME) 18-Jun-22
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) Yes

- NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers) N/A

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____

c) TWO STAGE BIDDING PROCEDURE. _____

d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY CEO

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED 1

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED N/A

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 6
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s
TECHACCESS and House No. 241, Street 62, Sector E-11/3, Islamabad
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID). 1ST
- NEED ANALYSIS (Why the procurement was necessary?) LICENSES WAS EXPIRED AND WAS NECESSARY FOR USE OFFICE
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) Due to Eid Holidays extension was required
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING 19-August -2022
- CONTRACT AWARD PRICE 2,331,237
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
- ANY COMPLAINTS RECEIVED No

➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN
IN THE TENDER NOTICE/DOCUMENTS No

➤ DEVIATION FROM QUALIFICATION CRITERIA No

➤ SPECIAL CONDITIONS, IF Any N/A

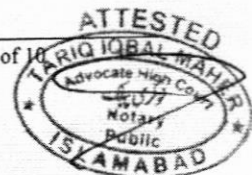
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CONTRACT
FOR
NETWORK & SECURITY UP-GRADATION
Tender ID; "USF/TDRS/IT/2022-23/01"

BY AND BETWEEN
UNIVERSAL SERVICE FUND
AND
M/S TECHACCESS
MADE AS OF
19th Day of August, 2022
At Islamabad

M



17.7 In any case, the maximum penalty imposed shall not exceed ten [10%] percent of the total contract value.

18. TERMINATION OF CONTRACT

18.1. Termination of Contract for Default: USF may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor terminate this Contract forthwith in whole or in part.

- (a) If the Contractor fails to perform any other obligation under the contract.
- (b) If the Contractor, in either of the above circumstances does not cure its failure within a period of seven (07) days (or such longer period as USF may authorize in writing) after receipt of the default notice from USF.

18.2. Termination For Insolvency: USF may terminate the Contract, by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt, insolvent enters into winding up whether voluntary or compulsory. Such termination shall not prejudice or affect any other right of action or remedy which has accrued or will accrue to USF thereafter.

19. NOTICES

19.1. Any notice given by one party to the other, pursuant to this Contract shall be sent in writing or by fax/telex or cable and confirmed in writing to the addresses given below:

Mr. Amir Saeed

Manager IT & Networks
 Universal Service Fund
 3rd Floor, Evacuee Trust Complex,
 Agha Khan Road, F-5/1, Islamabad
 Telephone: 051-9212308-09 Ext: 210
 Email: aamir.saeed@usf.org.pk

Mr. Muhammad Rehan

CFO & Company Secretary
 M/s TechAccess.
 House No. 241, Street 62, Sector E-11/3,
 Islamabad.

Notices shall be deemed served when received by the addressee.

20. ENTIRE AGREEMENT & AMENDMENT

20.1 No modification, amendment, waiver or change in any of the terms of this Contract will be effective unless made in writing and duly executed by an authorized officer or representative of each of the Party.

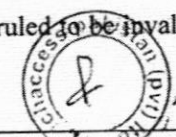
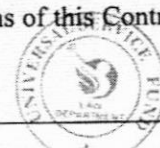
20.2 This Contract together with all its attached Annexes constitutes the entire agreement between the Parties.

21. SEVERABILITY

21.1 If any one or more of the provisions of this Contract should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then:

- (a) the validity and enforceability of all provisions of this Contract not ruled to be invalid or unenforceable shall be unaffected;

[Handwritten signature]



Techacey Pk. 5th (Pkt. 1)

8341

vs

USF

Fcg Under [Signature]

ALI ABBAS AFZAL
Stamp Vender
Lic No. DRA/287/2016
District Courts, Islamabad.

15 AUG 2022

پیشکش کنندہ کی طرف سے پیشکش کی گئی ہے۔
ACDAI کے تحت پیشکش کی گئی ہے۔
پیشکش کنندہ کی طرف سے پیشکش کی گئی ہے۔



2

7

UNIVERSAL SERVICE FUND NETWORK & SECURITY UP-GRADATION CONTRACT

This NETWORK & SECURITY UP-GRADATION CONTRACT (Lot-7) is made at Islamabad on this 19th Day of August, 2022.

By and Between

Universal Services Fund a company incorporated under Section 42 of Companies Act 2017 (Previously known as the Companies Ordinance, 1984), having its registered office at 3rd Floor, Evacuee Trust Complex, Agha Khan Avenue, Islamabad, Pakistan (hereinafter referred to as "USF" which expression shall, unless repugnant to the context and contrary to the meaning thereof shall include its successors-in-interest, administrators, legal representatives, executors and assigns) of the FIRST PART.

AND

M/S TECHACCESS, company incorporated under Companies Act 2017 (Previously known as the Companies Ordinance, 1984), Having its registered office @ House No. 241, Street 62, Sector E-11/3, Islamabad., Pakistan (hereinafter referred to as the "Contractor" which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the Other Part.

(USF and the Contractor shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Contract requires or permits).

WHEREAS:

- A. USF invited bids for NETWORK & SECURITY UP-GRADATION, along with 3-year licensing and principle support and 1 year hardware warranty to USF vide Tender No "USF/TDRS/IT/2022-23/01.
- B. The Contractor being engaged in the business for provision of Network & Security Up-gradation equipment, made its final offer to USF for provision of Network & Security Up-gradation equipment (Lot-7 of the Tender) and USF has accepted the offer of the Contractor subject to conditions which have been laid down in the LOI No. 2607/USF/LOI/MP/ZA issued by USF dated 29th July 2022 to the Contractor and the Contractor's response to LOI through Letter of Acceptance (LoA) bearing Reference No 2607/USF/LOI-TA/ZA dated 2nd August 2022,
- C. The Contractor represents that it has the requisite expertise and resources to provide required as per the satisfaction of USF and in accordance with highest industry standards, and undertakes that all related services shall be provided only through the staff who have the requisite expertise and experience in this regard.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the parties and the mutual benefits to be derived therefrom, the representations and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 DEFINITIONS AND INTERPRETATION

The following words and expressions shall have the meaning assigned to them as defined hereunder:

“**CONTRACT**” means the present contract signed between the USF and the Contractor and all annexures attached herewith for provision of Network & Security Up-gradation equipment to USF. This Contract and its attached annexure(s) constitute the exhaustive description of obligations of the Parties.

“**CONTRACTOR**” means the Party signed this Contract for provision of for provision of Network & Security Up-gradation equipment to USF.

“**CONTRACT PRICE**” means in Pak Rupees on DDP basis summarized Contract Amount.

“**DELIVERY CHARGES**” means local transportation, handling, insurance and other charges incidental to the delivery of Goods to their final destination.

“**FORCE MAJEURE**” means without limitation, acts of God, Government restrictions, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are beyond the control of Parties.

“**EQUIPMENT**” means for provision of Network & Security Up-gradation equipment with warranty as per specifications detailed in Annexure-A (ToR).

“**EFFECTIVE DATE**” means the date of signing of the Contract.

“**FAC**” means Final Acceptance Certificate issued by authorized officer of USF to contractor upon discharge of all contractual obligations, including warranty period;

“**GIRN**” means Goods Inspection & Receipt issued by authorized officer of USF to contractor upon complete delivery/supply of Equipment in agreed lot.

“**LIQUIDATED DAMAGES**” means the monetary damages imposed upon the Contractor and payable to USF by the Contractor on account of its late delivery of whole or part of the Equipment;

“**PERFORMANCE GUARANTEE**” means a bank guarantee issued by a scheduled bank located in Pakistan and acceptable to USF on stamp paper for an amount equivalent to 10% [ten percent] of the total Contract Price.

“**WARRANTY PERIOD**” means a one (1) year standard on-site warranty with parts and services including hardware maintenance service for the Equipment throughout the hardware warranty period, starting from the date of issuance of GIRN, Along with 3-year licensing and principle support starting from the date of issuance of GIRN.

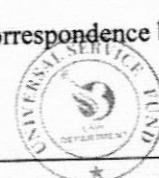
1.2 TERM OF THE CONTRACT

1.2.1 The Term of the Agreement shall be Sixteen (16) months (inclusive of Four (04) months delivery time) commencing from the date of signing (“Effective Date”) of this Contract.

2. SERVICES

The Contractor shall ensure the NETWORK & SECURITY UP-GRADATION to USF as per terms and conditions set forth in this Contract and following documents which form the entire Contract and be read and construed as integral part of this Contract.

- | | |
|---------------|--|
| a. Annexure-A | Request for Proposals (RFP), Terms of Reference (TORs) |
| b. Annexure-B | Technical Proposal |
| c. Annexure-C | Financial Proposal |
| d. Annexure-D | Bid Clarification (communication/correspondence between Parties) |
| e. Annexure-E | Performance Guarantee |



- f. Annexure-F Letter of Intent (LoI) and Letter of Acceptance (LoA)
 g. Annexure-G Integrity Pact

3. STANDARDS & SPECIFICATIONS

- 3.1 In this Contract "Specifications" means technical specifications laid down by USF in Annexure-A (TORs) of this Contract.
- 3.2 All Equipment supplied by the Contractor shall be fully in accordance with terms and conditions of this Contract and annexures attached herewith.
- 3.3 All Equipment/Goods that the Contractor has undertaken to supply shall be brand new and original with latest version (if applicable) and complete in all aspects.
- 3.4 If and where applicable, headings and part number names on every piece of Equipment shall be written in English and all Equipment to be supplied with its serial numbers.

4. WARRANTY

- 4 1 Year hardware warranty with parts is required in Lot-7 along with 3-year licensing and principle support.
- 4.1 SP warrants that the Software (CD-ROMs, diskettes, or other media) upon which the Software is delivered are free from defects in materials and workmanship under normal use.
- 4.2 SP warrants that the Software will perform in accordance with the documentation.
- 4.3 The SP will ensure to provide support service on planning, implementation, fault diagnosis and resolution, consultation, and updating services on the supplied Hardware Server, associated System Software (Server Operating System etc.) and related applications.

5. PROVISIONAL ACCEPTANCE (GIRN)

- 5.1 The offer of the Contractor shall be deemed provisional until, Final Acceptance Certificate (FAC) shall be issued by USF on discharge of all contractual obligations by the Contractor including completion of Warranty Period.

6. FINAL ACCEPTANCE

- 6.1 Final Acceptance Certificate (FAC) shall be issued to the Contractor after Sixteen (16) months from the Effective Date subject to satisfactory performance.
- 6.2 Performance Guarantee (PG) shall be released after the issuance of FAC upon discharge of all contractual obligations by the Contractor.

7. PERFORMANCE GUARANTEE

- 7.1 The Performance Guarantee submitted by the Contractor in the form of an irrevocable and unconditional bank guarantee issued by a scheduled bank located in Pakistan of an amount



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equivalent to ten (10%) percent of the signed contract value in Pak Rupees shall be for the purpose to cover and secure the Contractor's faithful performance of its contractual obligations.

- 7.2 The Performance Guarantee submitted by the Contractor shall be valid for a period of Sixteen (16) months or for any other extended period, [100%] Performance Guarantee will be released after the issuance of FAC upon successful discharge of contractual obligations.

Under Clause 6 (f) of TOR the time Period of Performance Guarantee is written as "fourteen (14) months [two (2) months delivery time + One (1) year warranty period] which is a typographic mistake, the Vendor has to submit the Performance Guarantee for a period of Sixteen (16) months [Four (4) months delivery time + One (1) year warranty period] under Clause 4 of TOR, commencing from the Date of Signing of the Contract.

- 7.3 The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Guarantee shall be solely borne and paid by the Contractor.
- 7.4 USF shall have the sole and absolute right to encash the Performance Guarantee without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract, partial or whole.

8. PRICES AND PAYMENTS

- 8.1 The total price of the Contract shall be **PKR 2,331,237/- only** All payments shall be made in Pak Rupees and on DDP basis.
- 8.2 The Contract Price and the Payment Terms set forth in this Contract is firm and final till execution of this Contract and no variation whatsoever is acceptable to USF with the exception of any price adjustment authorized by the conditions of this Contract.
- 8.3 The payment for the subject procurement will be made as per the following plan:-

Milestone	Payment Trigger	Payment Due	Remarks
Delivery & Acceptance of Equipment	GIRN (Goods Inspection & Receipt) issued upon completion & acceptance of delivery	100%	After Issuance of PAC
Completion of Yearly Warranty Period	Performance Guarantee will be released upon successful discharge of warranty period.	100% of the Performance Guarantee	After Issuance of FAC

- 8.4 USF shall make prompt payment, within thirty (30) days of submission of an invoice/claim by the Contractor subject to availability of prerequisite documents specified under the Contract and adjustment of penalty in the form of Liquidated Damages (if any) on account of late delivery.
- 8.5 USF will make lot wise payment against the invoice/claim submitted by the Contractor after completion of agreed lot(s) either separately or collectively.
- 8.6 Payments shall be subject to deduction of all applicable taxes at prevalent rate from the relevant invoices of the Contractor and paid to the tax authorities, except those especially exempted by the tax authorities. USF will issue certificate of deductions to the Contractor to enable him to settle tax returns with the tax authorities.



- 8.7 The Contractor's request for payment will be made to USF in writing accompanied by an invoice demonstrating complete delivery/supply and other obligations stipulated in this Contract.

9. TAXES AND DUTIES

- 9.1 The Contractor shall be responsible for all taxes time being enforced under prevailing laws of Pakistan including GST, duties, license fees, Insurance and other incidental charges etc. incurred or accrued until the completion of term of the Contract upon satisfactory performance of deployed Services/Deliverables.
- 9.2 Any increase or decrease in the rates of applicable taxes including GST (if any) shall be to the cost and the benefit of the USF.
- 9.3 Withholding tax shall be deducted as per applicable tax laws of Pakistan as amended from time to time.

10. DOCUMENTS FOR PAYMENT OF INVOICES

- 10.1. The Contractor shall submit following documents for receiving of payments.
- Copies of the Contractor's invoice (s) showing details of Delivered Goods, quantity, unit price (Pre-GST, GST, Total), total amount and valid for refund of GST.
 - USF's GIRN/FAC, as the case may be.
- 10.2. The Contractor shall have to be aware and responsible for payment of all applicable taxes and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Contractor for execution and performance of the Contract.

11. CONTRACTOR'S UNDERTAKING

- 11.1. The Contractor undertakes that no officer / official has been gratified / benefited during the tender opening to Contract signing date. The Contract is liable for cancellation during any time of execution if such default is reported, detected and noticed.

12. ASSIGNMENT AND SUB-CONTRACT

- 12.1. The parties shall not change or assign the Contract or any part thereof, without the prior written consent of other party.
- 12.2. The Contractor shall not sub-contract the whole or any part of the services, without the written consent of USF, and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and it shall be responsible for the acts defaults and negligence of any of its sub-Contractor or its agent. The defaults or negligence its sub-Contractor or its agent shall be deemed defaults or negligence of the Contractor.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Contractor shall fully indemnify USF against any and all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or



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alleged infringement of any intellectual property rights by Contractor including but not limited to copyright, patent rights, design rights and trade marks in Pakistan.

13.2 If at any time infringement of any intellectual property rights is claimed against the Contractor by any Party the Contractor at its own cost and expenses shall defend and rectify such infringement.

14 AMICABLE SETTLEMENT

14.1 This Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

14.2 In case of any difference which may arise connection with this Contract, USF and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Contract.

14.3 In case any difference, dispute or question arising out of or with reference to this Contract which cannot be settled amicably shall within thirty (30) days from the date that either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.

14.4 Within thirty [30] days of the aforesaid notice, both parties shall nominate and agree upon a sole arbitrator, preferably retired Judge of High Court or Supreme Court, for commencement of the arbitration proceedings.

14.5 The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act, 1940 as amended. The arbitration shall have its seat in Islamabad. The award of the arbitrator shall be final and binding on both parties.

14.6 The cost of the arbitrator shall be borne equally by both parties.

14.7 In the event, an arbitrator resigns or becomes incapable or unable to act, the party nominating such arbitrator shall be entitled appoint another in the place of the outgoing arbitrator. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

15. CONTRACTOR'S DEFAULT

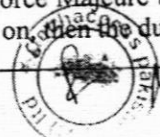
15.1. If the Contractor neglects to perform the Contract with due diligence and expedition or refuse or neglect to comply with any reasonable orders given to him in writing by USF or any of its authorized representative in connection with the performance of the Contract or contravene the provisions of the Contract, USF may give notice in writing to the Contractor to make good the failure, neglect or contravention complained against thereof.

15.2. Should the Contractor fail to comply with the said notice within seven (07) days from the date of issue of said notice, USF may forthwith to terminate the Contract by notice in writing to the Contractor without prejudice to any rights which may have occurred under the Contract to either party prior to such termination.

16. FORCE MAJEURE

16.1. The Contractor is not liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

16.2. If either party is temporarily rendered unable wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party giving notice with full particulars in writing of such Force Majeure to the other party within three (03) days after the occurrence of the cause relied on, then the duties of such party



as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed.

- 16.3. Neither party is responsible for delay caused by Force Majeure. The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension.
- 16.4. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding fourteen (14) days from performing or accepting performance, the party concerned has the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party is entitled to compensation for an amount to be fixed by negotiations and mutual agreement.
- 16.5. If a Force Majeure situation arises, the Contractor shall promptly notify USF in writing of such conditions and the cause thereof. Unless otherwise directed by USF in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17. LIQUIDATED DAMAGES

- 17.1 Subject to Clause ~~16~~ (Force Majeure), if the Contractor fails to deliver any or all of the Goods or perform the services within the time period (s) specified in the contract, USF, shall without prejudice to its other remedies under the contract, have the right to terminate the Contract forthwith and claim Liquidated Damages. bu
- 17.2 In case of non-conformity of the supplied Equipment with the desired specifications, the item(s) shall be replaced by the Contractor free of cost. No additional time shall be permitted by USF or cost will be charge by Contractor and any delay shall result in imposition of Liquidated Damages.
- 17.3 The Contractor shall ensure full delivery of all lots within Sixteen (16) weeks. In case the full delivery is delayed beyond Sixteen (16) weeks, Liquidated Damages at a rate of 0.15% of total contract price per day for each day delayed beyond the final date of delivery will be imposed.
- 17.4 In case full delivery delay exceeds four (04) weeks beyond the Sixteen (16) weeks specified for delivery, USF may terminate the contract after deduction of the Liquidated Damages and USF will have the right to en-cash the Performance Guarantee.
- 17.5 In the event that any portion of required Equipment or part of delivery is delayed, Liquidated Damages at the rate of 0.15% on the value of delayed portion of Equipment per day shall be imposed for each day delayed beyond the final date of delivery.
- 17.6 In any case the maximum penalty imposed will not exceed 10 % of the contract value. In case delay exceeds four (04) weeks beyond the final date of delivery, USF may, terminate the contract after deduction of said Liquidated Damages and shall have the right to encash Performance Guarantee.



- (b) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling;
- (c) the provision(s) held wholly or partly invalid or unenforceable shall, if possible, be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties intent as manifested herein; and
- (d) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

22. COUNTERPARTS

22.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

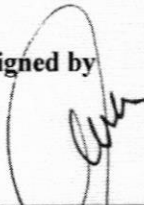


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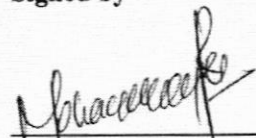
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day, month and year first hereinabove written.

Signed by




For and on behalf of
Universal Service Fund

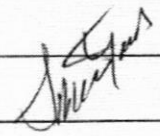
Signed by



For and on behalf of
M/S TechAccess

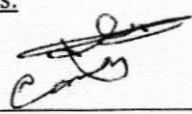


Witnesses:

1. 

Name: _____
CNIC No: _____

Witnesses:

1. 

Name: M. Noman Khan
CNIC No: 37405-8475017-1

