

# Reference Access and Interconnection Offer

## Annex N Credit Assessment

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## 1 General

- 1.1 This Annex sets out the Credit Assessment of the Requesting Party entering into this Access and Interconnection Agreement.
- 1.2 All terms and conditions of Clause “Credit Assessment” of the main agreement shall be applied to this Annex.

## 2 Bank Guarantee

- 2.1 The first Bank Guarantee shall be submitted before the services are enabled to the Requesting Party.
- 2.2 The Bank Guarantee shall be revised every 6 months as set out in this Annex.
- 2.3 The Bank Guarantee shall be received within 5 Working Days from the date Omantel requests a revised Bank Guarantee. In case Omantel has not received the same, Omantel has the right to limit or cease the service.
- 2.4 Omantel, at its sole discretion, may waive the Bank Guarantee, on reasonable and non-discriminatory grounds, for a particular period. Waiver of the Bank Guarantee for this particular period shall not be a precedent for waiver of the Bank Guarantee for any future month
- 2.5 The Bank Guarantee for E1 ports is calculated as in Clause 2.7 below.
- 2.6 For all other services, the Bank Guarantee shall be calculated based on the following principles:
- 2.6.1 At the time of signing the contract: 3 times the average monthly forecast submitted by the Requesting Party for each service for the first six months.
- 2.6.2 After six months from the commencement of operations: three (3) times the average invoice value during the past three (3) months and to be revised quarterly.
- 2.6.3 The Bank Guarantee shall not be less than the previous bank Guarantee for each service at any point of time. However, if the invoice amounts declined over 3 months then the bank guarantee shall be revised accordingly.
- 2.7 The Requesting Party shall provide a bank guarantee for each E1 port as below:

Bank guarantee amount =  $30 \times 60 \times 24 \times 91.2 \times 25\%$  x the applicable rate

Where,

- (60\*24) is the total number of minutes in a day
- 30 is the number of channels in E1
- 91.2 is the number of days in 3 months
- 25% is the average utilization of E1