



Securities and Exchange Commission of Pakistan

63-NIC Building, Blue Area, Islamabad

(Administration Department)

Subject: Request for Quotation - WAN Connectivity between SECP Offices & 1Link

The Commission intends to hire services and engage in annual agreement for WAN Connectivity between SECP Offices & 1Link as per terms of reference given at Annex – A

Terms and Conditions:

- **Price** must be inclusive of all taxes applicable by Govt. of Pakistan.
- **NTN & GST numbers** should be mentioned on quotation.
- **Validity** Minimum 30 Days from quoted date.
- **Quotation Submission deadline:** As per last date mentioned on SECP website.
- Quotation found in compliance with all the requirements and quoting lowest cost shall be selected.
- Selected Service provider shall be engaged in an annual agreement for subject services. (Sample SLA attached as Annex B)

If you are interested, you may submit a sealed quotation for the above item/services to the undersigned within the specified period, at the following address:

SECP, 63-NIC Building, Jinnah Avenue, Blue Area, Islamabad.

With best regards,

M. Ubaidullah Khalid
Deputy Director (Admin)

TERMS OF REFERENCE

WAN Connectivity between SECP Offices & 1Link

S. No.	Description	SECP Address	1Link Address	Bandwidth
1	SECP Head Office to 1Link Karachi Office	8th Floor, 63-NICL Building Jinnah Avenue Blue Area Islamabad	1Link Rack, PTCL Data Center, I.I. Chundrigar Road, Karachi	2 Mbps
2	SECP CRO Lahore to 1Link DR site Lahore	4th Floor, Associated House, 7-Egerton Road, Lahore	1Link Rack, PTCL Data Center, Wafaqi Colony, Lahore	2 Mbps

***SLA will be signed with the service provider and the service provider will ensure the availability/ uptime of 99.5%. Penalties will be applied as per the below formula.**

(Quarterly Service Charge of the Bandwidth for designated SECP site) Multiplied by (No. of hours of non-availability of network during a quarter) Divided by (No. of hours of committed network availability during the quarterly period) x 4.

OR

10% of the total quarterly payment for all WAN links, whichever is less

Technical Evaluation Criteria for WAN Connectivity Link between SECP & 1Link

S. No.	Description	Marks
1	Entire Fiber based connectivity	MUST
2	Ethernet based end point with a full duplex connection	MUST
3	Layer 3 or Layer 2, MPLS based solution	MUST

SERVICE LEVEL
AGREEMENT

FOR

WAN CONNECTIVITY

BETWEEN

ISP

AND

SECP

These Terms and Conditions ('T&C') apply to any Proposal ('PO') relating to the provisioning of the applicable services ('Services') by _____ ('ISP') to a customer ('SECP').

Section 1

The T&Cs enumerated in this Section 1 would apply to all Proposals with respect to every Line of Business ('LOB') of ISP delineated herein.

GENERAL TERMS & CONDITIONS

- **Contradictory Terms:** Every PO issued by the Customer after acceptance of the Proposal shall be subject to the terms and conditions set forth herein. POs, which may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms and provisions of herein contained, are hereby rejected. Such POs will only be accepted by ISP upon the condition and with the express understanding that notwithstanding any such statements, clauses, or conditions contained in any PO are void and have no effect and that the obligations and liabilities of ISP and the Customer shall be determined by the terms and conditions enumerated in this Proposal.
- **PO Acceptance:** PO issued by the Customer will be deemed accepted by ISP upon ISP signing and delivering to the Customer any letter, form, or other writing or instrument acknowledging acceptance thereof.
- **Comprehensive Agreement:** ISP and the Customer must execute a Comprehensive Agreement immediately after issuance of PO and prior to the start of deployment, and all the terms therein shall be in consonance with the Terms and Conditions envisaged herein.
- **Termination:** PO / Agreement shall only be terminated if the other party materially breaches any material provision of the PO / Agreement ('Material Cause') and fails to cure such breach within 90 days in the case of payments after receipt of written notice describing the breach.
- **Exchange Rate:** If the prices with respect to the Service are quoted in US Dollars, all the payments in this respect shall be made in equivalent Pak Rupees at the mid-market exchange rate (i.e. the average of the buying / selling rate) prevalent as of the date of payment.
- **Invoice Acceptance:** An invoice shall be deemed to have been accepted by the Customer if any amount therein is not disputed within 30 days from the invoice date.
- **Payment Mode:** The Customer will render the payments through crossed cheque in the favour of **ISP**. All payment shall be processed in the name of '**ISP**'.
- **Suspension:** If any payment remains unpaid for a period exceeding 100 days from its due date, **ISP** shall have the right to suspend the Services, till such time when the entire outstanding payment is paid in full by the Customer.
- **Assignment:** The Customer shall not assign / novate the PO / Agreement or any part thereof without seeking prior written consent of ISP.
- **Confidentiality:** The Parties shall keep the terms of the PO / Agreement confidential and shall not disclose any information or document received in pursuance thereof to any person or party except as required by law.

- **Modification:** No addition or modification of the PO / Agreement shall be effective or binding on either of the Parties unless agreed in writing and executed by the respective and duly authorized representatives of each of the Parties.
- **Severability:** If any provision of the Agreement / PO is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement / PO and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.
- **Dispute Resolution:** The construction, performance, validity and all matters relating to the interpretation of the PO / Agreement shall be governed by the laws for the time being inforce in Pakistan. Where the Parties are unable to resolve any dispute within ninety (90) days of it so arising, either Party may refer the same to arbitration, which is to be conducted under the Arbitration Act, 1940 or any amendment thereto. The arbitration proceedings shall be conducted by a panel of two (2) arbitrators and an umpire (one (1) arbitrator shall be appointed by each Party and the umpire shall be appointed by mutual consent of both the arbitrators). The decision of the arbitration panel shall be final and binding on each Party. The venue for arbitration shall be Lahore, Pakistan and the language for arbitration proceedings shall be English. Each Party shall bear its own arbitration costs.
- **Notice:** (i) Notice period for termination of the contract by the Customer is 30 days and by the ISP is minimum 120 days (ii) All notices and other communications in connection with the contemplates transaction shall be made by each Party at the address set forth below or to such other addresses as may be designated by a Party by giving written notice to the other Party in pursuance hereof (ii) All notices and other communications from either Party to the other, except as otherwise stated in this Agreement, shall be written in English and, shall be deemed to be received upon the actual delivery or completed facsimile addressed to the other Party as follows:

ISP

SECP

WITNESSES:

ISP

SECP

1. _____

2. _____

Section 2

TECHNICAL TERMS & CONDITIONS

In addition to the foregoing general T&Cs, the technical T&Cs for WAN connectivity are enumerated herein below.

1. Deployment / Implementation Services:

Payment Terms: ‘Contract Price’ means the total consideration, delineated in Annex – «A», which is payable by the Customer with respect to the provisioning of the Services by the ISP.

2. Strict Requirements:

- The ISP shall provide entire Fiber based connectivity to SECP
- The ISP shall provide Ethernet based end point with a full duplex connection to SECP
- The ISP shall provide Layer 2 or 3, MPLS based solution to SECP
- The SECP will only provide Ethernet based connectivity with end-points at all sites.
- The ISP shall not make any changes in its network configuration/ network devices for the SECP WAN links, without prior intimation to SECP

Service Level Agreement (SLA)

Service level agreement has to be finalized prior to the issuance of Purchase Order.

1. Scope

1.1 This agreement shall be Operational Support Services (OSS) to be provided to the customer by the ISP

1.2 ISP Shall provide OSS inclusive of:

- 1.2.1 Incident reporting and ticket service available 24 x 7 x 365
- 1.2.2 Helpdesk support service available 24 x 7 x 365
- 1.2.3 On-call and on-site support services available as per agreed terms
- 1.2.4 Testing Requests: Any testing request about ISP services by the customer in order to verify parameters of the customer end network
- 1.2.5 Request for support: Any additional request for support (e.g. configuration changes) that is not covered under this operation and support
- 1.2.6 Service up gradation and / or down gradation

1.3 Specification of communication infrastructure services shall be as:

- 1.3.1 VPN Data Services
 - 1.3.1.1 End-to-End connectivity between customer edge routers for layer 2 and layer 3 data VPN links
- 1.3.2 Internet Services
 - 1.3.2.1 Connectivity between customer edge device and ISP's upstream service provider for accessing the Internet

1.4 Connectivity service covers VPN and Internet services on the following platform:

- 1.4.1 OFC network (FTTx, GPON, Ethernet)
- 1.4.2 Point-to-Point Wireless Bridges

1.5 Incident definition

- 1.5.1 The customer encountering a problem that causes the network to fail from delivering services including:
 - 1.5.1.1 Lower Bandwidth than the designated bandwidth for the specific customer site
 - 1.5.1.2 Bit-errors or non-availability of connectivity
 - 1.5.1.3 Incident would commence when the incident is locked/reported at ISP Network Operations Center (NOC)

2. Services

2.1 Incident Reporting and Ticketing

- 2.1.1 The customer shall record the incident at the ISP NOC with designated Shift Engineer, only if initial troubleshooting steps (defined in Clause No. 3) could not resolve the problem locally.
- 2.1.2 The contact number for customer to call the ISP NOC shall be [ISP-UAN] or through an email address specified by the provider.
- 2.1.3 The ISP Shift Engineer shall perform initial troubleshooting and shall issue a Trouble Ticket (TT) for the incident reported by the customer.
- 2.1.4 The issued TTN shall be the reference number for all customer calls and correspondence with ISP, regarding that specific incident.

2.2 Enterprise NOC Support

- 2.2.1 ISP Shift Engineer shall attempt to resolve the problem identified by the customer during the Incident Reporting Call (IRC).
- 2.2.2 In the event the incident is not resolved during the IRC, the ISP Shift Engineer shall engage respective back end subject matter expert teams to resolve the issue remotely and shall forward the TT to the designated ISP field engineering support team with respect to the type of problem.
- 2.2.3 In case the problem requires Field Engineering (FE) Support, the designated ISP FE shall subsequently contact the customer with the reference TT. ISP FE shall attempt to resolve the problem identified by the customer during the Incident Reporting Call (IRC).

2.3 On-Site Support

- 2.3.1 In the event that FE is unable to resolve the reported ticket remotely then the designated ISP FE shall visit the designated customer site.
- 2.3.2 On-site support call shall be provided by ISP as follows:
 - 2.3.2.1 Within 02 hours; in cities where ISP has permanently stationed FE(s)
 - 2.3.2.2 Within 12 hours; where a ISP FE is not permanently stationed and the customer site is reachable by Air, with a minimum of 2 flights a day between the customer site and the nearest ISP office.
 - 2.3.2.3 Within 24 hours: Where a ISP FE is not permanently stationed and the customer site is reachable by road and/or by rail from the nearest ISP office.
- 2.3.3 In the event that an IRC remains unresolved beyond 24 hours, the customer shall have the privilege to escalate the IRC to higher level at ISP as defined in Escalation Matrix.

3. Initial Troubleshooting Steps

ISP is striving to enhance and maintain the quality of service. One of our primary goals is to minimize the down time and turnaround time. Below mentioned are some of the areas where

our valued enterprise customers can assist and add value to avoid unnecessary outages as well as reduce down time:

1. On observing link connectivity alarms / failure, following steps may resolve the problem:
 - a. Power Status at branch side
 - b. Power cord along with the power supply status of end device
 - c. All cords are firmly plugged in correct ports
 - d. LED status of the CPE (Customer premises equipment)
 - e. Power – Hot Rebooting CPE if resolves issue
2. In case of issues where physical status of device is found UP but Customer connectivity is found down, following steps may resolve the problem locally:
 - a. Port status of corresponding switch / router
 - b. Ethernet cable re-plugging at switch side
 - c. Port settings are manually set to:
 - i. Negotiate = No Negotiate
 - ii. Speed = 100 Mbps (depending on interface)
 - iii. Duplex = Full
3. In order to narrow down the issue, it is important that correct nature of issue is described at the time of launching complaint. In case of L2 / L3 connectivity is down but physically link (end device) is UP, then it may be accordingly mentioned. Preferably in such cases, below stats / traces of client side switch / router will be of great help:
 - a. Point to Point Ping result (CE IP – ISP PE) For L3 only
 - b. Show Interface and Show Logs stats to check below important fields:
 - i. CRC (Cyclic Redundancy Check) errors on interface
 - ii. Physical status of Interface
 - iii. Verify if any specific routing protocol is affecting traffic etc
 - c. Trace route logs.

4. Service Duration

- 4.1 The duration of this agreement shall be three (01) year(s) starting from the purchase order date
- 4.2 The term of this agreement would be automatically renewed for next 60 days unless a termination notice is received from either party.

5. Site Coverage

- 5.1 ISP shall provide the maintenance support services for the link installed at sites Islamabad, Karachi, and Lahore.

6. NOC Service Desk

ISP has a best in class, tried and tested service desk facility. Customer shall use the same service desk structure for receiving operation and maintenance support for required network.

Service desk will be the first point of contact for Customer in case of any problem occurs in the network:

<u>Phone Number</u>	<u>[ISP-UAN]</u>
<u>Email ID</u>	<u>email@address.com</u>

6.1 How to open Trouble Ticket

- 6.1.1 If the issue is not resolved by the above troubleshooting steps (defined in clause No. 3) then, the Customer shall contact ISP by dialing the UAN or email at given address.
- 6.1.2 On filing/logging the complaint, the NOC will issue TT to customer.
- 6.1.3 Customer must save the number for future correspondence with reference to this particular issue.
- 6.1.4 Nature of issue along with below information to be shared by the customer for locking / registering complaint.

Site Address	Last Mile Media	VLAN/IP	POC Available at Site along with Voice Contact	POC Available in Head Office / NOC along with voice contact

6.2 Hours of Coverage

- 6.2.1 ISP service engineer shall be available on-call 24 x 7 x 365.

6.3 ISP Engineers Permanently Stationed

- 6.3.1 To provide On-site support services, ISP Field Engineers (FEs) are permanently stationed in the cities of:
 - 6.3.1.1 Lahore
 - 6.3.1.2 Karachi
 - 6.3.1.3 Islamabad

6.4 Escalation Procedure

- 6.4.1 NOC initial response which includes performing initial troubleshooting and generation of trouble ticket will be done as per following:
 - 6.4.1.1 For aggregation/ Critical site (Severity – 1) 10 minutes
 - 6.4.1.2 Non-aggregation site (Severity – 2) 20 minutes

6.5 Problem Escalation Matrix

In case proper updates are not provided by ENOC or KPI for restoration of services lapsed / delayed, issue may be escalated to next levels as per guidelines below:

Escalation levels	Name & Contact Detail	Escalation Time				Email address
		(Non-Aggregation Site)	(Aggregation Site)	Site where FE is not stationed and site is reachable through Air travel	Site where FE is not stationed and site is reachable through road	
Level 1						
Level 2						
Level 3						
Level 4						

7. Service/ Network Availability

Each designated customer site is being allocated a specific bandwidth and connectivity link for network operations. These include last mile(s), Aggregation Point(s), and backbone network.

7.1 Bandwidth Availability

7.1.1 ISP shall render bandwidth availability of 99.99% for each designated customer site.

7.2 Network Availability

7.2.1 ISP shall render network availability of 99.5 % for each designated customer site.

7.3 General

7.3.1 The measurement of availability of services shall become effective when the last link is deployed by ISP for the customer and project implementation is signed-off, hereinafter to be referred to as the commencement date for the SLA

7.3.2 SLA measurement shall be conducted every quarter to assess the performance of service as per the penalty clause for failure to conform to the SLA.

7.3.3 In the interim period, i.e. from the date of deployment of the first link until the deployment of the last link, ISP shall perform Bandwidth Availability and Network Availability measurement for the customer.

- 7.3.4 After the commencement date of SLA, in the event that ISP fails to conform to the SLA in a specific month, the customer has the authority to invoke the penalty clause and deduct the amount on quarterly basis.
- 7.3.5 To ensure all Availability services are in conformance to the SLA, the customer shall ensure that all customer equipment and software is operational and in good working condition.
- 7.3.6 Any impact of ISP services caused due to reason stated herein below shall be beyond the scope of this SLA:
 - 7.3.6.1 Customer equipment/software faulty
 - 7.3.6.2 Actions undertaken by customer personnel in contravention to recommendations by ISP
 - 7.3.6.3 Failure on part of the customer to allow ISP personnel access to the Customer Site or Equipment or Services area required to render by ISP
 - 7.3.6.4 Reason of Force Majeure

8. Penalties under SLA

The penalties under the SLA for network availability are classified herewith. In the event of a failure to render the services in conformance to the SLA as defined below, ISP shall be liable to refund amounts by adjusting the amounts against its quarterly invoices as follows:

Failure to conform to network availability:

(Quarterly Service Charge of the Bandwidth for designated SECP site) Multiplied by (No. of hours of non-availability of network during a quarter) Divided by (No. of hours of committed network availability during the quarterly period) x 4.

OR

10% of the total quarterly payment for all WAN links, whichever is less

Annexure – “A”

S#	Description	Bandwidth	Monthly Charges (PKR)
1.	Head Office to 1Link Karachi	02 Mbps	
2.	CRO-Lahore to 1Link Lahore	02 Mbps	
Total			

