

Terms of Reference

**Technical Requirements for Service Level Agreement (SLA)  
Inergen Based Fire Suppression System (FSS) with SIGMA XT control panel at Head Office and  
CRO Lahore Data Centers**

1. Quarterly maintenance of FSS is required at both locations.
2. 24x7 on call support.
3. Initial response time, must be 02 hours or less.
4. Operational support of GSM module integrated with FSS control panel (Sigma XT) at Head Office and CRO Lahore.
5. Mobile number updates/ modifications in GSM module as and when required.
6. Free of cost 04 complimentary/ emergency visits other than routine quarterly visits.
7. The fire Alarm and Control Panel will be examined and tested. The test and overall Procedure will be as follows:
  - All external circuits will be isolated
  - All zones will be tested for correct alarm mode operation
  - All fault indicators will be checked in the following manner:
    - Disconnecting one alarm line from each zone to ensure correct indication
    - Disconnecting 220 volts mains supply to the charger for main failure indication
    - Disconnecting standby battery leads to check battery failure indication
    - Testing supplies failure by disconnecting the DC supply
    - Checking Reset Alarm by triggering each zone into alarm condition and resetting it thereafter
    - Testing the general evacuate alarm
    - Checking that all the bell isolation switches operate
    - Carrying out testing & inspection procedures for battery & charging equipment
    - Testing the battery voltage with the charger disconnected
    - Testing the charger output with the battery disconnected
    - Ensuring that all the Terminals are tight and well-greased
    - Testing lamp indicator to check the function of all LEDs
    - All components/ parts will be inspected and cleaned
  - All manual Call Points/ alarm bells will be examined and tested on each visit. A visual inspection will be made to ensure that the structural or occupancy changes have not affected the requirements of such triggering devices.
  - On each visit the engineers will ensure by means of visual check and with the help of artificial smoke that all smoke detectors are secured, undamaged and are working properly.
  - To ensure the surface of the covers is clean and we will check to see that the combustion products are not being generated by other equipment in the vicinity of the detector head.
  - Lock-Off controls, lamp indicator units, relays etc. will be examined and tested at the time of each visit.
  - A detailed examination to be carried out to ensure that all electrical connections are safe and in working order.
  - A training/ demonstration to be provided (for operational usage) to at least 02 SECP resources at each site.
  - Support matrix and escalation for Head Office (Islamabad) and CRO (Lahore) must be mentioned in the SLA.

**Technical Evaluation Criteria**

SR.	ATTRIBUTE	DETAIL	WEIGHTAGE
1.	Support/ SLA Duration	01 Year Comprehensive Onsite	<b>MUST</b>
2.	Technical Compliance	Compliance with mentioned technical requirements in TORs	<b>MUST</b>
<b>TOTAL</b>			<b>--</b>

- Bids NOT in compliance with the MUST requirement (s) in the evaluation criteria will NOT be evaluated.
- Bids Found in compliance with the MUST requirement (s) and quoted lowest cost shall be selected.

**SAMPLE  
SERVICE LEVEL AGREEMENT  
(Contract #)**

This Service Level Agreement ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

*by and between*

**The Securities & Exchange Commission of Pakistan**, a statutory body established under section 3 of the Securities and Exchange Commission of Pakistan Act, 1997 (Act No. XLII OF 1997) having its head office located at **NIC Building, 63 Jinnah Avenue, Islamabad** (hereinafter the "**SECP**"), which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part

*and*

**(Successful Bidder Name)** a company incorporated under the laws of Pakistan, having its office at **(Successful Bidder Address)**, (hereinafter "") which expression shall where the context so admits, include its authorized representatives, successors in interest and permitted assigns as Party of the Other part

SECP and the **(Successful Bidder Name)** shall hereinafter be referred to as "Parties" collectively and the "Party" individually and interchangeably.

WHEREAS;

- A. SECP requires services for the maintenance of fire suppression systems ("Services") installed at the SECP Head Office and DRC Premises.
- B. **(Successful Bidder Name)** warrants and represents that it has the requisite expertise and capacity for providing the Services as desired by SECP.
- C. SECP is interested in hiring the services of **(Successful Bidder Name)** for the purpose of this Agreement and **(Successful Bidder Name)** has agreed to provide the services as required by SECP.

NOW, THEREFORE subject to the terms and conditions of this Agreement, it is hereby agreed by and between the Parties as under:

## **1. INTRODUCTION**

### **1.1. Duration of Agreement**

This Agreement will be effective from \_\_\_\_\_, **2019** till \_\_\_\_\_, **2020** unless 30 days prior written notice is received to terminate the Agreement by either party under clause 11 of this Agreement.

### 1.2. Non-exclusive Agreement

This Agreement does not grant (**Successful Bidder Name**) any exclusive rights to do business with the SECP. Nothing in this Agreement prevents (**Successful Bidder Name**) from marketing, developing, using and performing similar services or products to other potential clients.

### 1.3. Definitions

*“Commencement date”* means the date that as mentioned in clause 1.1. of this Agreement.

*“Confidential information”* means any information belonging to or in the possession or control of a Party that is of a confidential, proprietary or trade secret nature and that is not required to be furnished or disclosed to the other party unless required to do so by the law.

*“Disclosing party”* means the party who has disclosed confidential information to the other party.

*“Key personnel”* means those persons nominated by (**Successful Bidder Name**) who have a key role in the delivery of the services to the SECP.

*“Place of service delivery”* means the address or addresses of the SECP’s premises where the Service delivery is deemed to take place.

*“Receiving party”* means the party who has received confidential information from the other party.

*“Service component”* means a divisible and identifiable part of the overall Services to be delivered.

*“Service review meetings”* mean regular meetings that are held between representatives of and the SECP specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

*“Support and Service desk services”* mean the specified support services provided by (**Successful Bidder Name**) to the SECP to assist the SECP’s personnel to understand, operate, and execute the delivered Services.

## 2. SCOPE OF WORK

### 2.1. Standard services

Standard services to be delivered under this Agreement are as listed, described and **specified Schedule-A** to this Agreement. (**Successful Bidder Name**) shall make sure that the Fire Suppression System (FSS) related spares/components (same/equivalent) shall remain available during the currency of this Agreement. Replacement of parts during maintenance of the system will be charged separately by (**Successful Bidder Name**), however, any other visits from (**Successful Bidder Name**) will be treated as complimentary (i.e., no separate amount will be charged).

### 2.2. Place of Service delivery

The Services covered by this Agreement are to be delivered at the SECP Head Office, Islamabad and SECP DR Site in Lahore.

### 2.3. Changes to Services

Either Party may propose changes to the scope, nature or time schedule of the Services being performed under this Agreement. The Parties may mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services. No change to

this Agreement shall be considered as to have taken place unless approved in writing and signed by the authorized representatives of both the Parties.

**2.4. Reasonability**

(Successful Bidder Name) shall ensure to provide its best services for smooth operations having dependency on the equipment covered under the Agreement.

**3. PERFORMANCE, TRACKING AND REPORTING**

**3.1. Key Personnel Changes**

Key personnel are not required to be specifically named within this Agreement but (Successful Bidder Name) will notify in writing SECP in advance of changes to any key personnel.

**3.2. Service Level Reporting**

Reports on actual service levels achieved shall be provided to SECP on quarterly basis provided call is logged to (Successful Bidder Name) helpdesk. This will cover each service component delivered and the performance achieved compared with target. These reports are to be provided to SECP within ten working days upon its request.

**3.3. Service Review Meetings**

Service Review meetings will be held on quarterly basis at SECP's offices, if required. The issues to be covered will include (as applicable):

- (i) Service performance levels
- (ii) Support performance levels
- (iii) Installation performance
- (iv) Equipment
- (v) Compensation or
- (vi) or any other related issue.

**4. PROBLEM MANAGEMENT**

**4.1. Support and Service desk Services**

(Successful Bidder Name) will provide ongoing assistance to SECP to support the Services which will include but not limited to comprehensive Service desk facilities and On-site Maintenance and Support services.

**4.2. Problem Definition**

The following problem definitions will apply to the services provided under the terms of this Agreement.

Problem Severity	Status	Impact
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<b>Severity 1</b>	<b>Mission critical</b>	<b>Serious financial impact:</b> The system is totally down
<b>Severity 2</b>	<b>Urgent</b>	<b>Significant financial impact:</b> System is up with degraded functionality impacting overall functionality
<b>Severity 3</b>	<b>Medium priority</b>	<b>Minimal financial impact:</b> System is up with partial service degradation
<b>Severity 4</b>	<b>Low Priority</b>	<b>No financial impact:</b> System is up with all service but showing alarms on NMS

#### 4.3. Problem Escalation

To ensure that the SECP receives senior management attention on unresolved issues, (Successful Bidder Name) operates a problem escalation procedure in order that any unresolved problems are notified to the (Successful Bidder Name)'s operational and management personnel on a priority basis dependent upon the severity of the problem. There are four levels of Problem Severities mentioned above and four levels of escalation as defined below:

##### ESCALATION MATRIX (Islamabad):

Level 1: Name | email address | contact number

Level 2: Name | email address | contact number

Level 3: Name | email address | contact number

Level 4: Name | email address | contact number

##### ESCALATION MATRIX (Lahore):

Level 1: Name | email address | contact number

Level 2: Name | email address | contact number

Level 3: Name | email address | contact number

Level 4: Name | email address | contact number

#### 4.4. Response Time

(Successful Bidder Name)'s support will be available 24\*7 and the initial response time will be 02 Hours in case of any fault complaint received from SECP officials regarding Fire Suppression System.

## 5. COMPENSATION

**5.1. Agreement Price**

The total compensation payable to (Successful Bidder Name) is **Rs. -----/- (Rupees ----- only)** per annum.

**5.2. Payment terms**

All fees and expenses, to be paid through cheques or any other banking instrument to (Successful Bidder Name), shall be made in the name of “**(Successful Bidder Name)**”. The payment will be made to (Successful Bidder Name) within 30 days after submission of invoice.

**5.3. Taxes**

Any payment made under this Agreement shall be less any Government taxes which SECP is authorized under the law to deduct.

**6. SECP's DUTIES AND RESPONSIBILITIES**

**6.1. Processing and authorization of invoices**

SECP undertakes to process and settle invoices by the due dates.

**6.2. SECP personnel, facilities and resources**

SECP will ensure that (Successful Bidder Name) has timely access to SECP personnel and will arrange for (Successful Bidder Name) personnel to have suitable and safe access to the SECP's facilities and systems. The SECP will also provide suitable office space and associated resources for (Successful Bidder Name) personnel working on-site including all necessary computing and office support resources.

**6.3. Approvals and Information**

SECP will respond within five working days to any request of (Successful Bidder Name) to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for (Successful Bidder Name) to perform its Services.

**7. WARRANTIES AND REMEDIES**

**7.1. Quality of Service**

(Successful Bidder Name) warrants that the Services will be performed in a professional and prudent manner consistent with best industry standards reasonably applicable to such services. If SECP considers that a breach of this warranty has occurred and notifies (Successful Bidder Name) in writing stating the nature of the breach, then (Successful Bidder Name) will be required to correct any affected services forthwith.

**7.2. Exclusions**

(Successful Bidder Name) is not responsible for any infringements to third party copyrights, patents or trade secrets where SECP has made amendments to original documents and similar works prepared by (Successful Bidder Name) without the express approval of (Successful Bidder Name) or where SECP fails to use the most recent versions of such works that have been delivered by (Successful Bidder Name).

### **7.3. Force Majeure**

Except in respect of payment liabilities, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act, provided the delayed party gives the other party prompt notice in writing of the reasons for such cause.

## **8. SECURITY**

### **8.1. Physical Access**

SECP is to ensure that the (Successful Bidder Name)'s personnel are given reasonable authorized access to premises and equipment so that the Services may be delivered and maintained in accordance with the terms of this Agreement. SECP will allow access to those personnels of (Successful Bidder Name) who are having valid i official card issued by (Successful Bidder Name).

### **8.2. Logical Access**

SECP is to ensure that (Successful Bidder Name) personnel are given necessary access to the software and systems so that the Services may be delivered and maintained in accordance with the terms of this Agreement.

### **8.3. Compliance with SECP Security Policies**

(Successful Bidder Name) will ensure that its personnel are made aware of SECP's formal security policies and will also ensure compliance to the said policies accordingly. SECP will provide (Successful Bidder Name) with up to date information on its security policies and will keep (Successful Bidder Name) informed about any changes to these policies. (Successful Bidder Name)

### **8.4. Information and Data Security Measures**

(Successful Bidder Name) will manage information and data security with reasonable efforts to restrict unauthorized access. (Successful Bidder Name) will make best endeavors to ensure that its personnel are fully aware of the risks associated with information and data security issues.

## **9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION**

### **9.1. Intellectual Property Rights**

The Parties acknowledge the intellectual property rights of the other party whether registered or not.

### **9.2. Confidentiality**

The Parties agree to keep confidential all information concerning the other party's business or its ideas, products, customers, records or services that is considered to be "confidential information". Confidential information will remain the property of the disclosing party and the receiving party will not acquire any rights to that confidential information. The Receiving Party agrees not to disclose the confidential information obtained from the disclosing to any other party unless required to do so by the law.

This clause of confidentiality shall survive even after the completion/termination of this Agreement for a period of five (05) years.



**9.3. Release of Information**

If the Receiving Party receives a Court Order to divulge any confidential information belonging to the disclosing party, then the Receiving Party is permitted to release such information to the court in accordance with such Court Order so served.

**9.4. Destruction of data and records or return on termination**

Upon termination of this Agreement, the Receiving Party, at the option of the disclosing party, will return or destroy all confidential information belonging to the other party.

**10. LEGAL COMPLIANCE & RESOLUTION OF DISPUTES**

**10.1. Governing law**

This Agreement shall be governed by and interpreted in accordance with the applicable law.

**10.2. Export control**

Both (Successful Bidder Name) and SECP agree to comply fully with all relevant export laws and regulations of Pakistan where their offices are located.

**10.3. Informal Resolution**

In the event of dispute, the parties will attempt to resolve any such disputes through negotiation and discussion. Formal arbitration proceedings should not be commenced until such negotiations and discussions are concluded without resolution.

**10.4. Arbitration**

Any dispute arising between the Parties hereto in connection with this Agreement or any breach thereof which cannot be settled amicably through negotiations and discussion shall be referred to arbitration, which shall consist of two arbitrators, each nominated by individual Party and in case of dispute between the arbitrators by an Umpire appointed by the nominated arbitrators in accordance with the applicable provisions of Arbitration Act, 1940. The venue for such arbitration shall be Islamabad.

**10.5. Limitation of liability**

If at any point of time SECP becomes entitled to claim damages from (Successful Bidder Name), (Successful Bidder Name) will be liable only for the amount of the SECP's actual damage direct or indirect, up to the amount that (Successful Bidder Name) has actually received from SECP as payment for the specific services or items that are the subject of the claim. (Successful Bidder Name) is not responsible for any damages caused by the failure of SECP or its Affiliates or other suppliers to perform their responsibilities. The limitation of liability included in this section will survive this Agreement.

**11. TERMINATION**

**11.1. Termination after initial Agreement term**

This Agreement commences on the Commencement Date for a period of one year unless a 30 days prior notice is received in writing by either party. (Successful Bidder Name) will provide to the SECP, 30 days written notice of any price changes due to take effect.

**11.2. Termination for Cause**

If either party fails to perform its obligations under this Agreement, and does not, within 30 days of receiving written notice describing such failure, agree to take measures to make good such failure, then this Agreement may be terminated forthwith.

**11.3. Payment on termination**

In the event of termination of this Agreement for any cause, (Successful Bidder Name) will continue to be paid up to the effective date of termination for any fees or expenses due for services delivered up to that date. Any unutilized payment shall be reimbursed by (Successful Bidder Name) to SECP subsequent to such termination.

**12. GENERAL**

**12.1. Notices**

Notices required under this Agreement are to be sent in writing either by registered post, recorded post, express courier service or be delivered personally to the following personnel and addresses.

Commission	
Phone	Phone
Fax	Fax
Email	Email

**12.2. Standard of care**

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

**12.3. Assignment**

Neither party shall assign or otherwise transfer the obligations under this Agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this Agreement will be binding upon each party's respective successor.

**12.4. Entire Agreement**

This document along with the Schedule-A constitutes the entire agreement between the parties and supersedes all other prior agreements and arrangements between the parties for the provision of such services.

**12.5. Severability**

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.

**12.6. Exhibits**

The Schedule referred to in, and attached to, this document are to be considered an integral part of this Agreement.

**13. SIGNATURES**

The following authorized representatives of each party execute this Agreement at the Commencement Date:

**For (Successful Bidder Name) :**

**For SECP:**

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**Witness 1**

**Witness 2**

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**TORs of the Bidding Documents.**