



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 45/19-20**

### **Invitation to Bid**

The Securities and Exchange Commission of Pakistan invites sealed bids from service providers registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue/Relevant Tax Authority for following requirement:

#### **WAN Connectivity for DR (Point to Point Data Link of 100 Mbps)**

Interested bidders may get bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, date and location for opening of bids, bids evaluation criteria, clarification/rejection of bids etc. from the undersigned free of cost and can also be downloaded from <https://www.secp.gov.pk/procurement/>

Bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before May 04, 2020 at 1100Hrs and will be opened on the same day at 1130 Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437/444) (Monday to Friday excluding Public Holidays)

**Arshad Kamal, Additional Director (Admin)**  
**NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad**

## **Terms and Conditions for Bids and Bidders**

1. **Tender Identification Number: TENDER # 45 /19 - 20**
2. The Securities & Exchange Commission of Pakistan invites sealed bids from service providers registered with income tax and sales tax departments and who are on Active Taxpayers List of the Federal Board of Revenue/Relevant Tax Authority for following requirement:

### **WAN Connectivity (Point to Point Data Link of 100 Mbps)**

through

### **SINGLE STAGE ONE ENVELOP METHOD.**

3. **The Procurement Agency is:**

**Securities and Exchange Commission of Pakistan**  
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,  
Islamabad.

4. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally free of cost or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
5. The bid validity period shall be 150 days.
6. SECP reserves the right to reject all bids and cancel this invitation at any stage of the bidding process.
7. The amount of the bid and bid security shall be in Pak rupees.
8. The bids should be accompanied by bid security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft in favor of **Securities and Exchange Commission of Pakistan**.
9. Bids not accompanied by bid security or with less amount of bid security will be rejected.
10. The bid security of successful bidder will be retained and that of other bidders will be returned after award of contract.
11. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
12. If the bid is withdrawn after opening of bids and before the expiry of its validity or the supply/services are not made/provided within due date, the bid security will be forfeited in favor of the SECP, Islamabad.

13. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
14. The language of the bid is English and alternative bids shall not be considered.
15. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
16. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
17. The rates must be quoted strictly in accordance with our documents and Annex(s).
18. Discounts (if any) offered by the bidder shall be part of the bid.
19. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as best evaluated bidder. In case selected bidder is not willing to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
20. Bids shall be evaluated as per evaluation criteria prescribed in the bidding documents.
21. All items contain installation and commissioning and end user orientation is responsibility of the supplier.
22. Item/services supplied must be duty paid in respect of all applied duties and taxes. (if applicable)
23. The end user warranties and end user support services will be in the name of SECP for all items delivered.
24. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
25. Bidder must have regular place of business, telephone numbers and email address. Bidders must provide proof of their existence in the particular business.
26. **Bidder must submit following undertaking on stamp paper/letter head, failing which the bid shall be rejected:**
  - a) **That the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that bidder.**
  - b) **That the bidder has never been blacklisted by any National / International organizations.**

27. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission. **In case bidder is in-active on ATL (Income and Sales tax) on the date of bid opening then its bid shall be rejected.**
28. Bid found in compliance to all the MUST requirements and lowest amongst all shall be awarded the contract.
29. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
30. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder
31. If any supplier/service provider is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR/relevant revenue board.
32. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
33. The bids received after the due date and time will be rejected.
34. SECP shall disqualify any bidder if it finds at any time that the information submitted by the bidder is false and materially inaccurate.
35. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
36. All software based items contains installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
37. The equipment/software/renewals /services supplied/provided must be duty paid in respect of all applied duties and taxes.
38. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment delivered.
39. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid in case of any such claim.
40. Bidders do not have the option of submitting their bids electronically.
41. Telegraphic and conditional bids will not be accepted.
42. Unsealed bids will be rejected.
43. Successful bidders shall be bound to provide the required services within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per

week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.

44. Successful bidder will be engaged in an agreement as per sample till June 30, 2021, however, the agreement may be extended for a further period of maximum 02 years on same terms and conditions.
45. Clarification if any on the technical requirement may be obtained from [asim.ayaz@secp.gov.pk](mailto:asim.ayaz@secp.gov.pk) OR [ubaidullah.khalid@secp.gov.pk](mailto:ubaidullah.khalid@secp.gov.pk)
46. Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.
47. The place of bid destination is: **Securities and Exchange Commission of Pakistan**, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.
48. The envelopes shall bear the following additional identification marks:

**Bid for:** “WAN Connectivity for DR (Point to Point Data Link of 100 Mbps)”

**Bidder Name:** XYZ

**Attention:** **Arshad Kamal**  
Additional Director (Admin),  
4th Floor, NICL Building,  
63 Jinnah Avenue, Blue Area, Islamabad

49. The deadline for the submission of bids is:

**Date:** May 04, 2020

Time: 1100Hrs

50. The bid opening shall take place at:

**Securities and Exchange Commission of Pakistan**  
NICL; Building, 63 Jinnah Avenue, Blue Area,  
Islamabad

**Date:** May 04, 2020

Time: 1130Hrs

A statement “Not to be opened before 1130Hrs on Date: Date: May 04, 2020 ” shall be clearly mentioned on the top of the sealed bid.

**Note:**

- The attachment details are as under

1. Terms of Reference/Scope of Work	Annex “A”
2. Bids Evaluation Criteria	Annex “B”
3. Format for Financial Bid Submission	Annex “C”
4. Documentary Evidence	Annex “D”
5. Draft Agreement/SLA	Annex “E”

- **If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.**

**Terms of Reference**

**WAN Connectivity for DR (Point to Point Data Link of 100 Mbps)**

<b>Site -A Address</b>	<b>NIC Building, 63 Jinnah Avenue Blue Area, Islamabad-44000</b>
<b>Site -B Address</b>	<b>4th Floor, Associated House, 7-Egerton Road, Lahore</b>

**Technical Evaluation for the WAN Link**

<b>S. No</b>	<b>Description</b>	<b>Criteria</b>	<b>Mention Page # of the submitted Technical bid</b>
1	P2P L2/L3 data link of 100 Mbps	MUST	
2	SLA of 99.5%	MUST	
3	Service provider must have a call center with 24x7 availability and a UAN for complaint logging and escalation	MUST	
4	Exact timelines of commissioning of the WAN link must be clearly mentioned in the proposal	MUST	
5	One time cost and recurring cost should be separately mentioned in the proposal	MUST	
6	Penalties will be applicable as per penalty clause in the SLA	MUST	

**Note:**

1. Technical compliance sheet **MUST** be shared with the proposal.
2. Bid shall comply the all **MUST** requirements. Failure to comply any **MUST** requirement, shall lead to rejection of the bid without evaluating technically further. Bidder shall submit all supporting documents/references which confirms the compliance to the published technical requirements.

**Format for Financial Bid Submission**

One-time cost and recurring cost should be separately mentioned in the financial bid. **Quoted price MUST be inclusive of all the expenses/Taxes.**

**FORMAT FOR FINANCIAL BID ONLY**

<b>S. No.</b>	<b>Description</b>	<b>Amount (Rs.) (Inclusive of all applicable taxes)</b>
<b>a.</b>	<b>One time Cost/Charges (Rs.)</b>	<b>-</b>
<b>b.</b>	<b>Monthly Recurring Charges (Rs.)</b>	<b>-</b>
<b>c.</b>	<b>Total of Monthly Recurring Charges (Rs.)</b>	<b>c = b x 12**</b>
<b>d.</b>	<b>Total Annual Cost/Charges*</b>	<b>d = a + c</b>

***\*Bid security shall be 2% of the Total Annual Cost/Charges***

***\*\*Months***

**DOCUMENTARY EVIDENCE**

Name of the Bidder: \_\_\_\_\_

Bid against Reference No: \_\_\_\_\_

Date of opening of Bid: \_\_\_\_\_

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. **Bidders are required to mark page number on each page of the bid and mention the exact page number of relevant documents in the table below.** Bidders are advised to attach all supporting documents with this form in the order of the requirement.

<b>S#</b>	<b>Required Documentation</b>	<b>Signature of Bidder</b>	<b>Supporting Document's Name</b>	<b>Page Number in the Bid.</b>
<b>1</b>	NTN Certificate			
<b>2</b>	GST Certificate			
<b>3</b>	On Active Tax Payers List of FBR/Relevant Revenue Board			
<b>4</b>	Undertakings on Letter head (Blacklisting)			
<b>5</b>	Bid Bond/Security			
<b>6</b>	Bid Validity period of 150 days			
<b>7</b>	Original Bidding documents duly signed/stamped			
<b>8</b>	Documentary Evidence (as required in the Evaluation Criteria)			

Sample SERVICE LEVEL  
AGREEMENT

FOR

WAN CONNECTIVITY

BETWEEN

ISP

AND

SECP

*Terms and conditions may change at the time of signing off by both parties with  
mutual agreement*

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 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 one (01) year(s) starting from \_\_\_\_\_ or the purchase order date (As per SECP requirement)

4.2 The term of this agreement shall automatically on expiry be deemed to be renewed for similar successive period with the mutual consent of both the parties .

#### **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 of sample SLA**

S#	Description	Bandwidth	Monthly Charges (PKR)
1.	Head Office to CRO-Lahore	100 Mbps	
Total			

