



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 15/21-22**

### Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from the authorized services providers/principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for following requirements

S. No.	Requirements	Tender Ref No.
1.	Software Subscription and Support renewal of IBM Guardium	T# 15 (i)/21-22
2.	Support services for Huawei Equipment	T# 15 (ii)/21-22

Bidding document for each above mentioned requirement and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **April 05, 2022 by 1100Hrs** and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9195477 / 051-9195437 during office hours (Monday to Friday excluding Public Holidays)

Mr. 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 # 15 (i) 21-22**

2. The Procurement Agency is:

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

3. The Securities and Exchange Commission of Pakistan invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

#### **SOFTWARE SUBSCRIPTION AND SUPPORT RENEWAL OF IBM GUARDIUM**

through

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

4. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Commission. Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.
5. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
6. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
7. The bid validity period shall be 150 days.
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. Bids not accompanied by bid bond/security or with less amount of bid security will be rejected.
9. The amount of the bid and bid security shall be in Pak rupees.
10. 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 allowed and may disqualify the original offer.
11. The rates must be quoted strictly in accordance with our documents and Annex(s).
12. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
13. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
14. 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.

15. In case selected bidder is unable to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
16. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
17. If the bid is withdrawn 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.
18. The language of the bid should be in English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
21. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
22. **Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.**
23. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. shall be rejected without assigning any reason.
24. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
25. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
26. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
27. Required quantities may increase/decrease according to SECP requirement.
28. 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.
29. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
30. After selection if any supplier is not available on ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
31. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
32. SECP shall purchase/get the renewal/support subscription from bidder found in compliance to the requirement mentioned in the bidding document, MUST requirements and lowest w.r.t each amongst all.

33. In case 1st lowest bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder. In case 2nd lowest evaluated bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder.
34. 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.
35. Payment shall be made after delivery, installation and commissioning of complete equipment/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. The expense for renewal of the same will be paid from the annual budget for FY 2022- 23. Taxes will be deducted at source as per Government Rules at the time of payment.
36. In case nature of required license/support renewal is perpetual then WHT @ 15% shall be withheld from the gross amount of the invoice (inclusive of sales tax). Any bidder who has not quoted its financial proposal keeping in view the above mentioned tax treatment, his proposal shall not be considered and rejected without assigning any reason. Any change in future with respect to aforementioned tax treatment shall be dealt and applied as per law.
37. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
38. Unsealed bids will not be accepted.
39. Renewal of Licenses is required before expiry dates mentioned in TORs.
40. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
41. Clarification if any on the requirements may be obtained from [ubaidullah.khalid@secp.gov.pk](mailto:ubaidullah.khalid@secp.gov.pk)
42. The bid security of successful bidder will be retained until renewal of licenses/support and returned after renewal of licenses/support is confirmed. However, bid security of unsuccessful bidders will be returned after award of contract to successful bidder.
43. During the retention period the bid security no interest / markup will be paid on this amount by Commission to bidder at the time of refund/release of bid security.
44. Successful bidders shall be bound to provide the required services/renewal within the delivery period/before expiry.
45. 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.
46. **Bid(s) received after the due date and time i.e. bid submission, will be rejected.**
47. 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.
48. The place of bid destination is:

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

49. The envelopes shall bear the following additional identification marks:

**Bid for:** Software Subscription and Support renewal of IBM Guardium

**Bidder Name:** XYZ

**Attention:** **Arshad Kamal**  
Additional Director, Admin,  
4<sup>th</sup> Floor, NICL Building, 63 Jinnah Avenue Blue Area,  
Islamabad

50. The deadline for the submission of bids is:

**Date:** April 05, 2022  
Time: 1100 Hrs

51. The bid opening shall take place at:

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

**Date:** April 05, 2022  
Time: 1130 Hrs

A statement “Not to be opened before 1130Hrs on April 05, 2022” shall be clearly mentioned on the top of the sealed bid.

**Note: Attachment Details are as under:**

1.	TORs and Evaluation Criteria	Annex “A”
2.	Documentary Evidence Form	Annex “B”
3.	Format of Affidavit/Undertaking	Annex “C”
4.	Sample Agreement	Annex “D”

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

**Terms of Reference**

**Customer Number**                   **502845**  
**Account Name**                   **SECP - Securities and Exchange Commission of Pakistan**

**Contract Details:****IBM Agreement**

**Number:**                               **143421**

**Expiry Date:**                       **30-June-2022**

<b>Product Details</b>	<b>Quantity</b>
IBM Security Guardium Data Protection for Databases Resource Value Unit (MVS) License + SW Subscription & Support 12 Months	16
IBM Security Guardium Vulnerability Assessment for Databases Resource Value Unit (MVS) License + SW Subscription & Support 12 Months	16
IBM Security Guardium Collector Software Appliance Install License + SW Subscription & Support 12 Months	06
IBM Security Guardium Aggregator Software Appliance Install License + SW Subscription & Support 12 Months	02

**Note: Local support from the partner should be quoted separately; SLA will be signed for support from local partner; payment terms for local support will be defined in the SLA.**

**Technical Evaluation Criteria**

<b>Sr. No.</b>	<b>Attributes</b>	<b>Details</b>	<b>Weightage</b>
1.	SW Subscription & Support	01 Year for mentioned quantities	MUST
2.	Partnership	Valid Principal Partnership Letter	MUST
<b>TOTAL</b>			--

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

**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.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	Availability on Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavit(s)			
6	Bid Bond/Security (As applicable)			
7	Bid Validity period of 150 days (As applicable)			
8	Bidding documents duly signed/stamped			
9	Authorized Contact Number and Email Address.			

## Format of Affidavit/Undertaking

**Bidder must submit following undertaking (on stamp paper of Rs.100 ), failing which the bid shall be rejected**

- a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under;
- b) That M/s ..... is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- c) We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- e) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

***Note: In case bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected***

***Name:***

\_\_\_\_\_

***Signature***

\_\_\_\_\_

***Stamp:***

\_\_\_\_\_



**Agreement for Maintenance and Support Services for the IBM Guardium Solution deployed at SECP**

This agreement for maintenance and support services for the *IBM Guardium Solution deployed at SECP* (hereinafter referred to as the “**Agreement**”) is made at Islamabad and executed on

---

**By and Between**

**ABC Company**, with its office located at **XYZ Address**, a company incorporated under the Companies Act, 2017 of Pakistan, with its registered office at **Location** (hereinafter referred to as the “**Vendor**”, which expression shall, wherever the context so permits, mean and include its legal heirs, successors-in-interest and permitted assigns) of the first part;

**And**

**Securities & Exchange Commission of Pakistan**, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997, having its Head Office at NICL Building, 63-E, Jinnah Avenue, Islamabad, Pakistan (hereinafter referred to as “**Commission**” which expression shall include, where the context so permits, its successors in interests, administrators and permitted assigns) of the other part.

The Vendor and the Commission shall individually be referred to as the “Party” and collectively as the “Parties” where the context so permits.

**WHEREAS;**

- a) The Commission requires services for maintenance and support for the *IBM Guardium Solution deployed at SECP*.
- b) The Vendor represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by the Commission.

**NOW, THEREFORE**, in consideration of the mutual representations and covenants 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, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

**1. MAINTENANCE AND SUPPORT SERVICES FOR IBM GUARDIUM SOLUTION:**

The scope of Maintenance and Support services of *IBM Guardium Solution* shall comprise of following activities:

- i. Bug fixing/ Patching the existing versions of the solution, as and when needed.
- ii. Troubleshooting the application of policies in the existing system and confirming that they are producing the desired results.
- iii. Operational support to all the users of the IBM Guardium Solution.
- iv. Amendments in policy implementation, as and when required.
- v. Testing of policies on test servers, before implementation of policies on production servers.
- vi. Reporting on policy violations, scheduled and real-time reports.

**2. OBLIGATIONS OF VENDOR:**

- i. Vendor is obliged to perform all the tasks mentioned in Clause-1 of this Agreement.
- ii. The Vendor shall work on the system as requested by the Commission by deploying one or more resources as necessary to complete the task.
- iii. The service provider will upgrade IBM Guardium Solution and all related technologies to the latest stable release versions available during the contract period.

- iv. The service provider shall take the responsibility of security of the system during the maintenance period.
- v. The vendor will make **quarterly visits for assessment of the environment**, or upon request of the Commission to coordinate and address outstanding issues, train relevant users as and when required by the Commission.

**3. OBLIGATIONS OF COMMISSION:**

- i. The Commission shall pay the agreed price to the Vendor for the maintenance of IBM Guardium Solution in quarterly installments.

**4. TERM:**

The Vendor will provide Maintenance and Support Services for the IBM Guardium Solution deployed at SECP for one (01) year from the date of execution of this Agreement (the “Term”) as per the Commission’s satisfaction.

**5. TERMINATION:**

The Commission reserves the right to terminate this contract upon a 1 month notice at any time during the life of the Agreement in which case, it will be liable to pay for services rendered only up until the time availed from the vendor.

**6. TERMS AND CONDITIONS FOR PAYMENTS:**

- i. The Commission agrees to pay to the Vendor an amount of **PKR XX/-** (in words) (i.e. PKR xx per quarter incl. of all applicable taxes) against the any and all the services to be provided under this Agreement.
- ii. The schedule of payment and timelines for maintenance and support services is as under:

<b>Mile Stone</b>	<b>Amount incl. of taxes to be paid (in PKR)</b>
Quarterly Payment for Maintenance and Support services.	XX,XX /-
<b>Total For 12 Months:</b>	<b>XX,XX/-</b>

- iii. Invoices will be issued to the Commission after each quarter. After the receipt of such invoices from the Vendor, the Commission shall notify vendor of their acceptance of the invoice and make payment within fifteen working days.
- iv. Payments shall be made to the Vendor in the name of “ABC Company” unless otherwise specified and agreed by the Parties and in accordance with the policy and procedure of the Commission.

**7. FORCE MAJEURE:**

- i. Neither Party shall be liable for any delay in or failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident, explosion, fire, shortage of labor or materials, labor disputes, government restrictions, faults in the equipment, act of terrorism or any other cause beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time equal to the time lost by reason of the delay. The affected Party shall notify the other in writing of such events or circumstances promptly upon their occurrence. If an event of Force Majeure uninterruptedly continues for a period of thirty (30) days, the Party not affected by the Force Majeure but by the non-performance of the Party affected by the Force Majeure may terminate this Agreement with a written notice of ten (10) days to the other Party.

**8. REPORTING AND MONITORING:**

- i. Both Parties shall assign a primary contact person that shall be the person duly designated, inter alia, for ensuring level or service and timely execution of work covered by this Agreement

("Primary Contact"). Unless the authorization of a person is duly removed and the same is duly notified in writing to the other Party, the persons who shall initially be the Primary Contact for each Party shall remain such as be mentioned.

- ii. Both Parties shall assign a secondary contact person that shall be the person duly designated, inter alia, for doing all the acts that the Primary Contact is authorized to do subject to the condition that he may only do such things in case the Primary Contact is not available ("Secondary Contact"). Unless the authorization of a person is duly removed and the same is duly notified in writing to the other Party, the persons who shall initially be the Primary Contact for each Party shall remain such as be mentioned.

	Primary Contact Person	Secondary Contact Person
Name:		
Mailing Address:		
Email:		
Landline:		
Mobile:		

#### **9. MODIFICATIONS AND WAIVER:**

- i. Except where provided otherwise, changes to the terms and conditions set forth in this Agreement shall be in writing and approved by all the Parties and any waiver therefrom must be in writing and be signed by the Party waiving its rights, if waiving.
- ii. Any failure or delay by either Party in exercising any right or remedy shall not constitute a waiver.

#### **10. NOTICES:**

- i. All notices required by this Agreement to be given to any of the Parties shall be addressed as follows. The Parties shall forthwith notify the others in case of change in their respective addresses given below:

##### **For SECP:**

Mailing Address: 4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

Facsimile Number: 0519207091

Email: [abc@secp.gov.pk](mailto:abc@secp.gov.pk)

##### **For Vendor:**

For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

Mailing Address: Complete Address here

Facsimile Number: 0000000000

Email: [abc@xyz.com](mailto:abc@xyz.com)

Bank Account: Account Details

#### **11. NON-DISCLOSURE/ CONFIDENTIALITY:**

- i. All material, literature and documents provided by each Party to the other shall be treated as completely confidential and shall not be disclosed, communicated or used in any manner by any of the Parties other than as specified in this Agreement.

- ii. All material, literature and documents provided by each Party to the other shall be returned along with any copies thereof at the time of expiry/termination of the Agreement in such manner as the disclosing Party specifies.
- iii. If any of the Parties is requested or required by law to disclose any confidential information, it is agreed that such Party shall provide the other with prompt notice of such request(s) so that the others may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. It is further agreed that if, failing the entry of a protective order or the receipt of a waiver hereunder, either Party is, in the written opinion of its counsel, compelled to disclose proprietary information under pain of liability for contempt or other material censure or material penalty, such Party may disclose such information to the extent required without liability hereunder.

**12. ARBITRATION:**

- i. The Parties shall attempt in good faith to resolve any controversy or claim through senior level of management. If they are unable to do so within fifteen (15) days, and regardless of the cause of action alleged, the claim shall be resolved by arbitration. Each Party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. Prior to initiation of arbitration proceedings, the aggrieved Party shall give the other Party written notice describing the claim and amount as to which it intends to initiate action. the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English. Each Party shall bear its own attorney's fees and costs related to the arbitration. The arbitration shall take place in Islamabad. The arbitral award shall be binding on the Parties.

**13. RELATIONSHIPS BETWEEN THE PARTIES:**

- i. The relationship between the Parties is one of independent entities and nothing contained in the Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of principal and agent between the Parties.
- ii. The Parties, their personnel, employees (including any individual assigned for any Services), agents or sub-contractors shall not hold themselves out to be an employee, agent or servant or any subsidiary or affiliate thereof nor shall they have any authority/right to bind in any manner.
- iii. The Parties will have no authority to make statements, representations or commitments of any kind or take any other action binding the other Party, except as specifically provided in this Agreement

**14. ENTIRE UNDERSTANDING:**

- i. The terms and conditions set forth in this Agreement constitute the entire understanding between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral, between the Parties, if any, with respect to the subject matter of this Agreement.

**15. GOVERNING LAW:**

- i. This Agreement shall be governed by and construed in accordance with the Laws of Islamic Republic of Pakistan. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the Parties irrevocably submits to civil jurisdiction of the competent courts of law at Islamabad, Pakistan.

**16. NON-EXCLUSIVITY:**

- i. Nothing herein contained is intended to nor shall limit or restrict either Party's ability to enter into similar agreements, understandings or arrangements with other persons, parties or entities.

**17. SEVERABILITY:**

- i. If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force and the invalid provision will subsequently be declared to be severed from the Agreement. If such invalidity or unlawfulness becomes known or apparent to either Party, then all Parties agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of such invalid or unlawful provision.

#### **18. SUPPORT MECHANISM:**

<b>Key Features</b>	<b>Standard Support Offering</b>
Access to IBM Support knowledgebase	24 x 7 x 365
Technical support via email	Included
Technical support via phone	Included
Technical support via onsite sessions	Included
Technical support via remote sessions	Included
Per month support cases	Included
Software downloads, updates and maintenance	Included

**Business Hours:** 09:00 AM – 05:00 PM (Pakistan Standard Time) during business days only

**Business Days:** Monday to Friday except public holidays announced federal/ provincial governments

1. Commission's user department requests for support on the email: [abc@xyz.com](mailto:abc@xyz.com) or through telephone call.
2. The support request is registered in vendor helpdesk system and a ticket is generated. All further communication related to the support request is carried out on this ticket. A ticket assigns a unique identifier (a unique number) to each support request.
3. After successful ticket generation, a ticket email is sent to the requestor. The ticket email assures customer that the support request has been registered and guides on how to use the ticket further. Similarly, the ticket is assigned to one of support engineer, who becomes the owner of the ticket.
4. The support engineer after successfully analyzing and diagnosing the problem communicates the relevant solutions to the customer till the problem is solved and support request is fulfilled. The support is provided through email, telephone, onsite or remote sessions.
5. Once the problem is solved successfully, ticket closing request is sent to the customer along with the feedback form.
6. After the ticket closing request is accepted by the customer, the ticket is closed successfully.

#### **19. ESCALATION MATRIX:**

	<b>Primary Contact Person</b>	<b>Escalation Level-1 Contact</b>	<b>Escalation Level-2 Contact</b>	<b>Escalation Level-3 Contact</b>
Name:				
Mailing Address:				
Email:				
Landline:				

Mobile:				
---------	--	--	--	--

**20. SUPPORT RESPONSE TIME:**

Response Time		
1.	High	02 business hours
2.	Moderate	04 business hours
3.	Low	06 business hours

**High Severity:** means a critical issue, which affects business continuity and causes the Product(s) or OS crash, insecure default settings, and security issues etc.

**Moderate Severity:** means a moderate issue which affects product functionality but does not cause data corruption / loss or software crash.

**Low Severity:** means a non-critical issue or feature request which does not affect the product functionality.

**IN WITNESS WHEREOF** the Parties, acting through their authorized representatives, have put their respective hands on this Agreement on the place, day, month and year hereinabove mentioned.

FOR & ON BEHALF OF COMMISSION

FOR & ON BEHALF OF VENDOR

Name:  
Designation:  
Signature:

Name:  
Designation:  
Signature:

***Note: Attached agreement is a sample agreement and terms and conditions may change at the time of signing off by both parties with mutual agreement.***