

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## **CONTRACT EVALUATION FORM**

### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Institute of Business Administration , Karachi
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Fire Suppression Gas for Main Campus Server Room
- 4) TENDER NUMBER IT/124/2016-17
- 5) BRIEF DESCRIPTION OF CONTRACT Fire Suppression Gas for Main Campus Server Room
- 6) FORUM THAT APPROVED THE SCHEME Purchase Committee
- 7) TENDER ESTIMATED VALUE PKR 4,000,000/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) As per Tender Terms
- 10) TENDER OPENED ON (DATE & TIME) 28-March-2017 / 11:30AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD Free of Cost available on IBA website  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS All presents
- 14) BID EVALUATION REPORT  
(Enclose a copy) \_\_\_\_\_
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Britlite Engineering Company
- 16) CONTRACT AWARD PRICE PKR 3,585,605/- Including Tax
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). M/s. Britlite Engineering Company

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE YES  Domestic
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA 31990/2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	Dawn Jang Daily Aas
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of  
Authorized Officer Imran Batada Director IT



**FOR OFFICE USE ONLY**

***SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi***  
***Tele: 021-9205356; 021-9205369 & Fax: 021-9206291***

Ref: QR-17-054(M1)-IBA-OJ

June 26, 2017

**M/s. Institute of Business Administration**  
Main Campus, University Road, Karachi 25270  
Tel: 021-38104700-1 Ext: 2107

**Attn: Manager Procurement - ICT**

**Subject: Extension of Bid Validity – IBA Tender # IT/124/2016-17**  
**Supply & Installation of Suppression Gas & SLA for Fire Alarm System at Main**  
**Campus IT Room**

Dear Sir,

Reference to the commercial opening of tender # IT/124/2016-17 for the supply of suppression gas & SLA for fire alarm system at main campus IT rooms, we confirm to extend our bid reference no. QR-17-054-IBA-OJ dated March 27, 2017 validity till September 20, 2017.

Please feel free to contact for any clarification if required.

Yours Faithfully  
**For Britlite Engineering Company**



**Owais Jamil**  
(Project Engineer)

**Method and procedure of procurement: National Competitive Bidding (Single Stage – Two Envelope)****MINUTES OF BID OPENING MEETING (Financial)**

A meeting of the procurement committee of this department was held on 29-05-2017 for opening the bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all/ following members of the procurement committee and the representative of bidders.

The following bidders submitted their bids till the deadline of submission:

S.#	Name of Company	Name Person	Contact #	Signature
1	<i>Britlite Engineering Company</i>	<i>OWAIS JAMIL</i>	<i>0321-2884321</i>	<i>[Signature]</i>

The bids were opened at 11:00AM in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee. All the members of the procurement committee signed the page of financial proposal/ bids.

Following is the details of bids announced:

S. No.	Name of Bidder	Offered Price	Amount of Bid Security (5%)	Pay Order No./ Date
1	<i>Britlite Engineering Company</i>	<i>Rs. 135,600 /<sub>2</sub> Rs. 3450005 /<sub>3</sub> Rs. 3585605 /<sub>2</sub></i>	<i>Rs. 185000 /<sub>2</sub></i>	<i>AGKw13mk. P.O 12109330 dt 27-03-2017</i>

The committee shall examine all the bids as per the Qualification/ eligibility criteria provided in the bidding documents, arithmetical checks and verify the documents and bid security submitted by the bidders.

The meeting ended with the note of thanks to and from the chair.

*PO received original*

*[Signature]*  
*29/5/17*

*[Signature]*  
*[Signature]*

*As per*  
*29/5/17*

*[Signature]*  
*29/5/17*

ORIGINAL

Quotation No. QR-17-054-IBA-OJ

Doc. No. TSR-17-026-IBA-OJ

UPL UNITED BANK

UPL UNITED BANK

UPL UNITED BANK

UPL UNITED BANK

*Britlite*

Innovative & Optimal  
Solution Provider

M/s. Institute of Business  
Administration

Tender No. IT/124/2016-17

Commercial Proposal

Supply Suppression Gas & SLA for  
Fire Alarm System at Main Campus IT  
Rooms

*Britlite Engineering Company*

Office : 12-C, First Floor, Seher Lane No. 9, Phase 7, D.H.A., Karachi, Pakistan  
Tel : (92-21)-35341732-6  
Fax : (92-21)-35850163  
E-mail : bec@britlite.net  
URL : www.britlite.net

*Ramish*  
CHAIRPERSON  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION

*[Signature]*  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION

# Britlite

Innovative & Optimum  
Solution Provider

Ref: QR-17-054-IBA-OJ

March 27, 2017

M/s. Institute of Business Administration  
Main Campus, University Road, Karachi 75270.  
Ph: 021-38104700-1 Ext: 2107

Summary

Att: Manager procurement - ICT

Subject: Price Summary - Supply of Firetrace - USA Suppression Gas & SLA for Fire Alarm System at Main Campus IT Rooms  
Tender Reference No. IT/124/2016-17

Dear Sir,

Thank you for the subject enquiry, we are pleased to quote our best prices as follows:

Annexure - A - SLA (Part A)		
1	Service Level Agreement Annual maintenance for existing Fire Alarm System on monthly basis. Refer attached quotation "QR-17-054-IBA(A)-OJ"	120,000
		GST (Services) @ 13% in PKR 15,600
		A - Amount in PKR 135,600

Pak Rupees One hundred thirty five thousand six hundred only.

Annexure - A - Novec 1230 Gas (Part B)		
1	Supply of Firetrace - USA Novec 1230 Fire Suppression System Data Center Room - Dimensions: 23'6" x 14' x 12' (ft) Refer attached quotation "QR-17-054-IBA(B)-OJ"	832,160
2	Supply of Firetrace - USA Novec 1230 Fire Suppression System Testing Area & UPS Room - Dimensions: 7'6" x 8' x 12' + 13' x 10' x 12' (ft) Refer attached quotation "QR-17-054-IBA(B)-OJ"	648,420
3	Supply of Firetrace - USA Novec 1230 Fire Suppression System Battery Room & M.D.A Room - Dimensions: 10' x 10' x 12' + 13' x 10' x 12' (ft) Refer attached quotation "QR-17-054-IBA(B)-OJ"	675,180
4	Supply of Firetrace - USA Novec 1230 Fire Suppression System Data Center Room - Dimensions: 23'6" x 14' x 12' (ft) (As Back-up / Spare) Refer attached quotation "QR-17-054-IBA(B)-OJ"	728,560
		Amount in PKR 2,884,620
		GST (Supplies) @ 17% in PKR 490,385
		Installation Charges in PKR 75,000
		B - Amount in PKR 3,450,005
		(A+B) Total Amount in PKR 3,585,605

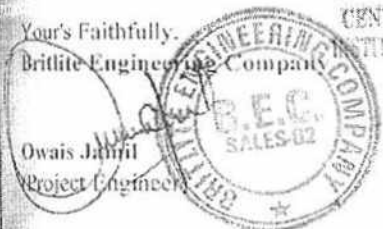
Pak Rupees Three million five hundred eighty five thousand six hundred five only.

The Britlite staff will always be at your complete disposal & we extend our best regards leading to a mutually beneficial professional relationship.

Your's Faithfully,

Britlite Engineering Company

Owais Jaffar  
Project Engineer



*Rizwan Mirza*  
MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

*[Signature]*  
MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

*[Signature]*  
MEMBER (EXTERNAL)  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

**Britlite Engineering Company**

Office : 12-C, First Floor, Seher Lane No. 9, Phase 7, D.H.A., Karachi, Pakistan  
Tel: (92-21)-36341732-6 Fax: (9221)35850163 E-mail: [bsc@britlite.net](mailto:bsc@britlite.net) URL: [www.britlite.net](http://www.britlite.net)  
Display : Plot # 18-C, 4<sup>th</sup> Sunset Commercial Street, Phase-4, D.H.A., Karachi-75500, Pakistan.

Method and procedure of procurement: National Competitive Bidding (Single Stage – Two Envelope)

**MINUTES OF BID OPENING MEETING (TECHNICAL)**

A meeting of the procurement committee of this department was held on 28-03-2017 for opening the technical bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all/ following members of the procurement committee and the representative of bidders.

The following bidders submitted their bids till the deadline of submission:

S.#	Name of Company	Name Person	Contact #	Signature
1	ALJibraTech	Kashif Yaseen	03408668110 Sales@aljibra	
2	ORIENT ENERGY SYSTEM	IRSHAD AZIZ	0346-822 8339	
3	Brillite Eng. Company	OWAIS JAMIL	0321-2884321	
4				
5				

*Jir*  
28/3/17

The technical bids were opened at 11:30AM in the presence of the above mentioned participants and the technical bids submitted/quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee. Following is the details of bids announced:

S. No.	Name of Bidder	Technical Bid Envelope (Original+Copy)	Financial Bid Envelope (Original+Copy)	Pay Order Envelope
1	AL Jibra Tech	Yes + No	Yes + No	Yes
2	Orient Energy System	Yes	Yes	Yes
3	Brillite Eng. Company	Yes	Yes	Yes
4				
5				

The technical committee shall examine all the technical bids as per the Qualification/ eligibility criteria provided in the bidding documents and will announce the results of technical qualified bidders later. The meeting ended with the note of thanks to and from the chair.

*IRSHAD AZIZ*  
Chairman  
*Kashif Yaseen*  
Member  
*OWAIS JAMIL*  
Member  
*Jir*  
28/3/17

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI



**Method and procedure of procurement: National Competitive Bidding (Single Stage – Two Envelope)**

**MINUTES OF BID OPENING MEETING (Financial)**

A meeting of the procurement committee of this department was held on 29-05-2017 for opening the bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all/ following members of the procurement committee and the representative of bidders.

The following bidders submitted their bids till the deadline of submission:

S.#	Name of Company	Name Person	Contact #	Signature
1	Britlite Engineering Company	OWAIS JAMIL	0321-2884321	

The bids were opened at 11:00AM in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee. All the members of the procurement committee signed the page of financial proposal/ bids.

Following is the details of bids announced:

S. No.	Name of Bidder	Offered Price	Amount of Bid Security (5%)	Pay Order No./ Date
1	Britlite Engineering Company	Rs. 135,600 / Rs. 3450005 / Rs. 3585605 /	Rs. 185000 /	ASKWIBANK. P.O 12109330 dt: 27.03-2017

The committee shall examine all the bids as per the Qualification/ eligibility criteria provided in the bidding documents, arithmetical checks and verify the documents and bid security submitted by the bidders.

The meeting ended with the note of thanks to and from the chair.

PO received original

As per  
29/5/17

CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION



## Bid Evaluation Report

1. Name of Procuring Agency: Institute Of Business Administration, Karachi
2. Tender Reference No: IT/124/2016-17
3. Tender Description/Name of work/item: Gas for Main Campus IT Rooms.
4. Method of Procurement: Single Stage Two Envelope
5. Tender Published: SPPRA 11-March-2017 SPPRA-S.No: 31990/2017
6. Total Bid documents sold: (Available on website)
7. Total Bids Received: 03
8. Technical Bid Opening date: (if applicable) 28-March-2017
9. No. of Bid technically qualified (if applicable): 01
10. Bid(s) Rejected: 02
11. Financial Bid Opening date: 29-05-2017
12. Bid Evaluation Report:

S No	Name of Firm or Bidder	Cost offered by the Bidder Unit Price	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s. Britlite	PKR.3,585,605/- all inclusive	1 <sup>st</sup>	Open Market	Lowest & Most Evaluated Bidder	Recommended for award the contract

**Recommendations:** - The offered amount of Rs. 3,585,605/- Complete Project Cost (Inclusive of all applicable taxes) by M/s. Britlite has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid.

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

IBA (Internal Member)

Mr. Syed Jehanzeb

Manager Finance

CHAIRPERSON  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

IBA (Internal Member)

Dr. Rameez Khalid

Academic Director

MEMBER (EXTERNAL)  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

IBA (External Member)

Mr. Haris Quershi

HEJ Karachi University

Technical Evaluation of SUPPRESSION GAS & SLA FOR FIRE ALARM SYSTEM AT MAIN CAMPUS IT ROOMS

IT/115/2016-17

S.no.	Evaluation Criteria:	Al Jibra Techonologies	Orient Energy System	BritliteEngineering Company
	Vendors who will meet the following conditions and submit the documents / statements / information as mentioned in tender documents, will be declared Qualified Vendors while others will be classified as Non-Qualified Vendors.			
1	For qualifying in Technical responsiveness, bidders shall fulfill ALL the requirements as laid out in Annexure A. If any of the requirements is not met by the bidder, the bid will be rejected straightaway.	Yes	Yes	Yes
2	Holding Valid Dealership Certificate for Pakistan from the principal/ manufacturer of the Products (Copy to be provided).	Not provide	Not Provided	3M is the principle manufacture of NOVEC Gas - 3 M letter is attached.
3	Successful completion of at least three (03) similar projects completed within last two years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided.	Not provide	General Client List provided only	Project details is provided but person contact details are not provided.
4	Proof of Company being in operation for at least 3 years or above in Pakistan in relevant business.	Not provide	Provided	Provided
5	Financial proposals of only those vendors will be opened who found technically successful. Financial bids of successful technical bidders will be open and check the complete BOQ with the requirement and compliant of technical and then award the contract to the lowest evaluated responsive bidder, other vendors treated as disqualified.	Non Responsive	Non Responsive	Recommended for opening of Financial Bid as consider as Responsive Bidder
6	Support, warranty will be offered for One-year plan for accessories/Equipment and Ten-year expiry for Novec 1230 Gas.	N/A	N/A	-

IBA reserves the right to accept any model/brand /solution depending upon its requirements and any such decision could not be challenged.

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

MEMBER  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

CHAIRPERSON  
CENTRAL PURCHASE COMMITTEE  
INSTITUTE OF BUSINESS ADMINISTRATION  
KARACHI

Financial Evaluation Sheet Procurement of Fire Suppression GAS & Support for Main Campus Server Room

IT/124/2016-17

SLA - A

S.No.	Item	M/s Britlite Engineering Company
1	Annual maintenance for existing Fire Alarm System for one year	120,000
	GST (Services) 13% in PKR	15,600
	<b>Total</b>	<b>135,600</b>

Supply & Commissioning of Novec 1230 Gas - B

S.No.	Item	M/s Britlite Engineering Company
1	Data Centre Room - Dimensions: 23'6 x 14' x 12 (ft)	832,160
2	Testing Area & UPS Room - Dimensions: 7'6 x 8' x 12 + 13' x 10' x 12'(ft)	648,420
3	Battery Room & MDA Room - Dimensions 10' x 10' x12' + 13' x 10' x 12' (ft)	675,480
4	Data Centre Room - Dimensions: 23'6 x 14' x 12 (ft) (As a Backup / Spare)	728,560
	Amount in PKR	2,884,620
	GST (Supplies) 17% in PKR	490,385
	Installation Charges in PKR	75,000
	Amount in PKR	3,450,005
	<b>Total Amount in PKR ( A + B)</b>	<b>3,585,605</b>

CHAIRPERSON  
 CENTRAL PURCHASE COMMITTEE  
 INSTITUTE OF BUSINESS ADMINISTRATION  
 KARACHI

MEMBER SECRETARY  
 CENTRAL PURCHASE COMMITTEE  
 INSTITUTE OF BUSINESS ADMINISTRATION  
 KARACHI

K050465

144  
24/8/17 S388



**100**  
Rupees



24/8/17  
SUPERINTENDENT  
Stamp Office  
24 AUG 2017

SH/  
Licence No. 123, Shop No. 16, Karim Plaza,  
Gulshan-e-Iqbal, Bl-14, Near Civic Centre Karachi.

S. NO. 004286  
DATE 26 JUL 2017  
ISSUED TO WITH ADDRESS **S. Wajahat**  
THROUGH WITH ADDRESS Advocate  
PURPOSE **A**  
NOT FOR USED BANK GUARANTY/WILL/DIVORCE  
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

AGREEMENT

THIS AGREEMENT is made at Karachi on 28th day of Aug Two Thousand and Seventeen (2017).

BETWEEN

Institution of Business Administration, Karachi, an institution duly incorporated and existing under the laws of Pakistan, having its office at Main Campus Karachi University, University Road Karachi (hereinafter referred to as IBA which expression shall where the context so admits, include its successors and assigns);

And

Watson Telecom Limited, a company incorporated under the laws of Pakistan and having its registered office at Main Walton Road, Opp. Bab-e-Pakistan, Walton Cantt., Lahore

(hereinafter referred to as "Technology Partner or Supplier" which expression shall, where the context so permits, be deemed to mean and include its successors-in-interest and permitted assigns), through its duly authorized representative.

(IBA and the Technology Partner shall hereinafter also be referred to individually as a "Party" and collectively as the "Parties")

NOW THEREFORE in consideration of the mutual covenants hereinafter set out and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties have agreed as under:

1.0 Scope Of Service:

1. Technology Partner will provide a public pool of three different subnets to IBA with the listed numbers.

*SI*

*SI*

- a) A separate point to point pool of 2 addresses for Internet Gateway address and at the ISP termination device.
- b) Subnet mask of /27 for public IP addresses.
- c) Subnet mask of /29 for public IP addresses.
- d) Subnet mask of /29 for public IP addresses.

2. Technology Partner will provide a dedicated CIR bandwidth of 60 Mbps for City Campus with voice & video communication enabled license, Minimum monthly service availability of 99.5% is required.

3. Technology Partner will provide redundant Infrastructure (Transmission, Power Supply, Network, etc and provide Multiple Fiber connectivity from Cable Landing Station to National Wide POPs.

1.1 Installation Site:

- a. IBA, City Campus – Kiyani Shaheed Road, Karachi.

Technology Partner will provide services to the Customer at the following site:

IBA,  
City Campus  
Kiyani Shaheed Road  
Garden, Karachi

1.3 Offices:

Technology Partner has its registered office in Lahore and regional offices at Karachi.

1.4 Contract Price: (Mention in Pakistan Rupees)

Monthly recurring charges of the link are PKR 128,282 /- (Including all applicable taxes) ('the Contract Price')

Payment Schedule:

- Monthly recurring payment would be made after end of each month,
- Payments will be cleared within thirty (30) days of submission of invoice to finance department.

Note: All the payments will be made in Pakistani Rupees.

1. Terms and Conditions

a) Upgrade or downgrade of Capacity

- i. IBA may request an upgrade of the capacity at any time during the Term. The upgrade will be confirmed once IBA sends a written request on its letterhead, duly signed and stamped, to Wateen/Technology Partner at the mutually agreed new rate.



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## b) Termination of Agreement

- i. If either Party commits any material breach of the terms and conditions of this Agreement and fails to remedy the same within a reasonable time period on receiving written notice from the other Party, then that Party may, by 30 days' written notice to the other Party, terminate this Agreement forthwith.
- ii. Wateen reserves the right to terminate this Agreement with immediate effect, if:
  - a. IBA fails to provide Wateen with the documents listed in Clause 2 (a), or
  - b. IBA fails to pay any invoice within forty five (45) days from the date of invoice.

## c) Effect of termination

In the event the Agreement is terminated, the following shall be the consequences:

- i. Unless otherwise agreed in writing by Wateen, all or any sums payable by IBA to Wateen under this Agreement and which are unpaid at the date of termination shall forthwith become due and payable by IBA.
- ii. The provisions of this Agreement shall, to the extent stated or necessarily implied, survive the termination thereof.
- iii. Unless otherwise provided in this Agreement, termination is without prejudice to any other right or remedy of the Parties. Termination of this Agreement does not release either Party from any liability which, at the time of termination, has already accrued to the other Party or which may accrue in respect of any act or omission prior to termination or from any obligation that is expressly stated to survive the termination.

## 4.0 Performance Bond Guarantee:

Within fifteen (15) days after the notification of award of the contract, Technology Partner shall furnish Performance Bond Guarantee in the form of Bank Guarantee of an amount equivalent to 10 % of the total Contract Price. Performance Bond Guarantee shall be payable to IBA as compensation for any loss resulting from the Technology Partner's failure to complete its obligations under the Agreement.

## 5.0 Support Services

### 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.

### Bandwidth Availability

Technology Partner shall render bandwidth availability of 99.5% for designated Customer sites.

### Network Availability

Technology Partner shall render network availability of 99.5% for designated Customer sites.

### Penalties Covered under this SLA

If Technology Partner fails to provide a minimum of 99.5% uptime, the rebate/ Penalty would be charged to the Technology Partner. Amount would be calculated as:



(Monthly charges /720 Hours) X Actual Downtime (Hours)

This would be charged up to a maximum of 5% of the total monthly service charges. Upon failure of link up time compliance (i.e. uptime of 99.5%) of three or more times, IBA Karachi can terminate this Agreement.

## 6.0 FORCE MAJEURE

1. For the purposes of the Agreement, a "Force Majeure" event is a circumstance or situation for which in no event shall the Technology Partner be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, Acts of GOD, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, unauthorized digging by various agencies or other adverse weather conditions, strikes, lockouts or other industrial action.

2. Force Majeure shall not include:

- a) An event, which is caused by the negligence or willful action of a Party or its subcontractor;
- b) An event which a diligent Party could reasonably have been expected to:
  - (i) Have taken into account as at the Effective Date, or
  - (ii) Have avoided or overcome in the course of carrying out its obligations under this Agreement.
- c) Force Majeure shall not include insufficiency of funds or circumstances arising from a failure to make any payment required by or under this Agreement.

3. The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement without delay.

4. Measures to be taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible, and in any event not later than 7 (seven) days following the occurrence of the event concerned, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any Force Majeure event.

## 7.0 Extension of time

Any period, within which a Party must, pursuant to this Agreement, complete any action or task, shall be extended day-for-day up to a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding completion of related Services the Supplier shall promptly notify IBA in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, IBA shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure a delay by the Supplier in the performance of its Delivery and completion of obligations shall render the Supplier liable to the imposition,



of liquidated damages pursuant to contract Clause, unless an extension of time is agreed upon by IBA in writing.

## 8.0 Consultation

Not later than 30 (thirty) days after a Party has become unable to perform a material portion of the Services as the result of an event of Force Majeure, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

## 9.0 CONFIDENTIALITY

- (a) The Parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating to any of the Parties' Services, this Agreement, or business or operations without the prior written consent of the concerned party, unless such disclosure is required by law or regulation or such information has entered the contractual domain other than by a breach of this Agreement. The Parties agree that they will use their best efforts to ensure that their subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.
- (b) Notwithstanding the provisions of the above paragraphs of this clause the Parties may require each other to sign a Confidentiality Agreement on a case-by-case basis before specific information can be made available

## 10.0 GOVERNING LAW

The Agreement shall be governed by the Laws of Islamic Republic of Pakistan and the Courts situated at Karachi shall have the jurisdiction.

## 11.0 FAILURE TO PERFORM

Notwithstanding any remedy that IBA may have against Technology Partner in terms of the Bank Guarantee referred to in Clause 4 hereof, IBA shall have the right to forfeit the Products, or any of them, to claim damages from Technology Partner due to a failure on the part of Technology Partner to perform its obligations in accordance with the terms of this Agreement, by serving 30 days prior written notice if the failure is not cured within notice period of 30 days

## 12.0 NOTICES

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission (such facsimile transmission notice to be confirmed by courier posted within twelve (12) hours) to the address or to the facsimile number of the other Party set out hereunder:

### For IBA:

Name : Imran Batada  
Director ICT

Address: IBA City Campus, Kiyani Shaheed Road, Garden, Karachi. Fax No. 021-99215528



*Handwritten signature or initials.*

For Wateen:

Name \_\_\_\_\_

Att22- Suite # 603, 6th Floor, Parsa Tower, Plot #31-I-A, Block 6, P.E.C.H.S, Main Shahra-e-Faisal, Krachi -- Pakistan.

T: 92 \_\_\_\_\_

F: 92 \_\_\_\_\_

**13.0 CONFLICT OF INTEREST**

No director, employee, agent or any other tier of representative(s) of either Party or its subcontractor shall give to or receive from any director, employee, agent or any other tier of representative(s) of the other Party any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the negotiation, settlement, finalization or performance of any agreement, or enter into any business arrangement with any director, employee or agent of the other Party, without prior written notification thereof to that Party. In case of disregard and/or violation the violating party shall promptly notify to the other party of any violation and/or any consideration received as a result of such violation. Additionally, if any violation has already occurred prior to the date of this Agreement resulting directly or indirectly in the consent of the other party to enter into this Agreement with the violating party, the other party may, at its/his sole option, terminate this Agreement at any time. Neither any party nor its employees, agents, subcontractors nor any other tier of representatives shall make any payment or give anything of significant value to any official of any government or public international organization, including any officer or employee of any government department or agency to influence his or its decision, or to gain any other advantage for the other party in connection with the performance of this Agreement. In case of violation the violating party shall immediately notify to the other party of any such violation and shall immediately reimburse the other party out of any or all monies paid by the other party to the violating party, an amount equal to the amount of the payment or the value of gift to the government official which gives rise to such violation. Each party shall defend and indemnify the other party from and against all losses and expenses arising from and/or due to such violation. In the event of any violation each party may also, at its sole option, terminate this Agreement at any time.

**14.0 RECORD RETENTION AND RIGHT TO AUDIT:**

IBA shall ensure that it and its representatives maintain true and correct records in connection with the Services to be performed under the Agreement and all related transactions and retain all such records for at least twelve (12) months after termination of this Agreement for any reason to audit any and all records of IBA and its representative for the purpose of determining whether there has been compliance with the this Agreement.

**15.0 REGULATORY COMPLIANCE**

**(a) Both parties**

The Parties acknowledge and agree that both shall comply with all the national laws that are applicable to the Parties under this Agreement and shall indemnify the other party of all the losses, damages and other expenses incurred by Technology Partner due to the breach of such compliance

**(b) Changes in Law and Regulations**

In the event of any change in relevant law, regulation or policy, which is prejudicial to the business interest of the parties involved, the Parties shall have the right to terminate this Agreement without further liabilities upon issuing a one (1) month notice.



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## 16.0 Entire Agreement

This Agreement constitutes the entire agreement between the IBA and the Technology Partner and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.

## 17.0 Corrupt Practices

IBA as well as Bidders, Suppliers, Contractors, subcontractors, Architects and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this Contract, the IBA:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution; and
  - (i) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IBA, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time if at any time IBA determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing Contract.

IBA will cancel the portion of a Contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged by representatives of IBA or by Supplier during the procurement or the execution of contract.

## 18.0 Incoterms

- (a) Unless otherwise specified, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) The terms EXW, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids.

## 19.0 Amendment

No amendment or other variation of the Agreement shall be valid unless it is in writing, is dated, expressly refers to the Agreement, and is signed by a duly authorized representative of each Party thereto.

## 20.0 Non-waiver

- (a) No relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Agreement or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that party under the Agreement, neither shall any waiver by either party of any breach of Agreement operate as waiver of any subsequent or continuing breach of Agreement.
- (b) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.



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## 21.0 Severability

If any provision or condition of the Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

## 22.0 Settlement of Disputes

1. The IBA and the Technology Partner shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Agreement.
2. If the Parties fail to resolve such a dispute or difference by mutual consultation within fourteen (14) days from the commencement of such consultation, either Party may adopt the following formal mechanisms:

### Adjudication:

Either Party may move to the notification of Arbitration.

The Adjudicator shall give his or her decision in writing to both Parties within twenty-eight (28) days of a dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either IBA or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon IBA and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

The Adjudicator shall be paid an hourly fee plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the IBA and the Supplier.

Should the Adjudicator resign or die, or should IBA and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by IBA and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party or by the IBA, or if no Adjudicator can be appointed the Contract shall from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

If either IBA or the Supplier is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to him or her or if both parties are unable to appoint the new adjudicator, then either the IBA or the Supplier may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute, in respect of which a notice of intention to commence Arbitration has been given, shall be finally settled by Arbitration. Arbitration may be commenced prior to or after delivery or Installation of goods or system.

Notwithstanding any reference to the Adjudicator or arbitration:

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- (b) IBA shall pay the Supplier any monies due the Supplier.

Other rules of procedure for arbitration proceedings are:

The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended. Each party shall nominate one Arbitrator. The two Arbitrators shall initiate arbitration proceedings at Karachi. In case the two arbitrators do not reach any agreement, a third Arbitrator shall be selected by the two Arbitrators. If two Arbitrators cannot reach an agreement on the nomination of the 3rd arbitrator, then the third arbitrator will be nominated by the Chairman HEC. The award of the majority of the arbitrators shall be final and binding on both parties. Each party shall bear the cost of its own Arbitrator and the cost of the third Arbitrator shall be borne equally by both parties. In the event of an arbitrator resigning or becoming incapable or unable to act, the party nominating such arbitrator shall be entitled to appoint another in the

place of the outgoing Arbitrator. Proceedings shall continue without recommencing as if such Arbitrator had been originally nominated. The Chairman of the HEC shall nominate an arbitrator for a party, who fails to do so.

### 23.0 Subcontracting

The Supplier shall notify the IBA in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. In case of conflict between the terms of the present agreement and a subcontract for services to be provided by the Technology Partner in pursuance to this Agreement, the Terms of the Present Agreement shall take precedence over the terms of the Sub-Contract. The Technology partner hereby undertakes that any and all such clauses shall be considered null and void by either the parties if it is in direct or indirect conflict with the terms of this Agreement.

### 24.0 Specifications and Standards

#### Technical Specifications and Drawings

- (a) The Supplier shall ensure that the related Services comply with technical specifications and other provisions of the Contract.
- (b) The Goods and Related Services supplied under this contract shall conform to the Standard Bidding document mentioned in Annexure A, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods and country of origin.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the IBA.

### 25.0 Packing and Documents

The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements and in any other instructions ordered by the IBA.

### 26.0 Inspections and Tests

The Supplier shall at its own expense and at no cost to the IBA carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.

The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Pakistan, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the IBA.

The IBA or its designated representative shall be entitled to attend the tests and/or inspections, provided that the IBA bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the IBA. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the IBA or its designated representative to attend the test and/or inspection.

The IBA may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the IBA with a report of the results of any such test and/or inspection.

The IBA may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the IBA, and shall repeat the test and/or inspection, at no cost to the IBA.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the IBA or its representative, nor the issue of any report pursuant to shall release the Supplier from any warranties or other obligations under the Contract.

#### 27.0 Change Orders and Contract Amendments

IBA may at any time order the Supplier through notice to make changes within the scope of the Contract in any one or more of the following:

- the Related Services to be provided by the Supplier.
- If any such change causes an increase or decrease in the cost of, or the time required for, the Technology Partner's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Technology Partner for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Technology Partner's receipt of IBA's change order.
- Any expenses/Prices to be charged by the Technology Partner in pursuance of such a change order or otherwise or for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties in writing and shall not exceed the prevailing rates charged to other parties by the Technology Partner for similar services.



IN WITNESS WHEREOF the parties hereto have set their respective hands on the day and year first above written.

Notices:



For and on Behalf of TBA Karachi

Name: Imran Babada



For and on Behalf of Wateen Telecom Limited

Name: Junaid Sheikh

Designation: Director ICA

Designation: Chief commercial Officer

Witnesses-1:



1) Signature

Name: Syed Mahmood Wajeeh Zaidi

Address:

Witnesses-2:



2) Signature

Name: Syed Fuzail Hussain

Address: Wateen Telecom Limited

Junaid  
24/08/2017



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Standard Service Level Agreement



Wateen Telecom / Wateen Solutions

Service Level Agreement

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

1. Scope 1

1.1 This agreement shall be Operational Support Services (OSS) to be provided to customer by Wateen telecom

1.2 Wateen Shall provide OSS inclusive of

1.2.1 Incident reporting and ticket service available 24x7x365

1.2.2 Helpdesk support service available 24x7x365

1.2.3 On-call and on-site support services available as per agreed term

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 Wateen's upstream service provider for accessing the internet

1.4 OM 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

1.4.3 DVB/VSAT

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 Wateen Enterprise Network Operations Center (ENOC)

1.5.2 Other incidents classified as follows shall not be considered in this Operation and support agreement

1.5.2.1 Testing Request: Any testing request about Wateen services by customer in order to verify parameters of customer end network

1.5.2.2 Request for support: any additional request for support (e.g. configuration changes) that is not covered under this operation and support

1.5.2.3 Service up gradation and / or down gradation

2. Services

2.1 Incident Reporting and Ticketing

2.1.1 The customer shall record the incident at the Wateen ENOC 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 Wateen ENOC shall be 111-WATEEN or through an email sent to servicedesk@wateen.com

2.1.3 The Wateen 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 Wateen, regarding that specific incident

2.2 Enterprise NOC Support

2.2.1 Wateen 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 Wateen Shift Engineer shall engage respective back end subject matter expert teams to resolve the issue remotely and shall forward the TT to the designated Wateen field engineering support team with respect to the type of problem
- 2.2.3 In case the problem requires Field Engineering Support, the designated Wateen FE shall subsequently contact the customer with the reference TT. Wateen 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 Wateen FE shall visit the designated customer site
- 2.3.2 On-site support call shall be provided by Wateen as follow:
  - 2.3.2.1 Within 06 hours; in cities where Wateen has permanently stationed FE(s)
  - 2.3.2.2 Within 24 hours; where a Wateen 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 Wateen office
  - 2.3.2.3 Within 48 hours: Where a Wateen FE is not permanently stationed and the customer site is reachable by road and/or by rail from the nearest Wateen office
- 2.3.3 In the event that an IRC remains unresolved beyond 72 hours, the customer shall have the privilege to escalation the IRC to higher level at Wateen as defined in Escalation Matrix

### 3. Initial Troubleshooting Steps

Wateen is striving to enhance and maintain the quality of service. One of our primary goal 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 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 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 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 - Wateen 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**

3.1 The duration of this agreement shall be 01 year(s) starting from the <Issuance of purchase order / Date of Signing of Agreement between both parties>.

3.2 The term of this agreement would be automatically renewed for next three months unless a termination notice is received from either party

**5. Site Coverage**

1.1 Wateen shall provide the maintenance support services for the link installed at sites <Institute of Business Administration, City Campus, Karachi>, Pakistan

**6. ENOC Service Desk**

Wateen 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:

Phone Number	111-WATEEN
Email ID	servicedesk@wateen.com

**5.1 How to open Trouble Ticket**

5.1.1 If issue is not resolved by the above troubleshooting steps (defined in clause No. 3) then, Customer shall contact Wateen by dialing 111-Wateen or email at [servicedesk@wateen.com](mailto:servicedesk@wateen.com) and copying [smenoc@wateen.com](mailto:smenoc@wateen.com)

5.1.2 On filing/logging the complaint, ENOC will issue TT to customer.

5.1.3 Customer must save the number for future correspondence with reference to this particular issue.

5.1.4 Nature of issue along with below information must be shared by customer for locking / registering complaint.

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

**5.2 Hours of coverage**

5.2.1 Wateen service engineer shall be available on -call 24x7x365

**5.3 Wateen Engineers Permanently stationed**

5.3.1 To provide On-site support services, Wateen Field Engineers (FEs) are permanently stationed in the cities of:

- 5.3.1.1 Lahore
- 5.3.1.2 Karachi
- 5.3.1.3 Islamabad
- 5.3.1.4 Rawalpindi
- 5.3.1.5 Abbottabad
- 5.3.1.6 Peshawar
- 5.3.1.7 D.I.Khan
- 5.3.1.8 Jhelum
- 5.3.1.9 Gujrat
- 5.3.1.10 Gujranwala
- 5.3.1.11 Sialkot
- 5.3.1.12 Sheikhpura
- 5.3.1.13 Okara



- 5.3.1.14 Sahiwal
- 5.3.1.15 Sargodha
- 5.3.1.16 Faisalabad
- 5.3.1.17 Multan
- 5.3.1.18 Bhawalpur
- 5.3.1.19 R.Y.Khan
- 5.3.1.20 Sukkur
- 5.3.1.21 Hyderabad
- 5.3.1.22 Quetta

**5.4 Escalation Procedure**

5.4.1 ENOC initial response which includes performing initial troubleshooting and generation of trouble ticket will be done as per following:

- 5.4.1.1 For aggregation/ Critical site (Severity - 1) 15 minutes
- 5.4.1.2 Non-aggregation site (severity -2) 30 minutes

**5.5 Problem Escalation Matrix**

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

Escalation Level	Escalation Contact Detail	Escalation Time (Aggregation Site)	Escalation Time			Escalation Email
			Site where IT is not stationed and site is reachable through Air travel	Site where IT is not stationed and it is reachable through road	Site where IT is not stationed and it is reachable through road	
Level 1	Wateen ENOC 111 Wateen 111 928 336	Immediate	Immediate	Immediate	Immediate	<a href="mailto: servicedesk@wateen.com">servicedesk@wateen.com</a>
Level 2	Shift Manager 0321-1002157	After 2 hours	After 4 hours	After 12 hours	After 24 hours	<a href="mailto:smcnoc@wateen.com">smcnoc@wateen.com</a>
Level 3	Muzzammil Haroon Jan Head of NOC 0321-8420861	After 6 hours	After 4 hours	24 hours	48 hours	<a href="mailto:muzzammil.haroon@wateen.com">muzzammil.haroon@wateen.com</a>
Level 4	Jauher Ali Director Network Engineering 0321-1002425	After 12 hours	After 6 hours	36 hours	50 hours	<a href="mailto:jauher.ali@wateen.com">jauher.ali@wateen.com</a>



**6. 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

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6.1 Bandwidth Availability

6.1.1 Wateen shall render bandwidth availability of 99.5% for designated customer site

6.2 Network Availability

6.2.1 Wateen shall render network availability of 99.5% for designated customer site

6.3 General

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

6.3.2 SLA measurement shall be conducted one each quarter to assess the performance of service and to decide the penalties for failure to conform to the SLA

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

6.3.4 After the commencement date of SLA, in the event that Wateen fails to conform to the SLA in a specific month, the customer shall grant Wateen a grace period of 14 days to improve the services to a level such that services conform to the SLA

6.3.5 If Wateen fails to conform to the SLA after 14 days of the Grace Period given by the customer, then Wateen shall be liable for penalties, as defined below, for the number of days of non-conformant to the SLA from the last day of grace period up to the date that services are conformant to the SLA

6.3.6 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

6.3.7 Any impact of Wateen services caused due to reason stated below shall be beyond the scope of this SLA:

6.3.7.1 Customer equipment/software faulty

6.3.7.2 Actions undertaken by customer personnel in contravention to recommendations by Wateen

6.3.7.3 Failure on part of the customer to allow Wateen personnel access to the Customer Site or Equipment or Services area required to render by Wateen

6.3.7.4 Reason of Force Majeure

7. Penalties Covered under this SLA

If service provider is fails to provide minimum 99.5% uptime, rebate/ Penalty would be charged to service provider. Amount would be calculated as:

(Monthly charges /720 Hours) X Actual Downtime (Hours)

This would be charged up to a maximum of 5% of the total monthly service charges.

Failure of three more times in terms of link up time compliance (i.e. uptime of 99.5%), IBA Karachi can terminate the contract.



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