



SERVICE LEVEL AGREEMENT (SLA)

Introduction

This Service Level Agreement is made at 30 day of December 2015 and is effective for the period.

BY & BETWEEN

IBA, institution of Business Administration, Karachi as Institute duly incorporated under the laws of the Islamic Republic of Pakistan having its office Main Campus Karachi University, University Road, Karachi Pakistan (hereinafter referred to as "**Purchaser**") which expression shall where the context so admit, include its administrators and successors in interest of the one part;

AND

COMMTTEL a company incorporated under the laws of Pakistan, having its office at C-37, Block-4, Clifton, Karachi, Pakistan (hereinafter referred to as the "**Service Provider**", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns) of the other part;

(The, IBA and the COMMTEL are hereinafter also referred to collectively as the "Purchaser" and "Service Provider").

Purpose of this document

This Service Level Agreement (SLA) forms a contract between Purchaser and Service Provider, for the support & services to IBA and that shall cover hardware repair and/or replacement.

AND WHEREAS Service Provider is engaged in the business of services of prevention maintenance and corrective maintenance, IT Information solutions and its operation systems (hereinafter referred to as Equipment – As per Appendix – I).

WHEREAS Customer is desirous of availing prevention maintenance and corrective maintenance of the equipment as mentioned in Appendix – I to this agreement, in accordance with the terms and conditions mentioned below.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. PREVENTIVE & CORRECTIVE MAINTENANCE

Corrective & Preventive maintenance (as per Appendix – II) shall be performed on the equipment mentioned in the Appendix – I and the operating system.

Corrective maintenance calls may be registered in person or by telephone or by email as per Appendix – III.

2. EXCLUSION

Services provided by this agreement do not included:

- a. Repair for damage resulting from catastrophes such as fire, flood, acts of God, or strike, riot, and insurrection, acts of war or disaster.
- b. Repair of damage resulting from accident, misuse, or operator abuse. Physical damage would be verified by inspection of the goods in presence of the customer. Service Provider will perform all operations in presence of customer personal to avoid any damage caused by Service Provider. The misuse / operator will be verified using LOGS on the appliances that would incorporate changes in configuration.
- c. Services associated with interface problems on systems not supported by Service Provider.
- d. Repairs made to the equipment by a non Service Provider's employee or person not authorized by Service Provider to carry out the same.
- e. Services of equipment not owned or leased by the Customer.
- f. Software support, system backup and data reconstruction. This constitutes of software / system backup / data reconstruction of any devices other than the appliances involved in this agreement. Further system backup of the appliances should be saved by the customer on regular bases after every change which can be used to restore prior configuration.
- g. Identification and removal of computer viruses.

3. CUSTOMER’S ASSISTANCE

Service Provider shall have full and free access to information on the listed equipment to provide the services contracted for, at the times, scheduled for such services.

Customer shall provide adequate working space, communication and other facilities within reasonable distance of the equipment for use by the Service Provider maintenance personnel. New Configuration required by Customer shall be intimated to Service Provider and shall be done in consent with Service Provider, especially if third party equipment is integrated with the current setup.

4. FORCE MAJEURE

Service Provider shall not be liable for any delay in performance with respect to any of its obligation hereunder when such delay is directly or indirectly caused by or in any manner arises or result from fire, floods, earthquake accident, riot, war, govt. interference, strikes of labor, delay in delivery of material by supplier, act of any Govt. or any agency therefore etc. beyond its control. Services shall be deemed suspended so long as any such causes delay in execution .Whenever such causes have been remedied, Service Provider shall make and Customer shall accept service performance as set out in this agreement.

5. PAYMENT SCHEDULE

The payment of this contract / SLA shall be paid in installments. Payment would be made on Quarter Basis, after the completion of each quarter (the same was already given in the tender document as well).

6. TERMS AND TERMINATION

This Agreement shall, as from the Effective Date, remain in force for a period of One Year commence from _____ and on expiry _____.

The term of this Contract shall be 1(One) year from the Effective Date, this contract shall be renewed on the mutual agreement of both the parties.

Either party may terminate this Contract if the other breaches a material term or condition of this Contract and fails to cure such breach following thirty (30) days written notice given by the affected party.

7. RENEWAL

- a) From expiry of the service tenure of this agreement, a new support contract will be signed after mutual consent of Purchaser and the Service Provider. Amount of the contract will be charged as per the below table, if Purchaser agree with the performance.
- b)

SLA Financial Proposal 2nd Year

Description	ITEM	Unit Price	GST 14%	Total
SLA Annual Charges for 2nd Year	Price for Hardware	823,104	115,235	938,338
	Price for Services	200,000	28,000	228,000
Grand Total Amount 2nd Year SLA Hardware and Service Including GST.				1,166,338

SLA Financial Proposal 3rd Year

Description	ITEM	Unit Price	GST 14%	Total
SLA Annual Charges for 3rd Year	Price for Hardware	905,414	126,758	1,032,172
	Price for Services	200,000	28,000	228,000
Grand Total Amount 3rd Year SLA Hardware and Service Including GST.				1,260,172

8. CONFIDENTIALITY

The Service Provider agrees that the confidential information received by it shall be kept strictly confidential and shall not be disclosed. The obligation of the Service Provider hereto under this agreement shall remain valid and in full force even after termination of this agreement.

9. APPLICATION LAW

The validity, applications, interpretation and implementation of this agreement and any dispute controversy and claims shall be governed by the laws of Pakistan. The Parties shall submit to the exclusive jurisdiction of the courts in Karachi.

10. WAIVER

The delay or failure on the part of one Party to insist upon the performance of any of the terms, conditions and covenants of the Contract or this Document to exercise any rights hereunder shall not constitute a waiver or future performance of such terms, condition or covenants or the future exercise of such rights. For any waiver to be effective, it must be in writing and shall be signed by both the Parties.

11. MISCELLANEOUS

All notices and other communication to be sent by either party to the other shall be duly communicated if delivered to the other party at its address stated above in writing, provided that either party may at any time designate a different address to which notices or other communications are thenceforth to be sent.

Any notice, documents or other writing required by this Agreement to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or sent by telex or facsimile or e-mail and received by the addressees.

12. DISPUTE RESOLUTION

All disputes arising out of this Contract shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of the two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or incase the Arbitrators do not agree by an Umpire appointed in writing by the Arbitrators before entering upon the reference the Umpire shall sit within the Arbitrators and preside at their meetings and the making of an award shall be conditioned precedent to any right of action against the party in breach of the terms and conditions of this Contract.

IN WITNESS WHEREOF both Parties have caused this Service Level Agreement to be validly executed by their duly authorized officers in duplicate originals on the dates and in the places hereinafter indicated. Jai

1. For and on behalf of
IBA hereinafter referred to as "Purchaser"

Name: Imran Batool

Title: Head ICT

Signature: [Signature]

Company Stamp: _____

Witness:

Name: Syed M. Waheed Zaidi

Title: Manager IT

Signature: Jai

Company Stamp: _____

3. For and on behalf of
COMMTel hereinafter referred to as "Service Provider"

Name: Kashif Latif
Assistant Manager
Title: Contracts & Support
Signature: [Signature]
COMMTel

Company Stamp: _____

Witness:
Name: Saad Alam
Title: Head of operation
Signature: [Signature]
COMMTel

Company Stamp: _____



Appendix – I

BOQ		
Sr.#	Description	Qty
A. Price of the Hardware		
	Video Conferencing Networking Equipment & Accessories :	
1.	Cisco/Tandberg Telepresence C60 Serial No. B1AD45B00061	1
2.	CISCO Telepresence IP VCR 2210	1
3.	CISCO Telepresence Precision HD Camera 12X	2
4.	Wireless Microphone WS-5200	2
5.	Wireless Microphone WS-5300	2
6.	Wireless Microphone WS-5220	2
7.	Peavey 20 Mixer	2
8.	Aver Vision Document Camera Serial No. 5300145300235	1
9.	TOA Speaker	6
10.	TOA Amplifier	2
11.	Cisco/Tandberg T-990 MXP Serial No: 30A57476	1
12.	Additional Cameras Sony Brand Model EVI D100P	2
13.	Sony Camera Controller RM-BR300	1
14.	Interactive Pen Display	2
B. Price of the Services		
	Duration:	
a.	Software Upgrades for one year	
b.	Hardware Warranty for one year. *	
c.	Telephone Support	
d.	2-hour response time in Karachi, Lahore and Islamabad	
e.	Collaboration in solving network issues	
f.	Temporary backup support	
g.	Onsite Diagnostic support	
h.	Online Services	

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Appendix – II

Standard Customer Core Services:

- a. Software Upgrades for one year
- b. Hardware Warranty for one year. *
- c. Telephone Support Unlimited for one year.
- d. 2-hour response time in Karachi, Lahore, Islamabad and Dubai.
- e. Collaboration in solving network issues.
- f. Temporary backup support.
- g. Onsite Diagnostic support.
- h. Online Services. *Sw*



Appendix – III

Escalation Matrix

Direct mail on first priority

Support@commtel.ae

POINT OF CONTACT 1	
KARACHI	Name: Saad Alam Mobile Number: 03432517610 Email: saad.alam@commtel.ae
POINT OF CONTACT 2	
KARACHI	Name: Kashif Latif Mobile Number: 03218230293 Email: kashif.latif@commtel.ae
POINT OF CONTACT 1	
LAHORE	Name: M. Ahmed Khan Baloch Mobile Number: 0321823289 Email: muhammad.ahmed@commtel.ae
POINT OF CONTACT 2	
LAHORE	Name: Hasan Mehboob Mobile Number: 03218230373 Email: hassan.mahboob@commtel.ae
POINT OF CONTACT 1	
ISLAMABAD	Name: Ziyad bin Mehtab Mobile Number: 03218230283 Email: ziyad.mehtab@commtel.ae
POINT OF CONTACT 2	
ISLAMABAD	Name: Adil Khan Mobile Number: 03218230284 Email: adil.khan@commtel.ae

The preferred method of communicating support issues is via email. Alternatively, issues can be reported verbally in the event of emergencies.

Office Locations

The Service Provider at the following locations.

Ref.	Location
1- Karachi	Karachi – Pakistan C – 37, Block-4, Clifton, Karachi T: + 92 21 3582 2467 + 92 21 3587 9927 – 28 F: + 92 21 3536 0305

2- Lahore	Lahore – Pakistan 2nd Floor, Plaza # 46, Z Block Commercial Area, DHA Lahore T: + 92 42 35692 861 F: + 92 42 35692 862
3- Islamabad	Islamabad – Pakistan House No. 62, Khayaban-e-Suharwardy, G-6/4, Islamabad T: +92 51 8444 577 F: +92 51 8444 677,
4- Peshawar	Peshawar / Khyber Pakhtunkhwa (KPK) – Pakistan FF 203-208, 1st Floor, IT Park, Deans Trade Center, Peshawar / Khyber Pakhtunkhwa (KPK) T: +92 91 5284277

Signature

