

Service Level Agreement for CISCO Core Network Switches

IBA, Karachi

Project Summary

IBA, Karachi required service level agreement for the support/warranty and maintenance of CISCO Core Network Switches for only one quarter or 03 months. The main objectives of the project are mentioned below;

- a) The service provider will be responsible for the smooth functioning, fully operational and perform properly of already installed hardware as per BOQ.
- b) The service provider should provide support / warranties of IT equipment and components requested in BOQ.
- c) Critical: Urgent response and replace faulty parts.
- d) The service provider should be responsible for handle level 2 and level 3 technical support issues.
- e) The service provider should be responsible log ticket to CISCO Tech Support for Critical Hardware.
- f) The service provider must provide backup or replacement of any hardware in case of delay in part replacement with the same or higher specification hardware.
- g) The service provider should provide onsite comprehensive replacement Warranty, period of 3 months is mandatory which includes replacement of the Network Equipment (if necessary) without any additional cost.

Article I

DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the "SLA of CISCO Core Network Switch", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of CISCO Core Network Switch to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed SLA of CISCO Core Network Switch.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of SLA of CISCO Core Network Switch in accordance with the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

- 2.3 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SERVICE PROVIDER" accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.6 SERVICE PROVIDER will ensure the following:
- The Service Provider will be responsible for the smooth functioning, fully operational and perform properly of already installed hardware as per BOQ.
 - The Service Provider should provide support / warranties of IT switch and components requested in BOQ.
 - Critical: Urgent response and replace faulty parts.
 - The Service Provider should be responsible for handle level 2 and level 3 technical support issues.
 - The Service Provider should be responsible log ticket to CISCO Tech Support for Critical Hardware.
 - The Service Provider must provide backup or replacement of any hardware in case of delay in part replacement with the same or higher specification hardware.
 - The Service Provider should provide onsite comprehensive replacement Warranty, period of 3 three months is mandatory which includes replacement of the Network Switch (if necessary) without any additional cost.
 - The Service Provider must provide backup in case of delay in delivery of relevant model, as specified above.

Article III **REMUNERATION**

- 3.1 The charge(s)/cost(s) offered by the Service Provider is **Rs. _____ (inclusive of all taxes)** SLA of CISCO Core Network Switches vide RFQ # 0754-3318, variation may have occurred. The cost is inclusive of labor /transportation /supplies /etc. Details or Bill of Quantity of items are appended below;

a) Bill of Quantity

Item	Product Number	Serial Number	Description	Quantity	Service Required Period in Months	Service Charges per Month (exclusive taxes)	Total Service Charges for 3 Three Months (exclusive taxes)
CISCO Core Switches	N9K-C9504-B3	FOX2013G286	NAME: "Chassis", DESCR: "Nexus9000 C9504 (4 Slot) Chassis"	1	3		
	N9K-X9464TX	SAL2008YWHW	NAME: "Slot 1", DESCR: "48x1/10G-T"				

		4x40G Ethernet Module"
N9K-X9464PX	SAL2011MBHR	NAME: "Slot 2", DESCR: "48x1/10G SFP+ 4x40G Ethernet Module"
N9K-C9504-FM	SAL2017PEHQ	NAME: "Slot 22", DESCR: "Fabric Module"
N9K-C9504-FM	SAL2017PEHS	NAME: "Slot 23", DESCR: "Fabric Module"
N9K-C9504-FM	SAL2017PMDL	NAME: "Slot 24", DESCR: "Fabric Module"
N9K-C9504-FM	SAL2019Q44Q	NAME: "Slot 26", DESCR: "Fabric Module"
N9K-PAC-3000W-B	DTM194902DA	NAME: "Slot 33", DESCR: "Nexus9000 C9504 (4 Slot) Chassis Power Supply"
N9K-PAC-3000W-B	DTM194902ED	NAME: "Slot 34", DESCR: "Nexus9000 C9504 (4 Slot) Chassis Power Supply"
N9K-PAC-3000W-B	DTM194902PJ	NAME: "Slot 35", DESCR: "Nexus9000 C9504 (4 Slot) Chassis Power Supply"
N9K-PAC-3000W-B	DTM194902PR	NAME: "Slot 36", DESCR: "Nexus9000 C9504 (4 Slot) Chassis Power Supply"
N9K-C9504-FAN	FOX2003GA3G	NAME: "Slot 37", DESCR: "Nexus9000 C9504 (4 Slot) Chassis Fan Module"
N9K-C9504-FAN	FOX2003GA43	NAME: "Slot 38", DESCR: "Nexus9000 C9504 (4 Slot) Chassis Fan Module"

	N9K-C9504-FAN	FOX2003GA40	NAME: "Slot 39", DESCR: "Nexus9000 C9504 (4 Slot) Chassis Fan Module"				
Total Amount of Service Charges for 3 Three Months (exclusive taxes)							
13% SST							
Total Amount of Service Charges for 3 Three Months (inclusive of all taxes)							

3.2 Liquidity damages:

- In case of breach of SLA calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.
- If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days' prior notice.
- In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- Performance Security 5% of total amount of Purchase/Work Order will be provided by "THE SERVICE PROVIDER".
- Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by THE SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

3.6 Monthly Payment will be made as follow.

- Payment would be made within thirty working days after submission of commercial invoice and satisfactory services.
- Invoice / bill should be submitted to Procurement Department after acknowledgment by Manager IT at the end of every month.

Article IV

SUPPORT & MAINTENANCE TERMS FOR ONE QUARTER OR THREE MONTHS

- The quarterly Support and Maintenance of the SLA of CISCO Core Network Switches shall include the following activities;
 - Three 03 months maintenance support with parts, for all the SLA of CISCO Core Network Switches listed above.
 - The Service Provider will be required to undertake Support and Maintenance for the CISCO Core Network Switches.

- c. Break down call shall be attended immediately as per SLA.
- d. Network Switches and their components whenever called upon by the IBA.
- e. The Service Provider will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- f. Back to back support for items mentioned in the BOQ from service provider.

Article V

SLA TIME MATRIX

5.1 THE SERVICE PROVIDER shall provide the required services as per SLA matrix given below: -

Network Switches	SLA Matrix for Prime Hours		SLA Matrix for Non-Prime Hours	
	Max. Response Time	Max. Rectification Time	Max. Response Time	Max. Rectification Time
SLA of CISCO Core Network Switches and related accessories.	1 Hour	2 Hours	2 Hour	4 Hours

5.2 The time mentioned in above table shall not be counted as 'Down Time'. In case the Service Provider is permitted for providing Stand-By switch / part in replacement of faulty switch / part till the faulty switch / part is repaired / replaced in order to complete removal of the fault, the purchaser may relax the period for which standby switch / part is placed from counting the downtime for the said item subject to a maximum period of 5 days.

5.3 In case of three repetitive faults in any switch due to same reason in a quarter, the time as mentioned in the above table shall be added to the downtime while calculating the overall down time for that quarter and Service Provider shall replace the defective component / part with new one within three days.

5.4 Comprehensive Support Level agreement of CISCO Network Switches with part is required.

Article VI

FUTURE DEVELOPMENTS AND UPGRADES

- 6.1 THE SERVICE PROVIDER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 6.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.
- 6.3 From expiry of the service tenure of this agreement, a new support contract will be signed after mutual consent of IBA and the SERVICE PROVIDER.

Article VII

DATA PROTECTION

- 7.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the SERVICE PROVIDER shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the SERVICE PROVIDER personnel designated for the purpose of Services have access to the Data.

- 7.2 The SERVICE PROVIDER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- (a) comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
 - (b) use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
 - (c) not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the SERVICE PROVIDER within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
 - (d) observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
 - (e) take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of the SERVICE PROVIDER (or of any of the SERVICE PROVIDER's sub-contractors) requiring access to any Data gives a written undertaking not to .A; access, use, disclose or retain the Data except in performing their duties of '() employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the SERVICE PROVIDER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
 - (f) consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at the SERVICE PROVIDER's cost) unless the SERVICE PROVIDER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause;
 - (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
 - (h) The SERVICE PROVIDER acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the SERVICE PROVIDER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article VIII

ADD-ON EQUIPMENT

- 8.1 Any switch or complete devices may be added to this Agreement at IBA's request at any time; however proportional charges for the specific switch shall be added in the Agreement.

Article IX

SERVICE PROVIDER'S RESPONSIBILITIES

- 9.1 SERVICE PROVIDER will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce switch down-time.
- 9.2 The schedule response time will only be applicable at Karachi.

Article X

SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 10.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.
- 10.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation of above BOQ any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.
- 10.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Any application software/ signature and OS update/upgrade or data backup is not covered.
- 10.4 Under this agreement any critical marked hardware becomes faulty, will be replaced by Service Provider provided backup to operational the environment within 4 hours, whereas replacement of the faulty part will be provided in later phase accordingly.
- 10.5 Under this agreement any other than critical marked hardware becomes faulty, will be replaced by Service Provider provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.
- 10.6 If Service Provider is required to replace any switch which is not repairable or damaged or not covered under warranty, then Service Provider will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.
- 10.7 The Service Provider will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and it's working.

Article XI

All calls will be logged centrally either through telephone, email or web based call logging system and will be distributed city wise. Another notification is sent to Client once the call is successfully closed.

Hours of Coverage

The Service Provider will provide maintenance and support for 8x5 Basis.

Response Time

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	1 Hour

Severity Level 2 (S2)	2 hour
Severity Level 3 (S3)	4 hours

Severity Levels

The Service Provider and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

SEVERITY LEVEL 1 (S1)

A Problem that criticality impacts IBA's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.

SEVERITY LEVEL 2 (S2)

A Problem that impacts IBA's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the IBA from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

SEVERITY LEVEL 3 (S3)

A minor problem is one that negligibly impacts IBA's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

Article XII

ARBITRATION

- 12.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the "THE SERVICE PROVIDER" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article XIII

FORCE MAJURE

- 13.1 SERVICE PROVIDER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SERVICE PROVIDER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XIV

RENEWAL

- 14.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of 03 months, if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article XV

TERMINATION

- 15.1 "IBA" may terminate this Agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.

Article XVI

INDEMNITY

- 16.1 "THE SERVICE PROVIDER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article XVII

NOTICE

- 17.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article XVIII

INTEGRITY PACT

- 18.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 18.2 Without limiting the generality of the forgoing the SERVICE PROVIDER, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 18.3 The SERVICE PROVIDER, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 18.4 Notwithstanding any right and remedies exercised by the IBA in this regard, SERVICE PROVIDER, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the SERVICE PROVIDER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

Article XIX

ESCALATION MATRIX

- 19.1 Service Provider support desk team is available 24/7 on Tel: _____. And customer can also email us at _____ for any related query.

Department	Escalation Level 1	Escalation Level 2	Escalation Level 3
		Senior Network Engineer	Team Lead ATS
Network Switch Engineer	Support Desk Team 24/7	Name	Name
Manager Technical IP	Tel:	Cell:	Cell:
	Email:	email	email

Article XX

MISCELLANEOUS

- 20.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 20.2 The validity of the contract will be effective from the date of issue of Work Order.
- 20.3 All terms and conditions of RFQ # 0754-3318 will be the integral part of this Agreement.