

REF: GM CM /Backup Library/IT /01/22

M/S _____

Sub: Maintenance and Service Agreement-Backup Library.

Dear Sirs,

We are pleased to invite your sealed tenders for the item/ services mentioned above. In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender / supplies are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to GM Contract Management, PIA Supply Chain Management Building, JIAP Karachi latest by **05-12-2022 1030hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIACL Supply Chain Management Building latest by **10:30** hours on the specified date. You may also send your tenders through registered A/D mail addressed to GM Contract Management, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of GM Contract Management in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs. 10,000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders Only).

B) EARNEST MONEY/BID SECURITY (Local Bidders Only)

The Tender should be accompanied a Pay Order payable (valid for 180 days from the date of tender opening) amounting **PKR 20,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

SECURITY DEPOSIT/ PERFORMANCE GUARANTEE (Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee) in the amount equivalent to 10% of total tender value as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

C) INSTRUCTION TO BIDDER

PREPARATION OF TENDER “Single Stage Two Envelope Basis”

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “**TECHNICAL**” and “**FINANCIAL**” proposal.
- On the given tender opening date only “**Technical Proposal**” will be opened in the presence of tenderers available.
- The “**Financial Proposal**” shall be shown to the parties but will be retained with PIA without being opened.
- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be remained **un- opened** till the completion of tender process.

D) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications/ requirements.

Bidders **MUST**:

- Be registered with Sales Tax Authorities; please attach copy of Registration Certificate (Local Bidders Only).
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Performa issued by PIA. (Tender Schedule “A”)
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE**
BEARING COMPANY’S STAMP

E) PREPARATION OF TENDER – FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a) Schedule “A” duly filled in, signed and sealed.
- b) Original Pay Order for Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a

Public Notary Oath Commissioner (Local Bidders Only).

- d) The outer cover should bear address of the GM Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

F) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order /Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 180 days.

G) Duration of Contract

Contract will be awarded for the period of one year, further extendable for two more terms on same terms and conditions subject to satisfactory performance on mutual consent basis.

Yours truly,

Iftikhar M. Usmani

GM Contract Management

Supply Chain Management

PIA Head Office, Karachi.

Ph: 021 9904 4216, 021 9904 3081

Email: gm.cm@piac.aero, contract.administration@piac.aero

REF: GM CM /Backup Library/IT /01/22

Tender Schedule “A”

Maintenance and Service Agreement-Backup Library.

S. No.	Description	Amount per Quarter (PKR)	Tax (If Applicable) PKR)	Amount per Quarter (With tax in PKR)	Total Cost for one year (inclusive of applicable tax) PKR
01	Maintenance and Service Agreement-Backup Library.				

INTRODUCTION

PIAC desire to engage the firms for the Service Level Agreement (SLA) for Backup Library installed at Primary Data Center, Computer Center, Head Office, Karachi, for One year which may be extendable for further two terms with same terms and conditions subject to the satisfactory performance of the previous year.

Scope of work

The Service Provider shall provide Services including the followings:

- a. Periodic Maintenance visits to PIA sites at least on quarterly basis
- b. Vendor shall be responsible of cleaning of Backup Library installed
- c. Service provider shall be responsible to replace the faulty parts whenever it is observed and reported by the user.
- d. Service provider shall be responsible to submit the periodic maintenance visits reports clearly mentioned the Backup Library health.
- e. Service provider shall be responsible to provide the Backup Library if Library's Faulty part could not be repaired or replaced within 24 hours after notifying by Customer.
- f. Service Provider shall be liable to compensate the Customer for any damages to its business property, equipment and employees and pay the losses at actual. The loss and damages made to the Customer hereunder are to be compensated through monthly deductions from the invoices, and/or through the security deposit

PIAC's Responsibilities

1. Sitting arrangement for service provider team with required equipment (PCs, power, network connectivity etc.)
2. Access to systems / Backup Library on premises or remotely will be provided.
3. Information related to Hardware will be provided
4. Escalation Hierarchy will be provided.

EVALUATION CRITERIA

Bidder should be vigilant:

- To fulfill all requirements as laid down in the “Mandatory Requirements” of evaluation criteria.
- That proposed bid may be rejected if any of the requirements is not met in “Mandatory Requirements” and no further condition shall be given.
- That minimum qualifying score is 50 marks (in General Evaluation).

Technical Specifications

Description
<p style="text-align: center;"><u>Annual Maintenance and Service Agreement-Backup Library</u></p> <p style="text-align: center;">Model: The HPE StoreEver MSL2024 Tape Library</p> <p style="text-align: center;">Quantity: 01</p>

The following are the Mandatory Requirements and General Evaluation Criteria

MANDATORY REQUIREMENTS

S. No.	Descriptions	Required
1	Vendor must be in business of Library Sales and maintenance at least three (03) years.	Company Registration Certificate
2	Vendor must have at least two (02) product maintenance technical resources.	Certifications
3	Vendor must have physical presence (established offices with technical support) in Karachi, Pakistan.	Offices Address
4	The vendor must have at least two (02) Backup Library maintenance Agreements (SLAs).	Documentary Proof
5	The vendor must provide GST, and NTN registration certificate	Relevant certificate

General Evaluation
Total Marks 100 and Qualifying Marks 50

S. No.	Descriptions	Points
1	Number of years in Business	
	3 to 5	10
	6 to 10	15
	Over 10	20
2	Technical resources on hardware (Tape Backup Library)	
	2 to 3	10
	4 to 6	15
	Over 6	20
3	Physical presence (Service Centers)	
	Karachi (01 physical locations)	20
	Karachi, Rawalpindi/Islamabad, and Lahore (3 physical locations)	25
	Other Cities (more than 3 locations)	30
4	Maintenance Agreements of Servers (SLA)	
	2 to 3	10
	4 to 6	20
	Over 6	30

Annual Maintenance and Service Agreement-Backup Library

Service Provider, having its Head office at *Address* Karachi, their successors and legal assigns hereinafter called “Vendor Name” or “Vendor” as party of the FIRST PART

And

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan and having its registered Head Office at PIA Head Office Building Jinnah International Airport, Karachi (hereinafter referred to as the “**Customer**” which expression shall unless repugnant to the context be deemed to mean and include its administrators, authorized representatives, successors-in-interests and permitted assigns) of the Other Part. (The Service Provider and the Customer may be individually referred to as the “Party” and collectively referred to as the “Parties” as and when the context of this Agreement so requires.)

Schedules Attached

- Annexure A – LOI
- Annexure B – Escalation Matrix
- Annexure C – Preventive Maintenance Schedule.

1- Period of Contract:

One (01) year Service Level Agreement for Backup Library placed at Data Center, of Pakistan International Airlines, Karachi.

Tenure: Start Date: _____ **End Date:** _____

Contract will be awarded for the period of One year, further extendable for two more terms on same rates terms and conditions subject to satisfactory performance on mutual consent basis.

2- Scope of work

The Service Provider shall provide Services including the followings:

- g. Periodic Maintenance visits to PIA sites at least on quarterly basis
- h. Vendor shall be responsible of cleaning of Backup Library installed
- i. Service provider shall be responsible to replace the faulty parts whenever it is observed and reported by the user.

- j. Service provider shall be responsible to submit the periodic maintenance visits reports clearly mentioned the Backup Library health.
- k. Service provider shall be responsible to provide the Backup Library if Library's Faulty part could not be repaired or replaced within 24 hours after notifying by Customer.
- l. Service Provider shall be liable to compensate the Customer for any damages to its business property, equipment and employees and pay the losses at actual. The loss and damages made to the Customer hereunder are to be compensated through monthly deductions from the invoices, and/or through the security deposit

3- Response Time

- a. Response time means, the reported problem shall be addressed within four (04) hours after notifying by the customer.
- b. Time to Repair and Replacement of any faulty part may shall not be exceeded 24 hours, if repair and replacement time exceeds 24 hours then the service provider shall be responsible to provide a Backup Library unit till the Backup Library get operational.

4- Backup Equipment:

Service provider shall be responsible of providing backup unit of Backup Library if repair time Exceeds over twenty four (24) hours.

5- Payment Terms:

Payment should be made Quarterly in four (04) equal installments.

Quarterly payment will be made to the Service Provider after deduction of all the applicable taxes under the laws of Pakistan.

The Customer must pay Service charges by the due date mentioned on the invoice.

The payment shall be made by the due date subject to provision of proper invoices at the end of above term monthly or quarterly and within 30 days after verification and authentication of invoices by the Customer department, payment will be released after deduction of applicable taxes and outstanding amounts against the Vendor.

No Rate revision is allowed during the term of the Agreement. The prices remain locked and shall be as per industry practices or below.

6- Burning and Damages

Electrical short circuiting/Burning due to internal issue of Backup Library will be covered under SLA. Rest burning due to high voltages or burning due to burn environment will not covered under SLA.

Any damage occurs during transportation of Backup Library taken by vendor due to negligence of vendor should be repaired or parts to be replaced free of cost by the vendor.

7- PENALTY:

In case of nonperformance, poor and under performance and defaults attributable to the service provider and/or its staff, of the requirements/ conditions as stated in the agreement and any deviation from the contents of the same may invoke penalties at per occurrence formula, which will be as follows:

1. In case of non-satisfactory performance referred in Scope of Work and response time in the agreement defined in this document, 10% of the support cost of one quarter shall be deducted on every non satisfactory task performed by service provider.
2. In case of non-satisfactory performance referred in rest of the clauses of Service Level requirements, 10% of the total amount of agreement shall be deducted.

8- Site and Wiring Problem

Identification and rectification of site and wiring problems, of the input and output of Backup Library will be responsibility of user, and if required the Customer shall ask the Vendor to any such problem and shall give its consent before it is charged to User.

9- FORCE MAJEURE

Force Majeure shall mean (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or

any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure mentioned above.

The affected Party shall promptly notify the other Party in writing of the occurrence of an event of Force Majeure and the estimated extent and duration of its inability to perform its obligations.

Upon the cessation of the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations.

Notwithstanding anything stated herein, the occurrence of an event of Force Majeure does not relieve the Customer of its payment obligations for the Services actually rendered by the Vendor.

If an event of Force Majeure continues interruptedly for a continuous period of thirty (30) days, the parties may by mutual written consent terminate this Agreement, with effect from the date mutually agreed.

10- CONTRACT TERMINATION:

In case Service Provider commits any breach of the terms and conditions contained in this Agreement, the Customer party shall have the right to terminate/suspend this Agreement by providing thirty (30) calendar days prior notice to the other. However, if the breach is remedied by the party in default, to the satisfaction of the aggrieved party, within the above said period the Agreement shall not be terminated / suspended.

The parties shall have the right to terminate this Agreement should any party engage in any conduct prejudicial to the image and goodwill of the other and/or

its products by serving a thirty (30) days' advance written notice to the defaulting party.

Upon termination of this Agreement in accordance with the terms hereof, parties shall immediately, but not later than seven (07) days from the date of termination, pay to the other all amounts due. The termination of this Agreement for any reason shall extinguish all of parties obligations to provide, the Services contained herein, but shall not relieve either Party of any obligation that may have arisen prior to such termination, including without limitation, limitation of liability, indemnification, dispute resolution and confidentiality etc. that shall survive the expiry and termination of this Agreement or which, by the terms, are to continue beyond the expiry and termination.

The Customer shall have the right to suspend/terminate the Agreement and/or the Services in its sole option by giving advance notice of one (01) month.

11- GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts at Karachi shall have the exclusive jurisdiction to try any matter under the law arising out of in connection with and relating to this agreement.

If, during the course of performance hereunder or expiry/termination of the Agreement, any dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its objections to the other Party and the reasons thereof and may recommend corrective action. The Parties shall use their best efforts to settle amicably any claim or controversy disputes arising out of or in connection with this Agreement or its interpretation between the Parties. The authorized representatives of the Parties shall discuss the dispute in order to attempt to reach mutual agreement.

If mutual agreement is not reached within thirty (30) days through all elements of the above process, such dispute may be referred to on the application of either Party for final determination to a sole arbitrator mutually appointed by the

Parties, or appointed by the Court, in case of dispute as to the appointment of Arbitrator, who shall act under the provisions of the Arbitration Act, 1940, The arbitration shall be conducted in Karachi, Pakistan.

The award of the arbitration shall be final and binding on the Parties and shall be enforceable by any court of competent jurisdiction. Each Party shall be responsible for the cost of preparing and presenting its own case.

Notwithstanding anything else contained herein, the Parties agree that time is of the essence in resolving such dispute(s) .

The language of the arbitration shall be English.

In the course of arbitration, this Agreement shall be executed continuously by both Parties except the matter under arbitration.

12- CONFIDENTIALITY

The parties, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this Agreement. All information relating to the Agreement provided by either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information ("Proprietary Information") The obligation of a Party in relation to the Proprietary Information shall not apply to that information which:

Now or hereafter enters the public domain through no fault of that party; or can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or indirectly, from the other party hereto as evidenced by the receiving party's written records; or otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and is required to be disclosed by any applicable law, governmental order, decree, regulation, license or rule to which the relevant party

13- INTELLECTUAL PROPERTY

The Service Provider acknowledges that the ownership of and all rights in the trademarks, copyrights, design rights, patent rights, or other intellectual property rights (collectively, the "Intellectual Property Rights") as well as all Intellectual Property registered by the equipment manufacturers or its affiliated companies reside in and shall remain exclusively in the Customer nor shall the Service Provider take any action or commit any omission which would jeopardize in any way the Intellectual Property rights of the Customer and fully indemnify the Customer in case of any default in this regard.

14- DISCLAIMER

All information contained in the Customers' material, advertisements and publicity campaigns is for information only and shall not be deemed to be a part of this Agreement. The Client acknowledges that it has not relied on, or been persuaded by, any such material in entering into this Agreement.

15- AMENDMENTS

This Agreement may only be amended / modified in prior writing and signed by both Parties.

This Agreement cannot be assigned by either Party to any third party without prior written permission of the other.

16- SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

Prior to or at the time of the execution of this Agreement the Service Provider shall deposit pay order in the name of M/S PAKISTAN INTERNATIONAL AIRLINES amounting equal to 10% of total contract value as interest free security deposit with the Authorized Office of Customer. Customer shall have the right to recover / adjust all liabilities of the Service Provider from the amount of Security deposit furnished/deposited by the Service Provider. The Interest Free Security Deposit shall remain with Customer after three months of the expiry/termination of Agreement and the same will be refund to the Service

Provider after deduction of all the outstanding amounts and/or dues recoverable from the Service Provider in relations to, arising out of and/or connected with this agreement. In addition, Customer shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws

17- MISCELLANEOUS:

The Parties agree that the facility, rights, and obligations under this Agreement are 'Non-transferable' and are limited only to the Parties hereto. Neither Party may assign or transfer this Agreement or any of its rights herein, without the prior written consent of the other Party.

Both Parties shall act as independent entities with respect to one another. All personnel assigned by the Service Provider to the Services shall be the employees of the Service Provider and shall not be or be deemed to be employees of the Customer and vice versa. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.

The Service Provider undertakes and agrees to indemnify and hold harmless Customer, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non-performance or poor performance of any services under this Agreement by the Service Provider, its employees or its agents or otherwise. In any case, the obligation on the part of the Service Provider to indemnify shall not be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc. are proven to have been attributed beyond doubt solely to the Service Provider.

If the Service Provider assigns this Agreement to any other party in contravention of this Article, Customer in its discretion may terminate this agreement and / or black list and debar the Service Provider for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

This agreement is agreed and reviewed by following

Signatory to Contract

(Signature)	Signature)
For and on Behalf of (Service Provider)	For and on Behalf of
Service Provider	Pakistan International Airlines
Name:	Name:
Designation:	Designation:

Witness-1

Witness-1

(Signature)	(Signature)
Name:	Name:
Designation:	Designation:

Witness-2

Witness-2

(Signature)	(Signature)
Name:	Name:
Designation:	Designation:

Annexures for SLA of Backup Library

Model: The HPE StoreEver MSL2024 Tape Library
 Serial Number: MXA132Z0UB
 Support expired on 18July-2022.
 Quantity: 01

Annexure A **Letter of Intent (LOI)**

Annexure B – **Escalation Matrix:**

An escalation matrix is a document or system that defines when escalation should happen and who should handle incidents at each escalation level.

Annexure C – **Preventive Maintenance (PM) Schedule**

Four (04), preventive maintenance of Backup Library shall be conducted for 01 year.

S. No	Description	Remarks
1	First PM	Deployed Technical Resource by the vendor shall be responsible to carry out the PM before the end of quarter
2	Second PM	
3	Third PM	
4	Forth PM	

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works_____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

(To be submitted on Rs. 100 Stamp Paper)

General Manager Contract Management
Supply Chain Management Department
Pakistan International
Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the even to our/my tender for supply/Services of _____ to PIACL is approved and accepted:
2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us /me.
4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIACL the Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone /Fax# _____

CNIC _____

Seal _____

Date _____

Email Address: _____