

REF: GM CM /Email Support SLA/IT /01/23

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Sub: Service Level Agreement for Email Services**

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 **24-05-2023 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 100,000.00** 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.

**Note:** Bidders must claim their deposit refund (Bid Security/Performance Guarantee) within 180 days of the financial bid opening (if rates are higher side) or completion of contract period/project (in case awarded) or in case of any earlier termination. The time barred CRs (receipts)/refund cases shall not be processed.

**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 - TECHNICALPROPOSAL:**

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 – FINANCIALPROPOSAL**

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**

- i) The Agreement shall be for a term of two (02) years. Agreement may be renewed subject to PIACL requirements for further two terms of 1 year each with written mutual consent of the Parties on same terms and conditions of the present agreement or otherwise agreed between the Parties at the time of renewal.

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 /Email Support SLA/IT /01/23

**Tender Schedule “A”**
**Service Level Agreement for E-mail Services**

<b>S. No.</b>	<b>Description</b>	<b>Monthly Amount PKR</b>	<b>Amount for one year PKR</b>
01	Support & Services Cost		
02	Renewal of Licenses Cost		
03	Resident Engineer Cost		
<b>Total Amount for one year PKR</b>			
<b>Applicable Tax____% (if any) PKR</b>			
<b>Total Amount for one year inclusive of tax (if any) PKR</b>			
<b>Total Amount for two years inclusive of tax (if any) PKR</b>			

REF: GM CM /Email Support SLA/IT /01/23

# **Request for Proposal**

**Email Services – Service Level Agreement**

**A. INTRODUCTION**

Pakistan International Airlines Corporation Limited (PIACL) is seeking proposals from reputable companies/ firms/ partners registered with SECP to provide support for On-Premises based Zimbra Email Solution with 4500 users (FOSS & Network Edition). The scope of this SLA will be providing support including software and resident engineer and renewal of email licenses.

The vendor should have vast experience in providing support to the Zimbra Email Solution in a large organization, should have experience supporting Zimbra FOSS & Network Edition versions, and have certified resources.

The selected vendor shall provide support services for both FOSS and Network Edition solution. Licenses will be renewed on a yearly basis. The term of the service level agreement (SLA) will be two (02) years which will be extendable to further 2 terms of 1 year each with written mutual consent of the Parties on the same terms & conditions.

**B. CURRENT ENVIRONMENT**

PIA is currently operating Zimbra as an email solution, both FOSS & Network Edition in a Highly Available environment on premises, Karachi Data Center with DR in Rawalpindi, which serves all users of PIA and custom applications. Below are the details of the current environment.

**Zimbra FOSS**

Number of Users	Mailbox Size	Mailbox Location (Server / Local)
Approx 4200	<b>Varies</b>	<b>Server / IMAP Client</b>

**Zimbra Network Edition (NE)**

Number of Users	Mailbox Size	Mailbox Location (Server / Local)
300	<b>Varies</b>	<b>Server / IMAP Client</b>

**Hardware**

Server: Dell R440 X 2

Switch: Dell EMC S4112T X 2

Storage: Dell EMC ME4024

Above mentioned equipment is under warranty. Warranty expiry: 01 March, 2024.

### **Servers**

**Primary/HA**  
VMs : 4 x Foss Server  
2 x NE Server

**DR**  
VMs : 2 x Foss Server  
1 x NE Server

### **Extended Warranty**

**The bidder** will also provide an extended warranty of the hardware with an Email Support Service Level Agreement for two (2) years, and consecutive 2 terms, if extended further for 2 terms with mutual consent.

## **C. SCOPE OF WORK**

### **1. Support Requirement**

#### **a. Email Server**

- i. Following are the responsibilities of maintenance, upgrade, patch, support, configuration & resolution of the reported problem (FOSS/NE): Email software Zimbra, Linux (Redhat), VMWare, Hardware, storage, security patches, mailbox, routing, mail queues, encryption, SSL, logs, email tracking, 2-Factor authentication, Active sync, Data deduplication, maintaining available resources, quotas, archival retention policies, storage configuration, preventive / corrective / adaptive maintenance, root cause analysis, knowledge management & sharing. hardware warranty claims and anything related to the email system, not mentioned above.

#### **b. Other responsibilities**

**Quarterly Reports:** Complete Email System health check.

**Monthly Reports:** Email System summary, support call, resolution time;

**Reports on request:** logs, email tracks, assist in detailed email tracking.

-Data Loss prevention techniques.

-Complete verification of HA and restored data among all hosted servers.

### **2. Resident Engineer**

- i. Qualification: Must be IT graduate
- ii. Experience: At least 02-year experience in public/private sector
- iii. Hands on experience in REDHAT OS & Zimbra
- iv. Linux certification is preferred, as well as must have provided Linux based email services support, preferably Zimbra, to government or private organizations.
- v. Capable of managing the above mentioned "Support Requirement".

vi. **Availability**: Monday to Friday during office hours excluding gazette holidays as announced by Government of Pakistan or shall be required off hours in case of emergency.

vii. In case of sickness or leaves, company shall provide the replacement.

### 3. **Renewal of Zimbra Network Edition License**

Bidders must provide renewal of 300 Network Edition Licenses.

## D. **GENERAL TERMS & CONDITIONS**

- (a) Incomplete and conditional responses will not be entertained.
- (b) PIACL reserves the right to accept/reject wholly or partially any response or cancel the tender process altogether at any stage with assigning the reason.
- (c) Responses are liable to be rejected if; they are not conforming to the terms, conditions and specifications stipulated in this document.
- (d) Responses submitted via email or fax will not be entertained.
- (e) Performance Guarantee/Security Deposit equal to 10% of the total contract value shall be provided by the successful bidder before the execution of the Agreement.

## E. **ACCEPTANCE, AWARD AND REJECTION**

- (a) PIACL reserves the right to terminate the process without awarding the contract.
- (b) PIACL reserves the right to accept or reject any part, or all, of each proposal submission and/or not to make an award if none of the proposals received meet the requirements.
- (c) PIACL will not be responsible in law or in equity to any proponent for any claim for losses or damages, or any other relief, arising out of the RFP process including the selection or rejection of any particular section of this proposal.
- (d) PIACL interpretation of the contents of the official proposal documents shall prevail.

## F. **BID EVALUATION**

The responses will be evaluated as per requirements mentioned in Evaluation Criteria Section **G** of this RFP. For qualifying, bidders shall fulfill all the requirements as laid out in Section “**Mandatory Requirements**” of Evaluation Criteria. If any of the mandatory requirements is not met by the bidder, the bid will be cancelled straightaway, and no further consideration will be given. Moreover, bidders will have to secure 65% marks in the Section “**General Requirements**”. Scoring less than 65% will disqualify the bid. Weightage of financial bid is 60% and technical bid is 40%. Contract will be awarded on total weightage factor of technical and financial proposals which is 60%-40% respectively.



**G. EVALUATION CRITERIA – TECHNICAL BID**
**a. Mandatory Requirements**

(Attach compliance sheet (Y/N) or further detail if required)

<b>S.No.</b>	<b>Description</b>	<b>Documents</b>
1	The Company must be OEM or OEM certified partner or Distributor:	<b>OEM Certificate</b>
2	GST and NTN registration certificate	<b>Relevant certificate</b>
3	Company must have geographical presence in at least Karachi and Islamabad.	<b>Office Addresses.</b>
4	Must not be blacklisted / debarred by PIA or its subsidiaries.	<b>Records/ affidavit</b>
5	Must be active taxpayer according to e.fbr.gov.pk	<b>Online Verification/ printout to be attached</b>
6	Bidders must provide renewal of 300 NE License.	<b>YES/NO</b>
7	Clientele: Bidders must have deployed/Support Zimbra email solution with minimum 2000 users of Zimbra.	Completion Certificates / SLA from clients
8	Bidder shall provide software, patches, recommended patches, upgrades, and must verify standard & recommend email security practices & procedures during contract period FOC (Free of Cost).	<b>YES/NO</b>

**b. General Requirements**

**Total marks are 100, qualifying marks are 65%, Weightage is 40%**

S.No.	Description	Marks	Documents
1	Partnership type e.g., Platinum/Gold/silver etc.	20 None=0 Silver=10 Gold = 15 Platinum = 20	OEM Certificate of Partnership type
2	Provide description of the support team, key people who will be looking after this SLA and monitor deliverables and services required in this RFP. Vendor should have at least 1 highest level certified resource dedicated for this SLA.	30 Dedicated Certified Resource 1 = 20 2 or more = 30	CVs with contacts of dedicated resource(s).
3	Number of years in business.	15 3-5 years = 10 5+ years = 15	Company registration certificate
4	Similar support agreement completed in last three years.	15 1-3 Companies = 5 4-6 Companies = 10 6+ Companies = 15	Purchase Orders/Customer's references
5	Customer Support	<b>20</b>  <b>Other = 0</b> <b>24x7x365 = 20</b>	

**H. EVALUATION CRITERIA - FINANCIAL BID****Total marks are 50, weightage is 60%**

Bidder must submit the following information in Pakistani Rupees in financial bid

- 1) 2 years Support & Services Cost
- 2) 2 years Renewal of Licenses Cost
- 3) 2 years Resident Engineer Cost
- 4) Total Service Cost = 1 + 2 + 3

Marks and weightage will be calculated at the total service cost. Vendor must incorporate all relevant taxes in the cost. The cost will be considered including taxes. The marks distribution is as follows:

**Lowest Bidder: 50 Marks****2<sup>nd</sup> Lowest: 40 Marks****3<sup>rd</sup> Lowest: 30 Marks****Rest of Bidders: 20 Each**

**DRAFT AGREEMENT**

**Service-Level Agreement - Email Services**

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This Agreement (hereinafter called the “Agreement”) is made on the (DATE) (hereinafter called “Effective Date”).

**BY & BETWEEN**

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan having its Head Office at PIA Head Office Building Jinnah International Airport, Karachi, (hereinafter referred to as the “Company and /or PIA and/or PIACL” which expression shall where the context so admits include its successors and assigns ) of the ONE PART

**AND**

**VENDOR**, incorporated and functioning under laws of Pakistan and having its registered office at \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ , which expression shall, wherever the context so permits, means and include its successors-in-interest, representatives and assigns),;

PIACL and **VENDOR** shall hereinafter individually be referred as a “**Party**” and collectively as “**Parties**” where the context of this Agreement so required.

**WHEREAS**

Company desires to acquire Service-Level Support for on-prem hosted Zimbra Email Solution

1. through tendering bid process
2. **VENDOR**, selected as result of competitive bid process, shall provide support for Zimbra Email Solution as per the terms agreed in the RFP and Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER;**

**1. INTERPRETATION**

- i. Reference to clauses and schedules are to clauses of, and schedules to, this Agreement.
- ii. The schedule and any addendums thereon, to this Agreement shall be deemed to be a part of this Agreement.
- iii. The singular includes the plural and vice versa;
- iv. All headings are for convenience only and shall not constitute a part of, or be used in constructing, this Agreement.

**2. CONFIDENTIALITY STATEMENT**

From time to time during the performance of this Agreement, it will be necessary for the Parties to provide each other with confidential information. Confidential information means and includes information and data transferred from one Party to the other under this Agreement that must be treated by the receiving Party as confidential as the receiving Party is aware or should reasonably be aware it is confidential. Confidential information includes digital, electronic, oral, and visual information. Confidential information is and shall at all times remain the property of the disclosing Party. No use of any confidential information is permitted except as provided herein and no grant under any proprietary rights is hereby given or intended. In summary For purposes of this Agreement, Confidential Information means all information (in whatever format and however obtained) which: (i) relates to this Agreement; (ii) is designated as confidential by either Party; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of either Party (including customer data) and which may reasonably be regarded as confidential information of the disclosing Party. Confidential Information does not include any information which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction and not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without

restriction as to disclosure, or (iii) is lawfully in the possession of the receiving Party at the time of disclosure and not otherwise subject to restriction on disclosure.

In this regard the parties shall:

- 2.1 keep and maintain in the strictest confidence all such confidential information and not disclose the same to any third party, except as authorized in advance by the original disclosing Party in writing.
- 2.2 restrict disclosure of confidential information to employees who have a “need to know” the same in performing under the Agreement. Such confidential information shall be handled with a high degree of care.
- 2.3 use confidential information only as required in the performance of the Agreement.
- 2.4 prior to disclosing any confidential information in accordance with any due legal process or the rules of any Stock Exchange, the Party intending to make such disclosure shall immediately notify the other Party to enable such other Party to seek a protective or exemption order. Prior to making any such disclosure, the Party intending to make such disclosure shall allow the other Party to review the same.
- 2.5 confidential information shall be considered confidential for a period of 3 (three) years from the termination or expiration of the Agreement.
- 2.6 the obligation to maintain confidentiality shall not apply to disclosures required to be made by either party in compliance with any applicable laws, rules or regulations or fulfilment of any directives or instructions by any regulatory authority or compliance with any judgment order or decree of any court of competent jurisdiction.

This work contains confidential information and proprietary information belonging to **(THE WINNING PARTICIPANT)** and PIACL. This confidential information is to be used by both Parties only for the purpose for which it is supplied. Neither Party shall disclose the confidential information to any third party without the prior written consent of the Disclosing party. The obligation for maintaining the confidentiality of the information shall survive the termination or expiry, as the case is, of this Agreement.

Parties agrees that in the event of any violation of the duty of confidentiality and such violation constitutes a fundamental breach of this Agreement and shall result in grave and serious injury and damage to the other party and that no monetary damages can compensate

such injury and damages, The matter shall be settled as per dispute resolution clause of this agreement.

Each Party further agrees, upon expiration or earlier termination of this Agreement for whatever cause, all Confidential Information disclosed hereunder, including copies thereof, shall be returned to the disclosing party within three (3) working days from the date of such termination or expiration, or if the disclosing party instructs the Confidential Information to be destroyed, the receiving party shall sign a declaration certifying that all the related Confidential Information has been destroyed within three (3) working days thereof.

### 3. WARRANTIES AND REPRESENTATIONS

a. Through this Agreement, **(THE WINNING PARTICIPANT)** hereby warrants and undertakes to PIACL that it has requisite professional expertise to provide all levels of support with respect to PIACL Zimbra email solution to the complete satisfaction of PIACL.

b. **(THE WINNING PARTICIPANT)** warrants and represents that the design shall strictly follow the requirements for the services contemplated under this Agreement and that it shall provide full support to PIACL under this Agreement without losing its reliability, and security due to sensitivity of the data.

### 4. SERVICE DESCRIPTION

PIA is currently operating Zimbra as an email solution, both FOSS & Network Edition in a Highly Available environment. on premises, Karachi Data Center with DR in Rawalpindi, which serves all users. Below are the details of current environment.

#### **Zimbra FOSS**

Number of Users	Mailbox Size	Mailbox Location (Server / Local)
Approx 4200	<b>Varies</b>	<b>Server / IMAP Client</b>

#### **Zimbra Network Edition (NE)**

Number of Users	Mailbox Size	Mailbox Location (Server / Local)
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Approx 300      **Varies**      **Server / IMAP Client**

**Hardware**

Server: Dell R440 X 2

Switch: Dell EMC S4112T X 2

Storage: Dell EMC ME4024

Above mentioned equipment is under warranty. Warranty expiry: 01 March, 2024.

**Servers**

**Primary/HA**

VMs : 4 x Foss Server  
 2 x NE Server

**DR**

VMs : 2 x Foss Server  
 1 x NE Server

**Extended Warranty**

**The bidder** will also provide extended warranty of the hardware with Email Support Service Level Agreement for two (2) years, and consecutive 2 terms, if extended further for 2 terms with mutual consent.

**5. SUPPORT REQUIREMENTS**

**A. Support Requirement**

a. **Email Server**

Following are the responsibilities of maintenance, upgrade, patch, support, configuration & resolution of reported problem (FOSS/NE):

Email software Zimbra, Linux (Redhat), VMWare, Hardware, storage, security patches, mailbox, routing, mail queues, encryption, SSL, logs, email tracking, 2-Factor authentication, Active sync, Data deduplication, maintaining available resources, quotas, archival retention policies, storage configuration, preventive / corrective / adaptive maintenance, root cause analysis, knowledge management & sharing. hardware warranty claims and anything related to the email system, not mentioned above.



**b. Other responsibilities**

**Quarterly Reports:** Complete Email System health check.

**Monthly Reports:** Email System summary, support call, resolution time;

**Reports on request:** logs, email tracks, assist in detailed email tracking.

-Data Loss prevention techniques.

-Complete verification of HA and restored data among all hosted servers.

-Performance Evaluation

**B. Resident Engineer**

- i. Qualification: Must be IT graduate
- ii. Experience: At least 02-year experience in public/private sector
- iii. Hands on experience in REDHAT OS & Zimbra
- iv. Linux certification is preferred, as well as must have provided Linux based email services support, preferably Zimbra, to government and private organizations.
- v. Capable of managing the above mentioned “**Support Requirement**”.
- vi. Availability: Monday to Friday during office hours excluding gazette holidays as announced by the Government of Pakistan or shall be required off hours in case of emergency.
- vii. In case of sickness or leave, the company shall provide the replacement.

**C. Renewal of Zimbra Network Edition License.**

Bidders must provide renewal of 300 NE License.

**6. PROCESSES AND PROCEDURES****a) Request for Support**

A request for support is defined as a request to fix a defect in the existing email server/application (Zimbra) / Operating System or a malfunction in the security system as a whole. Such requests may be executed by Phone call, E-mail, SMS or by a Social Media group message by PIACL Email team. After the resolution of the problem, the PIACL Infrastructure division will document the whole activity, which includes a conversation held with **(THE WINNING PARTICIPANT)** and/or its Local representative. The support request sent to **(THE WINNING PARTICIPANT)** shall clearly mention the severity level and security codes of the problem.

**b) Call Management Process**

**(THE WINNING PARTICIPANT)** shall set up within its organization a unit in charge of recording and tracking all problem reports, inquiries, or other types of calls received from the PIACL.

**c) Performance Evaluation**

Evaluation Criteria Reporting against the SLA resolution targets will focus on the time to resolve operating problems. This evaluation will address the support requests submitted by the PIACL Email team to **(THE WINNING PARTICIPANT)** for the resolution of the problem and the time consumed to resolve the issue on a quarterly basis. The evaluation report will be in the form of a written letter or email as appropriate.

**d) Covering Response time / Escalation details**

<b>CUSTOMER ESCALATION MATRIX</b>		
<b>Level-1</b>	Designation	
First Escalation if the call is not resolved within "Standard" (1st Day)	Name	
	Phone	
	Email	
<b>Level-2</b>	Designation	
Second Escalation if the call is not resolved by "Next Business Day"(2nd Day)	Name	
	Phone	
	Email	
<b>Level-3</b>	Designation	
Third Escalation if the call is not resolved by "Next Business Day" (3rd Days)	Name	
	Phone	
	Email	

## **7. CHARACTERISTICS FOR PROBLEM CATEGORIZATION**

### **a) Severity Codes**

The following characteristics are used to identify the severity of a problem report:

Business and financial exposure / Work outage / Number of clients affected / Workaround / Acceptable resolution time/

It is not necessary (nor is it likely) to have a perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. PIACL team will assign severity codes and inform **(THE WINNING PARTICIPANT)**.

## **8. PAYMENT TERMS**

Payments will be made quarterly based on the acknowledgment by PIACL team for satisfactory performance in accordance with the scope of work by the **(THE WINNING PARTICIPANT)** during the payment quarter. Payment terms will remain unchanged if extended for further duration.

## **9. DURATION AND TERMINATION**

- i) The Agreement shall be for a term of two (02) years from the \_\_\_\_\_date hereof starting from the\_\_\_\_\_Agreement may be renewed subject to PIACL requirements for further two terms of 1 year each with written mutual consent of the Parties on same terms and conditions of the present agreement or otherwise agreed between the Parties at the time of renewal.
- ii) For Convenience: PIACL, by written notice sent to **(THE WINNING PARTICIPANT)** , may terminate the contract in whole or in part at any time for its convenience giving three months prior written notice. The notice of termination may specify that the termination is for convenience the extent to which **(THE WINNING PARTICIPANT)** performance under the contract is terminated and the date upon which such termination becomes effective. PIACL shall consider requests of **(THE WINNING PARTICIPANT)** for pro-rata payment till the date of termination.
- iii) For Insolvency: PIACL at any time may terminate the contract by giving written notice to **(THE WINNING PARTICIPANT)** , if **(THE WINNING PARTICIPANT)** becomes bankrupt or insolvent. Including this event, the termination will be without compensation to **(THE WINNING PARTICIPANT)**, provided that such termination will not prejudice

or affect any right of action or remedy that has accrued or will accrue thereafter to PIACL under the agreement.

- iv) **For Non-Performance: PIACL reserves its right to terminate the contract in the event of 06 (six) repeated failures to comply with the service level as defined in this agreement.**

#### **10. PERFORMANCE GUARANTEE/ SECURITY DEPOSIT**

Prior to or at the time of the execution of this Agreement (**THE WINNING PARTICIPANT**) shall deposit (10% of total contract value) in shape of Pay Order or Bank Guarantee as interest-free deposit with the Authorized Office of PIACL. PIACL shall have the right to recover/adjust all liabilities and/or outstanding amounts of the \_\_\_\_\_ from the amount of Security Deposit furnished/deposited by (**THE WINNING PARTICIPANT**) . The Interest-Free Security Deposit shall remain with PIA after three months of the expiry/termination of the Agreement and the same will be refunded to (**THE WINNING PARTICIPANT**) after deduction of all the outstanding amounts and/or dues recoverable from (**THE WINNING PARTICIPANT**) in relations to, arising out of and/or connected with this agreement. However, an amount, equal to the deducted amount from the Security Deposit, shall be deposited by (**THE WINNING PARTICIPANT**) within 15 days time with PIACL to maintain the amount of security deposit as stipulated hereinabove. In addition, PIACL shall always be entitled to recover any amount outstanding against the (**THE WINNING PARTICIPANT**) through different modes and methods provided under the applicable laws.

#### **11. TAXES AND DUTIES**

(**THE WINNING PARTICIPANT**) shall be entirely responsible for all taxes, duties, and other such levies imposed on by the concerned authorities such as but not limited to Income Tax and Sales Tax Department, or any other relevant authority on any payment made by PIACL under this agreement or otherwise.

#### **12. SAFETY & SECURITY**

- a. (**THE WINNING PARTICIPANT**) shall comply with all laws, rules, regulations, notifications, and standing instructions issued by Government, Semi Government, or Local Bodies and shall take safety measures and make appropriate arrangements for the safety of men and materials in carrying out the work under this Agreement. Any breach thereof will invoke immediate termination of the contract and/or claim of damages by PIACL from the vendor.

**13. GENERAL TERMS AND CONDITIONS**

- a) **(THE WINNING PARTICIPANT)** warrants that the services shall be performed in a professional manner consistent with best industry standards, internationally accepted, and applicable to such services.
- b) **(THE WINNING PARTICIPANT)** shall be responsible for the payment of all the taxes, dues, etc. under the law in respect of any and all persons working.
- c) **(THE WINNING PARTICIPANT)** shall ensure the commissioning and support/maintenance of the services as contemplated under this Agreement in a timely manner and to the complete satisfaction of PIACL. However, in case of any delay caused in commissioning or support due to a valid reason beyond the control of **(THE WINNING PARTICIPANT)** shall be honoured.
- d) Any mishap occurring due to conditions or resources not in control of **(THE WINNING PARTICIPANT)** or PIACL cannot be made a liability against either party.

**14. SERVICE LEVEL REQUIREMENTS (SL Requirements)**

- a) **24x7x365** on-call support. Response time should be 03 hrs.
- b) On-site resource shall be available from Monday to Friday (excluded gazette holidays) during office hours.
- c) On-site resource shall be available, (regardless of day or time) during critical system failure. The severity level shall be defined by PIACL

**Severity Level**

- i. Level – I: ZIMBRA email service is, or would be, unusable
- ii. Level-II: A major component of ZIMBRA email service or Hardware is, or would be, unusable and has a serious impact on the performance or usability of the email system/service.
- iii. Level-III: A lower-level issue of ZIMBRA email service or Hardware is, or would be, has a low-level impact on the performance or usability of the email system.
- iv. Level-IV: Any minimum level issue of ZIMBRA email service or Hardware is, or would be, has a minimum level of impact on the performance or usability of the email system.

Severity	Work Around Solution	Permanent Solution

Level		
Severity-I	Within 3 hours of Recorded Notification	Within 3 days of Recorded Notification
Severity-II	Within the next working day of Recorded Notification	Within 1 week of Recorded Notification
Severity-III	Within 5 working days of Recorded Notification	Within 2 weeks of Recorded Notification
Severity-IV	As per _____ update plans.	

- d) Regular security and version upgrades of Operating System and ZIMBRA and providing the signed document to the PIACL email Team.
- e) Sharing of complete Quarterly periodic health checks of the email system and monthly support request reports.
- f) In case of system compromise due to cyber-attacks (**THE WINNING PARTICIPANT**) shall assist PIACL team to restore the system.
- g) In case of any disaster (**THE WINNING PARTICIPANT**) will be responsible to recover the system and shall assist PIACL team to restore the system.
- h) (**THE WINNING PARTICIPANT**) shall provide an escalation matrix for problem resolution.

## 15. NOTICES

- i) All notices, requests, or other communications hereunder shall be in writing, addressed to the parties as follows:

<p>To PIACL:</p> <p><b>The General Manager Infrastructure</b></p> <p>Address: Room # 1, PIA Computer Center, Terminal-1, Karachi Airport, PIACL Head Office, Karachi.</p>	<p>To</p> <hr style="width: 80%; margin: 10px auto;"/> <p><b>(THE WINNING PARTICIPANT)</b></p> <p>Address</p>
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- ii) Notices mailed by registered or certified mail shall conclusively be deemed to have been received by the addressee when delivered. Notices sent by telex or fax shall be conclusively deemed, to have been received by the addressee upon confirmation of receipt. The other party shall be informed through written notice of the change of address, telephone, telex, fax, and/or email immediately.

**16. DISPUTE RESOLUTION AND GOVERNING LAW**

- a) The Parties shall endeavor to resolve any difference, dispute, or matter arising under this Agreement, failing which either Party may refer it to arbitration before a mutually appointed sole arbitrator. The arbitration shall be conducted in accordance with the Arbitration Act, 1940 and the venue for arbitration shall be at Karachi.
- b) This Agreement is governed by the laws of the Islamic Republic of Pakistan. The parties hereby irrevocably consent to exclusive jurisdiction in the courts at Karachi Pakistan

**17. INDEMNITY**

(**THE WINNING PARTICIPANT**) undertakes and agrees to indemnify and hold harmless PIACL, its officers, and agents from and against all claims, demands, liabilities, damages, and expenses of any nature whatsoever, arising out of, resulting from, and in connection with this agreement whether due to performance / non-performance or poor performance of any services under this Agreement by (**THE WINNING PARTICIPANT**), its employees or its agents or otherwise. In any case, the obligation on the part of the (**THE WINNING PARTICIPANT**) to indemnify shall be limited to the contract value 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 actions/breeches/violations/ poor and underperformance of the (**THE WINNING PARTICIPANT**).

**18. FORCE MAJEURE:**

This Agreement shall be suspended during the period and to the extent of such period that either parties are prevented or hindered from complying with their obligations under any part of this Agreement by any cause beyond their reasonable control, including but not limited to, acts of governmental authority, unavailability energy sources, and natural disasters or weather-related outages. If such a period of suspension exceeds **30** days, the Agreement shall immediately terminate unless the parties otherwise agree in agreement and advance paid amounts for unexpired (payments if any) shall be refunded to PIACL.

Now, this agreement witness that in consideration of the mutual covenants herein contained, the Parties hereto have caused this Agreement to be signed in their respective names in two identical counterparts each of which shall be deemed as original as the day, month, and year first above written.

#### **19. PENALTY:**

In case of non-performance, poor and underperformance, and defaults attributable to **(THE WINNING PARTICIPANT)** 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:

- i) In case of non-satisfactory performance referred to in point “**14 - c**” of this agreement “**SL Requirements**”, 30% of the support cost of one quarter shall be deducted.
- ii) In case of non-satisfactory performance referred in the rest of the clauses of the Service Level requirement, in point “**14**” of this agreement “**SL Requirements**”, 10% of the total amount of yearly support cost shall be deducted.

#### **20. VARIATION AND AMENDMENT**

This Agreement shall not be varied, modified, altered, amended, or supplemented, etc. except through mutual consent of both parties in writing.

#### **21. SCHEDULES / ANNEXURES**

For all intents and purposes, the Schedules/Exhibits of this Agreement shall form an integral part of this agreement and the contractor shall comply with and fulfill all the terms and conditions stipulated in such schedules and exhibits. Any default by the contractor to comply with any terms and conditions incorporated in the schedules /exhibit shall be deemed as breach of this Agreement.



This Agreement is agreed upon and reviewed by following.

**Signatory to contract**

<b>(Signatures)</b>	<b>(Signatures)</b>
<b>For and on behalf of</b>	<b>For and on behalf of</b>
<b>Service Provider</b>	<b>Company</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>

**Witness-1**

<b>(Signatures)</b>	<b>(Signatures)</b>
<b>For and on behalf of</b>	<b>For and on behalf of</b>
<b>Service Provider</b>	<b>Company</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>

**Witness – 2**

<b>(Signatures)</b>	<b>(Signatures)</b>
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<b>For and on behalf of</b>	<b>For and on behalf of</b>
<b>Service Provider</b>	<b>Company</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>

**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 an 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 time the sum of any commission, gratification, brief, 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 \_\_\_\_\_

Mob# \_\_\_\_\_

CNIC \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone /Fax# \_\_\_\_\_