

Ref: GMCM/ Data & Internet/23/01/2025

Dated: 14-03-2025

M/S _____

**SUB: Data/Internet Bandwidth/Connectivity services required at
PIACL different Locations (23 Locations)**

We are pleased to invite your sealed tenders for the Tender mentioned above. The terms & conditions of the tender/ supplies are given below:-

A) SUBMISSION OF TENDER

1. Bidding documents containing detail terms and conditions, etc. are available electronically and can be downloaded from
2. PIACL Website <https://www.piac.com.pk/corporate/sales- procurement/tenders>
3. PPRA Website <https://www.ppra.org.pk/active-tenders>
4. EPADS-PPRA website <https://eprocure.gov.pk> through Supplier Login (**Federal (PPRA)**)
5. Bids must be submitted electronically through EPADS. **Submission through EPADS is mandatory**
For EPADS issues, please contact at auditcell.scm@piac.aero and contract.tech@piac.aero
6. The bids must be prepared in accordance with the instruction in the bidding documents and must be submitted by **14-04-2025** on/before 10:30 AM (PST). Bids will be opened on the same day at 11:00 AM (PST).
7. Hard Copies of bids along with Original Bid Security instrument may also be submitted to the undersigned before above given deadline (in addition to EPADS submission).
8. **Bidders are required to submit a Pay Order of Rs.15, 000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidder).**

B) EARNEST MONEY (Local Bidders)

The Tender should be accompanied a Pay Order payable (valid for 180 days from the date of tender opening) equivalent to **200,000 PKR** value 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.

C) SECURITY DEPOSIT (Local Bidders)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (pay order) in the amount equivalent to 5% of total tender value stated in the Letter of Acceptance 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.

D) 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 “**FINANCIAL**” and “**TECHNICAL**” 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 returned ***un-opened*** to the respective bidders.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

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.

Bidders MUST:

- Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate).
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Performa issued by PIA.
- Affix the company seal on all tender documents.

- Tender Fee Pay Order in favor of M/s PIAC.

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

F) 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) Undertakings to be submitted on Company Letter Head by International Bidders and by domestic bidders on Rs.100/= non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Contracts & Agreements, PIA P&L 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.

G) 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.

H) Duration of Contract

The Contract duration is initially for three (03) years starting from the date of issuance of Acceptance Letter and it is extendable based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser. Contract may be extendable with mutual consent subject to the satisfactory performance of the vendor for further two (02) terms of one (01) year each at the same terms and conditions.

All questions and any form of communications with PIACL regarding this RFP must be in writing and only be directed to the RFP Contact named in schedule of events of this RFP unless otherwise advised in writing from the RFP Contact. Verbal responses to inquiries are not binding on any party.

**Pakistan International Airlines
GM Contract Management Division**

**1st Floor, Supply Chain Management Department
Building, [PIACL], Head Office Karachi Airport-75200
Pakistan**

Tel: +92-21-99044216 / 5277

E - mail: gm.cm@piac.aero / contract.tech@piac.aero

Website: <http://www.piac.com.pk/>

Request for Proposal
PAKISTAN INTERNATIONAL AIRLINES
Category 1 – Data Links / Internet

INTRODUCTION

PIA desires to engage the Firm(s)/Service Provider(s) to procure Data/Internet Bandwidth Services for an initial period of One year, with the option to extend for Two (02) additional One (01)-year terms under the same terms and conditions.

Scope of work

Service provider shall provide Data/Internet Bandwidth/Connectivity at following mentioned locations:

S. No	Service provider	Bandwidth	Medium	Type
1	Sialkot Booking Office	4 Mbps	Fiber	MPLS
2	RWP Medical Centre	8 Mbps	Fiber	MPLS
3	ISB Blue Area	100 Mbps	Fiber	MPLS
4	PIA Booking Office Multan	10 Mbps	Fiber	MPLS
5	PIA Booking Office Peshawar	10 Mbps	Fiber	MPLS
6	PIA Booking Office Quetta	10 Mbps	Fiber	MPLS
7	PIA Office Multan International Airport	10 Mbps	Fiber	MPLS
8	PIA Office Bacha Khan International Airport	10 Mbps	Fiber	MPLS
9	PIA Booking Office Karachi	10 Mbps	Fiber	MPLS
10	PIA Office Sialkot International Airport	6 Mbps	Fiber	MPLS
11	PIA Booking Office Faisalabad	6 Mbps	Fiber	MPLS
12	Sukkur Airport	6 Mbps	Fiber	MPLS
13	PIA Booking Office Sukkur	6 Mbps	Fiber	MPLS
14	PIA Office ISB Airport	25 MB	Fiber	MPLS
15	Quetta International Airport	10 Mbps	Fiber	MPLS
16	Quetta International Airport (CUPS)	6 Mbps	Fiber	MPLS
17	Jinnah International Airport	20 Mbps	Fiber	MPLS
18	PIA International Airport Lahore (CARGO)	20 Mbps	Fiber	MPLS
19	PIA Islamabad Town Office	50 Mbps	Fiber	MPLS
20	Gwadar Airport	4 Mbps	Fiber	MPLS
21	PIA Office Quetta International Airport	10 Mbps	Fiber	MPLS
22	Faisalabad International Airport	6 Mbps	Fiber	MPLS
23	Dera Ghazi Khan	2 Mbps	Fiber	MPLS

1. Service Provider shall ensure their connectivity on the above mentioned locations

2. The vendor will be responsible for laying Fiber and acquire all permissions from any authorized Regulatory Body where required.
3. Price should be valid for three (03) years.
4. In the event of the shifting of links from one location to another, it shall be free of cost.

RESPONSE REQUIREMENTS

Potential bidders must follow the following requirement for their responses.

- 1- Vendors already providing Data/Internet Services on specified locations with valid agreement are not eligible to participate again.
- 2- Certificate of Company/Firm/Contractor Registration/Incorporation under the laws of Pakistan.
- 3- Valid Registration Certificate for Income Tax & General Sales Tax (GST).
- 4- Bidder must submit earnest money and security deposit as per PIA rules.
- 5- Incomplete and conditional responses will not be entertained.
- 6- PIAC reserves the right to accept/reject any response or cancel the tender process altogether at any stage with assigning reason.
- 7- Responses are liable to be rejected if; they are not confirming to the terms, conditions and specifications stipulated in this document.
- 8- The Responses submitted via email or fax will not be entertained

EVALUATION CRITERIA

Bidder should be vigilant:

- To fulfill all requirements as laid down in Mandatory Requirements.
- That proposed bid may be rejected if any of the requirement(s) is not met in "Mandatory Requirements" and no further condition shall be given.

MANDATORY REQUIREMENTS:

S. No.	Description	Document Required
1	Service Provider can participate for one/more than one/all of the following sites mentioned: <ul style="list-style-type: none"> • Sialkot Booking Office • RWP Medical Centre • ISB Blue Area • PIA Booking Office Multan • PIA Booking Office Peshawar • PIA Booking Office Quetta • PIA Office Multan International Airport • PIA Office Bacha Khan International Airport • PIA Booking Office Karachi • PIA Office Sialkot International Airport • PIA Booking Office Faisalabad • Sukkur Airport • PIA Booking Office Sukkur • PIA Office ISB Airport • Quetta International Airport • Quetta International Airport (CUPS) • Jinnah International Airport • PIA International Airport Lahore (CARGO) • PIA Islamabad Town Office • Gwadar Airport • PIA Office Quetta International Airport • Faisalabad International Airport • Dera Ghazi Khan 	Letter on Company's letter head
2	Bandwidth of Data/Internet link should be dedicated/CIR for both Uplink and Downlink.	
3	The bidder must have a proper 24/7 support department available with proper UAN numbers. The bidder must have 24/7 support available including public holidays.	Company registration certificate Provide escalation
4	The bidder shall have the relevant valid license from Pakistan Telecommunication Authority (PTA) to provide the required services nationwide	Valid PTA License for the applied category
5	Bidder shall have fully resilient and self-healing network architecture, on fiber Medium	
6	Bidder must be in business for at least 03 years	
7	Bidder shall provide the NMS (Network Monitoring System) for monitoring. The provided NMS shall be capable of providing the following reports.	

	<ul style="list-style-type: none">• Bandwidth Utilization (in Mbps)	
8	Service Provider must comply all the requirements mentioned in the section "Scope of Work" and "Response requirements".	
9	Only companies with aggregation connectivity available at PIA's Main Data Center in Karachi and the DR site in Rawalpindi are eligible to participate.	

Financial Bid Format

S. No	Internet bandwidth service cost, Including all Items with Required Quantity	Monthly Amount in PKR	Amount for One Year in PKR	Applicable Tax on yearly amount with tax rate ____ % in PKR	Total amount for one year including tax PKR
1	Sialkot Booking Office, 4Mbps, FIBER, MPLS				
2	RWP Medical Centre, 8 Mbps, FIBER, MPLS				
3	ISB Blue Area, 100 Mbps, FIBER, MPLS				
4	PIA Booking Office Multan, 10 Mbps, FIBER, MPLS				
5	PIA Booking Office Peshawar, 10 Mbps, FIBER, MPLS				
6	PIA Booking Office Quetta, 10 Mbps, FIBER, MPLS				
7	PIA Office Multan International Airport, 10 Mbps, FIBER, MPLS				
8	PIA Office Bacha Khan International Airport, 10 Mbps, FIBER, MPLS				
9	PIA Booking Office Karachi, 10 Mbps, FIBER, MPLS				
10	PIA Office Sialkot International Airport, 6 Mbps, FIBER, MPLS				
11	PIA Booking Office Faisalabad, 6 Mbps, FIBER, MPLS				
12	Sukkur Airport, 6 Mbps, FIBER, MPLS				
13	PIA Booking Office Sukkur, 6 Mbps, FIBER, MPLS				
14	PIA Office ISB Airport, 25 Mbps, FIBER, MPLS				
15	Quetta International Airport, 10 Mbps, FIBER, MPLS				
16	Quetta International Airport (CUPS), 6 Mbps, FIBER, MPLS				
17	Jinnah International Airport, 20 Mbps, FIBER, MPLS				
18	PIA International Airport Lahore (CARGO), 20 Mbps, FIBER, MPLS				
19	PIA Islamabad Town Office, 50 Mbps, FIBER, MPLS				
20	Gwadar Airport, 4 Mbps, FIBER, MPLS				
21	PIA Office Quetta International Airport, 10 Mbps, FIBER, MPLS				
22	Faisalabad International Airport, 6 Mbps, FIBER, MPLS				
23	Dera Ghazi Khan, 2 Mbps, FIBER, MPLS				
TOTAL					

DRAFT AGREEMENT

Premium Data Bandwidth Services

This Agreement (hereinafter called the "Agreement") is made on the _____ (hereinafter called "Effective Date").

BY & BETWEEN

Pakistan International Airlines Corporation Limited ("PIACL") a Public Limited Company incorporated and governed under the laws of Pakistan located at **PIA Head Office, Jinnah International Airport Karachi** (hereinafter referred to as "**PIA**" or "**PIACL**" which expression shall wherever the context so permits, means and include its legal representatives, administrators and assigns);

AND

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

PIACL and Service Provider Pakistan shall herein after individually be referred as a "**Party**" and collectively as "**Parties**" where the context of this Agreement so required.

WHEREAS

- a. PIACL desires to acquire Premium Data Bandwidth Services through bidding process
- b. Service Provider Pakistan, selected as a result of bidding process, shall provide Premium Data Bandwidth Services as per the terms agreed in this 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 addendum 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.

v. Definitions:

Effective Date: xxxxx to xxxxx.

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 three (03) 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.
- 2.7 This work contains confidential information and proprietary information belonging to Service Provider Pakistan and PIA. 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.
- 2.8 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.
- 2.9 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 (03) 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 (03) working days thereof.

3. WARRANTIES AND REPRESENTATIONS BY Service Provider

- a. Through this Agreement, the Service Provider Pakistan hereby warrants and undertakes to PIA, that it has requisite professional expertise and necessary infrastructure to provide IP Bandwidth requirements of PIA and the services related there to the complete satisfaction of PIA.
- b. Service Provider Pakistan warrants and represents that the design shall strictly follow the requirements for the services contemplated under this Agreement and that it shall provide to PIA a solution under this Agreement that is reliable, robust and secure due to sensitivity of the data through its use of proven solutions. Service Provider Pakistan further warrants that the manageability and security is built within the network architecture as a function of the hardware and design

rules and is designed into all Service Provider Pakistan's networks and derived services as a basic requirement.

4. SCOPE OF WORK

- The service provider should provide Premium Data/Internet Bandwidth CIR with static IP pool connectivity at the following mentioned locations:

S. No	Service provider	Bandwidth	Medium	Type
1	Sialkot Booking Office	4 Mbps	Fiber	MPLS
2	RWP Medical Centre	8 Mbps	Fiber	MPLS
3	ISB Blue Area	100 Mbps	Fiber	MPLS
4	PIA Booking Office Multan	10 Mbps	Fiber	MPLS
5	PIA Booking Office Peshawar	10 Mbps	Fiber	MPLS
6	PIA Booking Office Quetta	10 Mbps	Fiber	MPLS
7	PIA Office Multan International Airport	10 Mbps	Fiber	MPLS
8	PIA Office Bacha Khan International Airport	10 Mbps	Fiber	MPLS
9	PIA Booking Office Karachi	10 Mbps	Fiber	MPLS
10	PIA Office Sialkot International Airport	6 Mbps	Fiber	MPLS
11	PIA Booking Office Faisalabad	6 Mbps	Fiber	MPLS
12	Sukkur Airport	6 Mbps	Fiber	MPLS
13	PIA Booking Office Sukkur	6 Mbps	Fiber	MPLS
14	PIA Office ISB Airport	25 MB	Fiber	MPLS
15	Quetta International Airport	10 Mbps	Fiber	MPLS
16	Quetta International Airport (CUPS)	6 Mbps	Fiber	MPLS
17	Jinnah International Airport	20 Mbps	Fiber	MPLS
18	PIA International Airport Lahore (CARGO)	20 Mbps	Fiber	MPLS
19	PIA Islamabad Town Office	50 Mbps	Fiber	MPLS
20	Gwadar Airport	4 Mbps	Fiber	MPLS
21	PIA Office Quetta International Airport	10 Mbps	Fiber	MPLS
22	Faisalabad International Airport	6 Mbps	Fiber	MPLS
23	Dera Ghazi Khan	2 Mbps	Fiber	MPLS

- Service Provider shall ensure their connectivity on the above mentioned locations
- The vendor will be responsible for laying Fiber and acquire all permissions from any authorized Regulatory Body where required.
- Price should be valid for three (03) years.
- In the event of the shifting of links from one location to another, it shall be free of cost.

5. RFP MANDATORY REQUIREMENTS

1. Service Provider can participate for one/more than one/all of the following sites mentioned:

S. No	Service provider	Bandwidth	Type
1	Sialkot Booking Office	4 Mbps	MPLS
2	RWP Medical Centre	8 Mbps	MPLS
3	ISB Blue Area	100 Mbps	MPLS
4	PIA Booking Office Multan	10 Mbps	MPLS
5	PIA Booking Office Peshawar	10 Mbps	MPLS
6	PIA Booking Office Quetta	10 Mbps	MPLS
7	PIA Office Multan International Airport	10 Mbps	MPLS
8	PIA Office Bacha Khan International Airport	10 Mbps	MPLS
9	PIA Booking Office Karachi	10 Mbps	MPLS
10	PIA Office Sialkot International Airport	6 Mbps	MPLS
11	PIA Booking Office Faisalabad	6 Mbps	MPLS
12	Sukkur Airport	6 Mbps	MPLS
13	PIA Booking Office Sukkur	6 Mbps	MPLS
14	PIA Office ISB Airport	25 Mbps	MPLS
15	Quetta International Airport	10 Mbps	MPLS
16	Quetta International Airport (CUPS)	6 Mbps	MPLS
17	Jinnah International Airport	20 Mbps	MPLS
18	PIA International Airport Lahore (CARGO)	20 Mbps	MPLS
19	PIA Islamabad Town Office	50 Mbps	MPLS
20	Gwadar Airport	4 Mbps	MPLS
21	PIA Office Quetta International Airport	10 Mbps	MPLS
22	Faisalabad International Airport	6 Mbps	MPLS
23	Dera Ghazi Khan	2 Mbps	MPLS

2. Bandwidth of Data/Internet link should be dedicated/CIR for both Uplink and Downlink.
3. The bidder must have a proper 24/7 support department available with proper UAN numbers. The bidder must have 24/7 support available including public holidays
4. The bidder shall have the relevant valid license from Pakistan Telecommunication Authority (PTA) to provide the required services nationwide.
5. Bidder shall have fully resilient and self-healing network architecture, on fiber Medium
6. Bidder must be in business for at least 03 years
7. Bidder shall provide the NMS (Network Monitoring System) for monitoring. The provided NMS shall be capable to provide the following reports:
 - Bandwidth Utilization (in Mbps)
8. Service Provider must comply all the requirements mentioned in the section "Scope of Work" and specified "Requirements".
9. Only companies with aggregation connectivity available at PIA's Main Data Center in Karachi and the DR site in Rawalpindi are eligible to participate.

6. DELIVERY TIMELINES

All services mentioned in the Scope of Work shall be fully commissioned, tested and handed over to the complete satisfaction of PIA within 30 working days after PO issuance & reception of payment and such commissioning, testing and handing over of the services and the Scope of Work shall only be deemed to have been completed and accepted by PIA upon the issuance of written certification in this regard by PIA to Service Provider Pakistan.

7. DURATION AND TERMINATION

- a. The Agreement shall be for a term of One (01) year from xxxxxx to xxxxxx. The Service Provider Pakistan is liable to provide support services for One Year. After One years, the support agreement may be renewed for further two (2) terms for one year each, subject to PIACL requirement, and subject to satisfactory performance of the Service Provider Pakistan on 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.
- b. For Convenience: PIACL, by written notice sent to Service Provider Pakistan, may terminate the contract in whole or in part at any time for its convenience giving one month's prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. PIACL shall consider request of the Service Provider Pakistan for pro-rata payment till the date of termination.
- c. For Insolvency: PIACL at any time may terminate the contract by giving written notice to Service Provider Pakistan, if Service Provider Pakistan becomes bankrupt or insolvent. Including this event, termination will be without compensation to Bidder, 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.
- d. For Non-Performance: PIACL reserves its right to terminate the contract in the event of Service Provider Pakistan repeated failures (say more than 03 occasions in a calendar year to maintain the service level prescribed by PIACL).

8. TERMS OF PAYMENT

a) Payment shall be released after delivery of services in accordance with the requirements of this agreement and up to the satisfaction of the Company within 45 days after the submission of invoice and relevant documents. Payments will be made in Pak Rupees on quarterly basis. No advance payment shall be made.

b) All payments shall be subject to any and all deduction of taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e., till termination of the signed agreement in this regard. These payments may be subjected to deductions of any amount payable by the Service Provider Pakistan to the Company, including but not limited to damages etc.

9. SECURITY DEPOSIT

Prior to or at the time of the execution of this Agreement Service Provider Pakistan shall deposit pay order/ Bank Guarantee (10% of total contract value) as interest free security deposit with the Authorized Office of PIACL. PIACL shall have the right to recover / adjust all liabilities and/or outstanding amounts of the Service Provider Pakistan from the amount of Security Deposit furnished/deposited by Service Provider Pakistan. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refunded to the Service Provider Pakistan after deduction of all the outstanding amounts and/or dues recoverable from Service Provider Pakistan 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 Service Provider Pakistan within 15 days' time with PIACL to maintain the amount of Security Deposit as stipulated herein above. In addition, PIACL shall always be entitled to recover any other amount outstanding against the Service Provider Pakistan through different modes and methods provided under the applicable laws.

10. Taxes and Duties

The Service Provider Pakistan shall be entirely responsible for all taxes, duties and other such levies imposed on by the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan or any other relevant authority on any payment made by PIA under this agreement or otherwise.

11. SAFETY & SECURITY

Service Provider Pakistan 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 safety of men and materials in carrying out the work under this Agreement. Any

breach thereof will invoke immediate termination of contract and/or claim of damages by PIA from Service Provider Pakistan.

12. TERMS AND CONDITIONS

- a). Service Provider Pakistan warrants that the services shall be performed in a professional manner consistent with best internationally accepted industry standards, and applicable to such services.
- b). Service Provider Pakistan shall be responsible for the payment of all the taxes, dues etc. under the law in respect of any and all person working for or on behalf of Service Provider Pakistan as a part of the commissioning/maintenance team within COMPANY premises.
- c). Service Provider Pakistan 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 COMPANY. However, in case, of any delay caused in commissioning or support due to a valid reason beyond the control of Service Provider Pakistan shall be honored.
- d). Any mishap occurring due to conditions or resources not in control of Service Provider Pakistan or COMPANY cannot be made a liability against either party

13. HELP DESK SUPPORT

- a). An outage or service interruption is defined when PIA notifies Service Provider Pakistan, which shall be carried out in the first instance by use of the web portal or via dialing corporate helpline of Service Provider Pakistan.
- b). PIA shall be given a dedicated account manager and customer online portal, to ensure communication for optimum after sales services.
- c). In case, of failure, to resolve outage or service interruption or any other issue pertaining to services contemplated under this Agreement, Service Provider Pakistan shall arrange an engineer’s visit to the premises within eight (8) hours of troubleshooting through remote assistance. At the event of a complaint, site manager or alternate shall cooperate to provide Service Provider Pakistan with all relevant information to help start the troubleshooting.

14. NOTICES

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

<p>To PIACL:</p> <p>The General Manager IT</p> <p>Infrastructure</p> <p>Address: PIA Computer Center Building, Terminal-1, JIAP, Karachi.</p>	<p>To Service Provider Pakistan:</p> <p>The General Manager</p> <p>Address:</p>
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- b). 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.

15. 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 Islamic Republic of Pakistan. The parties hereby irrevocably consented to the exclusive jurisdiction of the courts at Karachi Pakistan

16. INDEMNITY

The Service Provider Pakistan undertakes and agrees to indemnify and hold harmless PIA, 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 Service Provider Pakistan, its employees or its agents or otherwise. In any case, the obligation on the part of the Service Provider Pakistan to indemnify to the actual claim. However, where cause(s) giving rise to any claim, demand, liability, damage, expenses etc. are proven to have been attributed beyond doubt solely to the actions/breeches/violations/non, poor and under performance of the Service Provider Pakistan then the limit of liability will be on the basis of actual claim, demand, liability, damage, expenses etc. caused.

17. 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, acts of governmental authority, unavailability energy sources and natural disasters or weather-related outages. If such period of suspension exceeds **15** days, the Agreement shall be immediately terminated unless the parties otherwise agree in agreement and advance paid amounts for unexpired (payments if any) shall be refunded to PIA.

Now this agreement witnesses 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.

18. PANELTY:

In case of nonperformance, poor and under performance and defaults attributable to the Service Provider Pakistan 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 Service Level Requirements (18-b), 10% of the service charges of one quarter shall be deducted on each incident.
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.

19. SERVICE LEVEL REQUIREMENTS

Service uptime 99.99% and 24x7x365 on call support should be available. Uptime will be calculated and reported per billing cycle. Routine maintenance will be announced at least 72 hours in advance.

Following are the service severity levels:

Service Severity Level	Impact	Description
Severity I	Major Impact	Severity One incidents affect a large number of users or customers, interrupt business or part of business, and affect service delivery.
Severity II	Major Impact	Severity Two incidents affect a few staff and interrupt work to some degree. Customers may be slightly affected or inconvenienced.
Severity III	Minor Impact	Severity Three incidents are those that do not interrupt users or the business and can be worked around. Services to users and customers can be maintained.
Change Request / Service Request	No Impact	This is a request from the client to make modification to the configuration or setup of one or multiple hosted services.

Administrative Request	No Impact	This is a request in relation to billing, sales or administration of the services and is of a non-technical nature
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Service Severity Level	Acknowledge	Response	Repair
Severity I	15 Minutes	1 Hour	4 Hours
Severity II	30 Minutes	2 Hours	8 Hours
Severity III	Same Day	Next Business Day	Two Business Days
Change Request / Service Request	Next Business Day	Next Business Day	Two Business Days
Administrative Request	Next Business Day	Next Business Day	Two Business Days

20. Quarterly periodic health check of service/system.

By Service Provider Pakistan

21. VARIATION AND AMENDMENT

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

22. SCHEDULES / ANNEXTURES

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 in addition to the terms and conditions made stipulated and agreed in this agreement. Any default by the contractor to comply with any terms and conditions incorporated in the schedules /exhibit shall also be deemed as breach of this Agreement.

The agreement is agreed and received by the following:

(Signatures)	(Signatures)
For and on behalf of Service Provider	For and on behalf of
	Pakistan International Airlines Corporation
Name:	Name:
Designation:	Designation:

Witness – 1:

Witness – 1:

(Signatures)	(Signatures)
Designation:	General Manager IT Infrastructure
Name:	Name:

Witness – 2:

Witness – 2:

(Signatures)	(Signatures)
Designation:	General Manager Contract Management
Name:	Name: