



PORT QASIM AUTHORITY
Governance & Innovation

PORT QASIM AUTHORITY

BIN QASIM, KARACHI-75020



NOTICE INVITING TENDER FOR **MAINTENANCE & SUPPORT SERVICES (MSS) FOR INFORMATION** **TECHNOLOGY INFRASTRUCTURE AT PQA**

1. Port Qasim Authority (PQA) under Federal Ministry of Maritime Affairs invites sealed tenders from reputed technology firms having experience, expertise, setup and relevant partnership with OEM for **Maintenance & Support Services (MSS) for Information Technology Infrastructure at PQA for one year extendable for one more year on same terms & conditions subject to satisfactory performance.** The extension will be at the discretion of the Authority.
2. The firm must be registered with Income Tax and Sales Tax Departments under F.B.R. and also with Sindh Revenue Board (S.R.B) certificate of registration Sindh Sales Tax Registration number (SNTN) Government of Sindh, Karachi and must be on Active Taxpayers List of the Federal Board of Revenue.
3. The bids, prepared in accordance with the instructions in the bidding documents, may be submitted to PQA IT Department by **12:30 hours on 18-02-2025**. Bids must be accompanied with bid security, in separate envelope, amounting to **PKR 200,000/- (Two Hundred Thousand Rupees only) (refundable)** in the form of a Pay Order in favor of "Port Qasim Authority" valid for a period up to ninety (90) days beyond the date of bid opening. Clause 36(b) of PPRA Rules 2004 will strictly be observed in the tender, according to which these documents should be in two sealed envelopes marked as "Technical Proposal" and "Financial Proposal" separately. Late submission of bids shall not be accepted. Technical proposal shall only be opened on the same day at 13:00 hours in the presence of representative of the firm who may like to be present. The representative should bring the authorization letter from their vendor for attending the tender opening.
4. Interested firms may download the Advertisement/Tender/RFP notice from Port Qasim Authority (PQA) website www.pqa.gov.pk and PPRA website at www.ppra.org.pk.
5. The financial proposals of technically qualified bidders shall be opened in the presence of bidders or their authorized representatives who may wish to attend. The date, time and venue will be intimated later. The financial proposals of technically non-qualified bidders shall be returned unopened.
6. Port Qasim Authority reserves the right to accept or reject any or all bids as per PPRA 2004 and no claim whatsoever shall be entertained in this regard. Authority's decision shall be final and binding on all the bidders.

(SHAHNAWAZ MANGRIO)
Secretary (PQA)

PORT QASIM AUTHORITY

Information Technology Department

Request for Proposals (RFP)

No. RFP-01/2025

**MAINTENANCE & SUPPORT SERVICES (MSS)
FOR
INFORMATION TECHNOLOGY INFRASTRUCTURE AT PQA**

Issue Date: January-2025

[This document contains Tender/TOR for MSS]

SECTION- I INFORMATION FOR BIDDERS

1. INTRODUCTION

- 1.2. You are hereby invited to submit a technical and a financial proposal for Information Technology Services required for the Assignment named in the attached Data Sheet (referred to as “**Data Sheet**” hereafter) placed at [Section-II](#). Your proposal would form the basis for a contract between your firm and the Client named in the **Data Sheet**.
- 1.3. A brief description of the Assignment and its objectives are given in the **Data Sheet**. Details are provided in the attached **TOR** ([Refer Section-V](#)).
- 1.4. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference as specified in the **Data Sheet**. Your representative shall meet the officials named in the **Data Sheet**. Please ensure that information of the visit be communicated in advance to these officials to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.5. The Client shall provide the inputs specified in the Data Sheet, assist the bidder/contractor in obtaining licenses and permits needed to carry out the services, and make available relevant information for the project
- 1.6. Please note that:
 - i) The cost of preparing the proposal including visits to the site or Client, are not reimbursable as a direct cost of the Assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 1.7. We wish to remind you that in order to avoid conflicts of interest:
 - i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
 - ii) Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.
- 1.8. **Fraud and Corruption**

It is the policy of the PQA to require its staff and its Bidder/Contractor/Vendor /consultants to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, PQA:

 - a) Defines, for the purposes of this provision, the terms set forth below:

may at its discretion extend the deadline for the submission of proposals.

2.4. **Amendment of Bidding Documents**

2.4.1. At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

2.4.2. Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 2.4.1 hereof, and shall be communicated in writing to all prospective bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

2.4.3. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids

3. **PREPARATION OF PROPOSAL**

You are requested to submit a technical and a financial proposal written in English language.

3.1. **Technical Proposal**

3.1.1. In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

3.1.2. During preparation of the technical proposal, give particular attention to the following:

- i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the **Data Sheet**.
- ii) Subcontracting part of the Assignment which is not available with the firm, to other contractors if considered desirable; the same sub-contractor may be included in several proposals, subject to limitations in the **Data Sheet**.
- iii) Your proposal should be based on a number of required professional staff in accordance with the requirement of the professionals as indicated in the Data Sheet.
- iv) The professional working staff shall be on the payroll of the company.
- v) Working staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required qualification & experience of proposed key staff shall be as listed in the Data Sheet.
- vi) **Integrity pact** – Procurement exceeding Rs. 10 Million shall be subject to an integrity pact between the procuring agency and the suppliers or contractors. Consent of applicants to sign the Integrity Pact consent is mandatory

3.1.3. Your technical proposal shall provide the following and any additional information, using the mentioned formats attached as [Section-III](#):

PKR 200,000/- (Rupees two hundred thousand only), refundable in the form of a Pay Order in favor of the "Port Qasim Authority" valid for a period up to ninety (90) days beyond the date of bid opening.

- 3.3.2. The Pay Order against the Bid Security will be submitted separately with Technical Proposal that will be checked at the time of opening of Tender. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 3.3.3. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 3.3.4. The Bid Security of the successful bidder will be returned when the successful bidder has furnished the required Performance Security.
- 3.3.5. If a successful bidder fails to enter into a Contract Agreement, for any reason the Bid Security will be forfeited by the Authority.

4. SUBMISSION OF PROPOSALS

- 4.1. You shall submit one original technical proposal and one original financial proposal and the **number of copies** of each indicated in the **Data Sheet**. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked as "**Technical Proposal**" and the financial proposals in separate envelope marked as "**Financial Proposal**". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be sealed bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2. In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy financial proposal shall be prepared in indelible ink and shall be signed by the authorized Bidder's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. The person or persons signing the proposal shall initial all pages of the financial proposals.
- 4.3. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. The person or persons signing the proposal shall initial any such corrections.
- 4.4. The completed financial proposal shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5. The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

- iv) Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
 - v) Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.
- 5.3. PQA after the award of Contract will publish on its website the following information: (i) name of all bidders who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of all bids that had been evaluated; (iv) name of bidders that were disqualified and the reasons for their disqualification; and (v) name of the bidder recommended for award and reason for recommendation, duration and summary scope of the contract.
- 5.4. **Confidentiality** The procuring agency shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report.
- 5.5. **The mandatory Non-Responsive Conditions for the information of the Bidders.**

Major deviations to the commercial requirements are a basis for the rejection of bids. As a general rule, major deviations are those that, if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison with bids that are properly compliant with the bidding documents. Examples of major deviations include:

- (i) Stipulating price adjustment when fixed price bids were called for;
 - (ii) Phasing of contract start-up, delivery, installation, or construction not conforming to required critical dates or progress markers;
 - (iii) Subcontracting in a substantially different amount or manner than that permitted;
 - (iv) Refusing to bear important responsibilities and liabilities allocated in the bidding documents, such as performance guarantees and insurance coverage;
 - (v) Taking exceptions to critical provisions such as applicable law, taxes and duties, and dispute resolution procedures;
 - (vi) Those deviations that are specified **at clause 3.1 of Data Sheet** as requiring rejection of the bid (such as, participating in the submission of another's bid other than as a subcontractor);
 - (vii) Refusal to Sign Integrity Pact.
- 5.6. **Rejection of bids:** (1) the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.

6. NOT USED

7. AWARD OF CONTRACT

- 7.1. The contract shall be awarded to the successful Bidder after approval by the

12. PERFORMANCE SECURITY

- 12.1 Within fifteen (15) days of receipt of notification of award from the Employer/Authority, the successful bidder shall furnish a performance security in the amount of ten percent (10%) of total contract price in the form of a Bank Guarantee in favor of the Employer/Authority as per format of the Performance Security Form attached as **Section-VI**.
- 12.2 The Bank Guarantee for performance security shall be issued by a schedule bank of Pakistan (Karachi branches) having 'A' credit rating acceptable to the Employer/Authority.
- 12.3 Failure of the successful bidder to comply with the requirement of 7.2 shall constitute sufficient grounds for the annulment of the award of contract to the successful bidder and forfeiture of the Bid Security. In this event, Employer/Authority may make the award to next highest evaluated bidder or scrap the tender.

Services for one year. The assignment is highlighted in TOR (**Section-V**) to facilitate the bidder to estimate the financial bid

1.12. The duration of MSS will be initially for ONE year extendable for one more year on same terms & conditions subject to satisfactory performance. The extension will be at the discretion of the Authority. The bidder may submit professional suggestion to operate the assignment in a qualitative manner to produce the desired objectives. The bidder must explicitly specify all professionals adequately qualified and experienced for respective task/assignment.

1.13. Not Used

1.14. Following on-site resident support staff for 24x7 operation and maintenance support services be provided as per schedule given below:

- **Data Center and Infrastructure Team** to maintain network, servers, systems, tape backup application during all official days without break to ensure continuous availability of IT services.

S#	Description	# of Staff	Shift/Official Working Days
1.	Team Lead (Networks)	1	0800 hrs to 1600 hrs
2.	Team Lead (Systems)	1	
3.	Network/System Engineer	2	
4.	Network/System Engineer	3	0800 hrs to 0800 hrs

- **Software Project Team** to maintain the developed and deployed oracle applications and to develop new applications as per PQA's requirement.

S#	Description	# of Staff	Shift/Official Working Days
1.	Team Lead (Software)	1	0800 hrs to 1600 hrs
2.	Oracle/.Net / Mobile Developers/Oracle DBA	4	

Note:

a) The firm shall ensure availability of resident engineers/staff for 24x7 operation of Data Center with availability of operational systems without fail.

1.15. PQA will provide Pick & Drop facility from fixed points by its routine transport schedule as mentioned below:

Office Joining Time : 08:00 am to 04:00 pm (08 hours 1st Shift)
: 08:00 am to 08:00 am (24 hours 2nd Shift)

1.16. Professional liability, insurances (description or reference to appropriate Documentation) must be the responsibility of the firm.

Contract Cost

1.17. Currency of the Contract cost - **Pak Rupees**

the tender. No claim on account of any misunderstanding in this regard shall be entertained.

1.20. The number of copies of the Proposal required is: **One original and one copy.**

1.21. The address for mailing and writing on the proposal is:

Head Information Technology

Technical Division

Port Qasim Authority, Karachi.

Tel. No. 92-21-99272190 /
99272111 ext:4136

Fax: 92-21-4730108

1.22. The date and time of proposal submission are: as mentioned in the advertisement.

1.23. Validity period of the proposal is (days): 90 days

1.24. The Assignment is expected to commence within 07 days after signing of agreement.

1.25. The points given to each category of evaluation criteria are:

	<u>Points</u>
(A) Financial Capability	[15]
(B) Personnel	[20]
(C) Firm's Experience	[30]
(D) Support/Service Setup	[10]
(E) Clientele	[15]
(F) Understanding of the Assignment	[10]
Total Points:	<u>100</u>

The minimum technical qualifying score in each category is **50%** Points whereas aggregate passing score is **70%** Points.

2. MANDATORY CRITERIA

A firm must filled the form at **Section – VII – Annex-D (a)**

- (i) The bidders/firms must be registered with Income Tax Department/SRB and should be enrolled / enlisted on Active Taxpayers List (ATL) of FBR.
- (ii) Valid National Tax Number (NTN) and General Sales Tax (GST).
- (iii) The Firm must be in existence since last 7 years.
- (iv) Submission of three years audited balance Sheet.
- (v) List of at least two Maintenance & Support Service assignments completed with documentary evidence.
- (vi) Type of registration of firm(s)/consortia with Memorandum of Association/ Deeds/Certificate of Incorporation.
- (vii) Head/Regional Office in Karachi.
- (viii) The firm must have properly qualified Engineers (Network/System/Software/ Support) to properly take up the tasks of MSS (List of officials with signed Resume must be provided).
- (ix) A duly signed General Certificate on Affidavit from the employer authenticating that all the information provided is correct and final and nothing contrary to the facts available with the facts available with the Firm/Employer/Bidder. Criteria for Technical Evaluation.

4. NOTE ON AWARDING POINTS FOR ADEQUACY OF PROPOSED WORK PLAN AND RESPONDING TO TOR.

In case a proposal appears to be unacceptable under this criterion, i.e., it doesn't deserve to be rated "poor", it may be considered non responsive and rejected.

<u>Grade</u>	<u>Percentage marks</u>
Poor	Less than 70 %
Satisfactory	70%
Good	90%
Very Good	100%

Evaluation Considerations: The Committee evaluates the quality and the adequacy of the proposed methodology and work plan in accordance with detailed evaluation criteria given above by considering such aspects as:

- **Understanding of the Objectives of the Assignment:** The extent to which the consultants' technical approach, respond to the objectives indicated in the TOR.
- **Completeness and Responsiveness:** Does the proposal respond exhaustively to all the requirements of the TOR?
- **Creativity and Innovation:** Does the proposal suggest any new approaches to the assignment or new methodologies that help achieve better outcomes?
- **Clarity:** Are the various elements coherent and decision points well defined?
- **Flexibility and Adaptability:** Are the methodology and plan flexible and easy to adapt to changes that might occur during the work? This aspect is especially relevant when the assignment takes place in potentially changing environments.
- **Technology:** Does the methodology propose the use of appropriate technologies and the adoption of innovative solutions?
- **Methodology and Approach** Solution must include Site visits coverage, key issues to be addressed with due considerations to man-power & activities correlation and methods for work scope aspects etc.
- **Problem Identification, Reporting and Resolution Methods:** Availability, practicality and approach for maintenance and support service w.r.t. problem identification, reporting and its resolution in an effective manner without disrupting the services and/or with bare minimum downtime.

FIRM'S REFERENCE

Relevant Services Carried Out in the Last Ten Years

Using in the format below, provide information on each reference assignment with contact/address for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name		
Country		
Location within Country		
Name of Client & Contact		
No of Staff		
Address:		
Start Date (Month/Year)	Completion (Month/Year):	Approx. Value of Services (in PKR)
Project Director/Team Leader involved		
Narrative Description of Project		

**APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE
ASSIGNMENT**

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED STAFF

- 1. Proposed Position: _____
- 2. Name of Firm: _____
- 3. Name of Staff: _____
- 4. Profession: _____
- 5. Date of Birth: _____
- 6. Years with Firm: _____
- 7. Nationality: _____

8. Detailed Tasks Assigned on the Project _____

9. Key Qualifications:
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

10 Education:
[Summarize college/university and other specialized education/certification of staff member, giving names of institutions, dates attended and degrees obtained.]

11 Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

12 Languages:-
[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

13 Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe about myself, qualifications and experience.

Date: _____

Signature of Staff Member

Day/Month/Year

Or

Authorized official from the firm

FORM 7

This Schedule shall be for 12 months

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name		Months (in the form of BAR Chart)														Number of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14		

Full Time: _____

Part Time: _____

Activities Duration _____

Yours Faithfully

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

**SECTION-IV
FINANCIAL PROPOSAL FORMS**

(To be submitted separately in the sealed envelopes)

Form-1

Name of Bidders: _____

Address: _____

Total Price for 1
year
(Incl of Taxes) _____
(in Numbers)

Total Price for 1
year
(Incl. of Taxes) _____
(in Words)

TECHNICAL DETAILS OF FORM-2

1	FIREWALL / Router			
a	SANGFOR Firewall NGAF 5200	NGAF 5200	Nos.	1
b	SANGFOR IAG 5100	IAM 5100	Nos.	1
c	VPN Router with 2 WAN Port and 7 LAN Port	CISCO RV 082	Nos	1
2	Gigabit Switch at Data Center			
a	Catalyst 3560 24 10/100/1000T + 4 SFP + IPB Image	WS-C3560G-24TS-S	Nos.	2
b	GE SFP, LC connector SX transceiver	GLC-SX-MM=	Nos.	10
3	GIGABIT STACKABLE CORE/DISTRIBUTION SWITCH			
a	Catalyst 3750 12 SFP + IPB Image	WS-C3750G-12S-S	Nos.	2
b	Cisco Redundant Power System 2300 and Blower, No Power Supply	PWR-RPS2300	Nos.	1
c	Cisco Small Business Switch Twenty-four 10/100/1000 Ethernet ports 4 expansion ports: 4 combo* SFP slots	ESW-520-24-K9	Nos.	4
4.1	Access Switch			
a	Twenty-four 10/100 Ethernet ports 4 expansion ports: Two 10/100/1000BASE-T and 2 combo* SFP slots	ESW-520-24-K9	Nos.	4
b	Catalyst 2960 24 10/100 (8 POE) +2T / SFP LAN LITE IMAGE	WS-2960-24LC-S	Nos.	9
c	Catalyst 2960 8 10/100 + 1 T/SFP LAN Base Image	WS-C2960-8TC-L	Nos.	11
d	GE SFP, LC connector SX transceiver	GLC-SX-MM=	Nos.	18
e	GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	Nos.	12
f	Catalyst 2960 48 10/100 +2T / SFP LAN LITE IMAGE	WS-2960-48LC-S	Nos.	3
g	Catalyst 2960 24 10/100/1000 +2T / SFP LAN LITE IMAGE	Cisco 2960G (48)	Nos	1
h	Catalyst Express 500-24		Nos.	1
i	Catalyst 3560 24 10/100/1000T + 4 SFP + IPB Image	WS-C3560G-24TS-S	Nos.	5
	Cisco Catalyst 3750G 24 Port Gigabit Switch - WS-C3750G-24TS-S	WS-C3750G-24TS-S	Nos	1
4.2	Network Management Software			
a	LMS 3.1 Windows ONLY 100 Device Restricted	CWLMS-3.1-100-K9	Nos.	1
5	RACK MOUNTED SERVERS & OPERATIONAL SYSTEMS			
DC / ADC / MS EXCHANGE / TMG SERVERS				
Server	Specs	Qty	Operational System	
IBM Server	<ul style="list-style-type: none"> • x3650 M4 Server • Intel(R) Xeon(R) CPU E5-2697 48 Cores 2 Sockets • 32 GB RAM • 1 TB and 2.73 TB Storage 	1	<ul style="list-style-type: none"> • VMware ESXI 6.5 	
IBM Server	<ul style="list-style-type: none"> • x3650 M4 Server 	1	<ul style="list-style-type: none"> • VMware ESXI 6.5 	

2	04- Port SC Duplex Fiber Panels (Rack Mounted) (3+12)	15
3	SC Fiber Pigtails Multimode	36 / (As per Actual)
4	SC Fiber Pigtails Single mode	12 / (As per Actual)
5	SC Duplex Fiber Patch Cord Multimode	36 / (As per Actual)
6	SC Duplex Fiber Patch Cord Single mode	12 / (As per Actual)
6.2	Structured Cabling – CAT6 (UTP/STP)	
1	Patch Panels	38
2	Front Cable Management Panels	38
4	Face Plates (Single Outlets)	549
5	Modular Jacks (Cat 6 I/O's)	549
6	Back Box	549
7	9 U Racks	23
8	18 U Racks	6
7.	Backup Electricity Power	
1	UPS (APC-16 KVA)	1
2	Emerson 10 KVA with Emerson 2 LTS UF-LT516-1P	1
3	VERTIV 10 KVA Liebert GXT MT+	1
8.	Physical Security	
1	Biometric Access Security/ Card Access Security	1
2	Security Alarm	1
9.	Fire Detection and Protection System	
1	Fire Detection and Protection System (FM 200)	1
2	Fire Detection System	1
10.	Wireless Network/Equipment	
1	Ubiquiti PowerBeam M5 400 airMax Bridge	8
2	Ubiquiti AirFiber 5XHD	4
3	Ubiquiti POE Switch GP A240-050	12
11.	HP Tape Library with License HP Data Protector Backup Software	
1	StorageWorks MSL 2024 tape library with tape cartridges	1
2	HP Data Protector Software	1
12.	24x7 local support for 3750, 3560, and ESW-520-24-k9	

- 3.6 The maintenance contract will be **with parts** for one year extendable for one more year on same terms & conditions subject to satisfactory performance. The extension will be at the discretion of the Authority. The firm will be required to place proper stickers/identifications on equipment under contract before starting the work. The MSS will be with parts replacement, test equipment and provision of all required documentation.
- 3.7 The firm has to ensure availability of sufficient number of Engineers/Staff at its premises to meet all exigencies for deployment of required number resident engineers/staff, without any interruption, at PQA for 24x7 operations of Data Center.
- 3.8 On-site resident engineers/support staff shall ensure 24x7 operation of Data Center and availability of operational systems without fail. In case of absence of any or more resident engineer/staff, the cost shall be deducted as per stipulated rates for absent period. The Authority at its discretion may wave deduction based on concrete reasons. However, any downtime during absent period shall not be accepted that may lead to penalty on the firm at the discretion of the Authority and /or cancellation of the Contract.
- 3.9 If the faults or down-time in critical systems/equipment is unmanageable by resident engineers/staff, the resident engineers/staff will call expert level team from the firm, who shall attend the issue within 4 hours. The critical problems should be resolved within reasonable time. In case of exceptional cases, where relevant item is not available inside country, the fault must be fixed within 4 to 6 weeks. During interim period, alternate resolve must be provided by the firm.
- 3.10 The parts replacement should be from OEM and in no case refurbished or second-hand parts shall be accepted. Any damages incurred due to the inability or negligence of the firm or its designated personnel shall be made in original/good working condition by the firm.
- 3.11 The firm shall be held responsible in case of loss of data due to mishandling of equipment (such as HDD) during repair and maintenance or defective configuration of systems/patches/updates/preventive maintenance undertaken by the firm.
- 3.12 The firm will carry out required cleaning/servicing equipment covered under the Contract. This cleaning service be carried out in off-working / off-peak hours in order to minimize the disruption of systems operations.
- 3.13 SOP with predefined formats for problem reporting, attending & diagnosing the issue, its escalation to the required level, resolution, logging and final reports must be available with the resident engineers/staff/firm in order to carry out the MSS in professional manner. SOP should also be provided to the Client for monitoring and control.
- 3.14 SOP for preventive maintenance services should be provided and followed by the firm.

- 3.21 There may be addition or deletion of hardware and/or systems into the list of systems / equipment / parts during the current contract and at the extension of the Contract for subsequent year. The adjustment in the cost of the contract shall be made accordingly. The total variation of the cost must be within 20% of the initial contract cost.
- 3.22 **Role of Team Lead (Networks) / Team Lead (Systems) and Network & System Engineers**
- They are responsible to report to IT Department.
 - To maintain complete network, network configuration servers, emailing and systems (covered under the contract) in all respect in operational state.
 - Promptly attend problems personally in this regard.
 - Coordinate with the Firm, if required, to resolve the issue(s) timely and in professional manner.
 - Maintain backup of system configurations covered under the contract for quick recovery using HP Tape Backup System/Software.
 - Work in coordination and consultation with officials of IT Department for OJT for PQA officials.
 - Enforcement of cyber security and antivirus policies.
 - Work as per instructions of IT Department
- 3.23 **Role of Team Lead**
- The Team Lead (S/W) is responsible to report to IT Department.
 - To study the assigned paradigms of Port Qasim Authority for the purpose of automation as per prevailing processes. He/she will also be responsible to maintain/prepare the documentation of each phase of automation and also manage the underneath Oracle/.Net/Mobile Developer and DBA. Team lead will also be capable for programming and designing new applications as per requirement.
- 3.24 **Role of System/Software Engineer**
- He is responsible to report to IT Department.
 - The primary function is programming related to software applications developed in Oracle DBMS/Forms/Reports/SQL and other software systems.
 - To undertake regular/adhoc programming/application-development assignments as instructed by IT Department.
 - To attend and resolve software issues for applications covered under the contract as instructed by IT Department.
 - Work in coordination and consultation with officials of IT Department for OJT for PQA officials.
 - Work as per instructions of IT Department
- 3.25 Increase in rates shall be per annum only.
- 3.26 The contract can be extendable for another one year on same terms & conditions subject to satisfactory performance. The extension will be at the discretion of the Authority.
- 3.27 Payments shall be made quarterly after delivering satisfactory services.

4 INFRASTRUCTURE OVERVIEW

The project aims to provide support and maintenance services for the IT infrastructure currently present at PQA. These services shall include resident staff/engineers as well as spares and repairs.

4.1 NUMBER OF NODES

The currently deployed PQA infrastructure is comprised of three main logical portions i.e. **Core, Distribution and Access sites**. Following is the detail of nodes:

Sr.	Building Description	Type of Site	No. of Nodes	Remarks
1	Admin Building	Core Data Centre / Distribution Site	101	No. of nodes may have minor variation
2	IM Directorate	Distribution Site	5	
3	Cargo Export	“	10	
4	Cargo Import	“	4	
5	E&S Building	“	15	
6	Control Tower Building	“	22	
7	Engineering Building	Access Site	87	
8	Human Resource	“	115	
9	Medical Centre	“	14	
10	WB-1 (1st Weighbridge)	“	2	
11	WB-2 (2 nd Weighbridge)	“	2	
12	PQA Exchange	“	1 (2/3)	
13	Berth	“	5	
14	WB-3 (3 rd Weighbridge)	“	1 (2/3)	
15	Communication Works	“	2	
16	Harbour Master	“	6	
17	TOB Building	“	40	
18	Chairman Secretariat, DGF offices & Legal Cell	“	59	
19	Pass Section	“	1 (2/3)	
20	Store	“	26	
21	Survey Section	“	12	
22	GQTS	“	5	
23	IM Estate Building	“	16	
TOTAL			551	

8	Control Tower to Communication	40
9	Cargo Export to Cargo Import	50
10	Cargo Import to WB-2	90
11	WB-1 to WB-2	20
12	Cargo Export to WB-1	70
13	IM Director to IM Estate	60
14	IM Director to GQTS	70
15	IM Director to Survey	60

4.3 LOCATIONS WHERE RACKS HAVE BEEN PLACED

Following is the rack location of different building rooms.

Sr. No.	Department	Placement of Rack	Rack Size	Qty
1	Admin Block (Admin-1)	# Data Centre	42 U Floor Rack	5
2	HR Block (Admin-2)	Room No. 20 (DM GQTS) Room No. 40 (PRU Unit) Room No. 54(PS to Dir HR)	18 U Rack Wall Mounted	3
3	Engg. Block (Admin- 3)	Room No. 1 (Mgr Civil) Room No. 22 (Dir IA)	18 U Rack Wall Mounted	2
4	Engg. Block (Admin- 3)	IT Store Room	9 U Rack Wall Mounted	1
5	Medical Centre	Room No. 2 (Bill Sec)	9 U Rack Wall Mounted	1
6	Cargo Export	Revenue Collection Room	9 U Rack Wall Mounted	1
7	Cargo Import	Room No. 11	9 U Rack Wall Mounted	1
8	Weight Bridge	Weight Bridge 1	9 U Rack Wall Mounted	1
9	Weight Bridge	Weight Bridge 2	9 U Rack Wall Mounted	1
10	IM/Estate Section	#Transferee Room	9 U Rack Wall Mounted	1
11	IM/Survey Section	Room No. 7	9 U Rack Wall Mounted	1
12	IM/Land Director's	Conference Room	9 U Rack Wall Mounted	1
13	IM/GQTS Section	Room No. 1	9 U Rack Wall Mounted	1
14	Stores / Sheds	Mgr Procurement Room	9 U Rack Wall Mounted	1
15	Pass Section	*Room No. 1	9 U Rack Wall Mounted	1
16	PQA Telephone Exchange	*DM Office	9 U Rack Wall Mounted	1
17	E&S Building	First Floor	9 U Rack Wall Mounted	1
18	Berth	Berth Office	9 U Rack Wall Mounted	1
19	Weight Bridge 3	Weight Bridge 3	9 U Rack Wall Mounted	1
20	Control Tower	#Room No. 10	9 U Rack Wall Mounted	1
21	Communication Workshop	Workshop Room	9 U Rack Wall Mounted	1
22	Harbour Master	Harbour Master Room	9 U Rack Wall Mounted	1
23	TOB Building	Room No. 10 (DM Cash) Room No. 31(Chief Engineer)	9 U Rack Wall Mounted	2
24	Revenue And DG Finance	Room No. 90 (Comp Sec)	9 U Rack Wall Mounted	1
25	Chairman Secretariat	PS to Chairman Room	9 U Rack Wall Mounted	1
26	Legal Cell	Room No. 58 (Mgr Legal)	9 U Rack Wall Mounted	1
27	E&S Building	Fire Fighting Block	9 U Rack Wall Mounted	1

SECTION-VI PERFORMANCE SECURITY FORM

Guarantee No. _____

Executed on _____

Expiry Date _____

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defects After Taking Over, of Conditions of Contract are fulfilled.

**SECTION-VII
DRAFT FORM OF CONTRACT**

2. The mutual rights and obligations of the Client and the Contractors shall be as set forth in the Contract, in particular:
 - (a) the Contractors shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Contractors in accordance with the provisions of the Contract.

3. This agreement is for period of ONE year with effect from _____ extendable for ONE more year on mutual consent with satisfactory performance.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day and year first above written.

	For and on behalf of
<u>Witness</u> Signatures _____ Name _____ Title _____	_____ (CLIENT) Signatures _____ Name _____ Title _____ Seal _____

	For and on behalf of
<u>Witness</u> Signatures _____ Name _____ Title _____	_____ (CONTRACTOR) Signatures _____ Name _____ Title _____ Seal _____

- (m) **"Services"** means the work to be performed by the Contractors pursuant to this Contract, as described in Appendix A;
- (n) **"Sub-contractor"** means any entity to which the Contractors subcontract any part of the Services of this project and
- (o) **"Third Party"** means any person or entity other than the Client, the Contractors or a Sub-contractor.
- (p) **"Project"** means the work specified in SC for which services for Design, Development, Set-Up, And Launch of a New Website of PQA.
- (q) **"Client"** means Port Qasim Authority incorporated and established under Port Qasim Authority Act 1973 (Act XI-III of 1973).
- (r) **"Design, Development, Set-Up, and Launch of a New Website PQA"** means the services of web/app development to be provided by the Vendor/Firm to the Client pursuant to this Agreement.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.2.1. Fraud and Corruption

As described in Section I (1.8)

1.2.2 Integrity Pact.

The Contractors declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it GoP through any corrupt business practice and sign the Integrity Pact.

1.3. Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or fax to such Party at the address of the Authorized

out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2. Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than **15 days' written notice** to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3. Commencement of Services

The Contractors shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4. Expiration of Contract

Unless terminated earlier pursuant to **Clause 2.9**, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments have been made. The Services shall be completed within a period as specified in the **SC**.

The term "**completion of services**" is as specified in the SC.

2.5. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be mutually agreed and signed by both the Parties.

2.6. Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Contractors shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for completion of the Services accordingly.

2.8. Suspension by the Client

The Client may, by written notice of suspension to the Contractors, suspend all payments to the Contractors hereunder if the Contractors fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractors to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Contractors of such notice of suspension.

2.9. Termination

2.9.1. By the Client

The Client may terminate this Contract, by not less than fifteen (15) days written notice of termination to the Contractors, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.9.1 and thirty (30) days' in the case of the event referred to in (f):

- (a) if the Contractors do not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Contractors become (or, if the Contractors consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Contractors fail to comply with any final decision reached as a result of arbitration proceedings.
- (d) if the Contractors submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Contractors know to be false;
- (e) if, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
or
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Contractors Traveling Allowance Rules.

2.9.5. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.9.6. Performance Security

The Contractor shall furnish a Performance Security in the amount of ten percent (10%) of total contract price in the form of Bank Guarantee in favor of Employer/Authority. The Bank Guarantee for Performance Security shall be issued by a schedule bank of Pakistan (Karachi Branches) having 'A' credit rating acceptable to the Authority.

3. OBLIGATIONS OF THE CONTRACTORS

3.1. General

3.1.1. Standard of Performance

The Contractors shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-contractors or third parties.

3.1.2. Law Governing Services

The Contractors shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-contractors, as well as the Personnel of the Contractors and any Sub-contractors, comply with the Applicable Law.

3.2. Contractors Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Contractors pursuant to Clause 6 shall constitute the Contractors' sole remuneration in connection with this Contract or the Services, and the Contractors shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and

3.5. Other Insurances to be Taken out by the Contractors

In addition to the insurance stated in Clause 3.4 above, the Contractors shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

3.6. Contractors' Actions Requiring Client's Prior Approval

The Contractors shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub- contractors and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractors shall remain fully liable for the performance of the Services by the Sub- contractors and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7. Reporting Obligations

The Contractors shall submit to the Client the reports and documents specified in **Appendix B** in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8. Documents Prepared by the Contractors to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Contractors in accordance with **Clause 3.7** shall become and remain the property of the Client, and the Contractors shall, not later than upon termination or expiration of this

Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Contractors may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

3.9. Equipment and Materials furnished by the Client

Equipment and materials made available to the Contractors by the Client, or purchased by the Contractors with funds provided by the Client, shall be the

4.4. Working Hours, Leave, Overtime, etc.

Working Hours for Personnel are from 0800 hours to 1600 hours.

Any taking of leave by Personnel shall be subject to the prior approval by the Contractors who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Contractors at site, if any, shall be preceded by the Client informed in writing.

4.5. Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractors, it becomes necessary to replace any of the Key Personnel, the Contractors shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel has; (i) committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractors shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

4.6. Resident Project Manager

If required by the SC, the Contractors shall ensure that at all times during the Contractors' performance of the Services, a resident Project Manager acceptable to the Client, shall take charge of the performance of such Services

5. OBLIGATIONS OF THE CLIENT

5.1. Assistance, Coordination and Approval

5.1.1. Assistance

The Client shall use its best efforts to ensure that the Client shall:

(a) provide at no cost to the Contractors, Sub-contractors and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Contractors, Sub-contractors or Personnel to perform the Services.

(b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Contractors upon completion of the Services under this Contact;

5.5. Payments

In consideration of the Services performed by the Contractors under this Contract, the Client shall make to the Contractors such payments and in such manner as is provided by Clause 6 of this Contract.

5.6. Counterpart Personnel

- a) If so provided in Appendix-F hereto, the Client shall make available to the Contractors, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Contractors' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Contractors. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Contractors which is consistent with the position occupied by such member, the Contractors may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Contractors as and when specified in Appendix-F, the Client and the Contractors shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Contractors as a result thereof pursuant to Clause GC 6.1(c) hereof.

6. PAYMENTS TO THE CONTRACTORS

6.1. Cost Estimates, Ceiling Amount

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Clause 6.2(a) of the SC. The Contractors shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Clause 6.1(a) hereof, if pursuant to any of the Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Contractors in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the

- (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Contractors to the Client.

- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Contractors shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Contractors.

- (c) The Client shall cause the payment of the Contractors' monthly statements within twenty-eight (28) days for amounts in local currency and within forty-two (42) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractors, the Client, after seeking clarification from the Contractors, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Contractors and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Contractors specifying in detail deficiencies in the Services, the final report or final statement. The Contractors shall thereupon promptly make any necessary corrections, and upon completion

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization to the objectives of this Contract.

7.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement by single Arbitrator in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto.

Services under the Contract shall continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

1.5 Expiration of Contract

The period of completion of project shall be **24 months** from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means.....**SUCCESSFUL COMPLETION OF TOR / SECTION-V**

2 By the Client

Following is added in addition to GCC clause 2.9.1:

- a) The performance bond would be encashable under following conditions:
 - (i) If the firm has abandoned the Contract
 - (ii) Without reasonable excuse has failed to commence the works or has suspended the progress of the work for 15 (fifteen) days or
 - (iii) Is not executing the works in accordance with the terms of the Contract.
 - (iv) Failing to provide satisfactory work/timely repair/maintenance/support service as per terms & conditions of the Contract
- b) If at any time after the acceptance of the tender, Authority shall for any reason whatsoever decide to force close the whole or part of the Contract; IT Head/authorized representative shall give notice in writing of the fact to the firm, who shall have no claim to any payment of compensation or otherwise on account of any profit or advantage which they might have denied from the execution of the work in full but which they did not derive on consequence of the force closing of the work.

3. Documents Prepared by the Contractors to be the Property of the Client

Following is added in addition to GCC clause 3.8:

- a) The performance bond would be encashable under following conditions:
 - (i) If the firm has abandoned the Contract
 - (ii) Without reasonable excuse has failed to commence the works or has suspended the progress of the work for 15 (fifteen) days or
 - (iii) Is not executing the works in accordance with the terms of the Contract.

- any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
- ii) Details of any nominated sub-contracts.
- iii) Any action under terms of Performance Guarantee
- iv) Any action by the Contractors affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Liquidated Damages
 - Certificate of Completion of Works
 - Defects Liability Certificate
 - Forfeiture
 - Special Risks
 - Frustration
- v) Final Measurement Statement
- vi) Release of Retention Money

4.4 Documents Prepared by the Contractors to be the Property of the Client

Following is added in addition to GCC clause 3.8:

The Contractors shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.5 Resident Project Manager

Resident Project Manager will be required to be present at PQA as and when required by the Client for smooth functioning of the project.

4.6 Counterpart Personnel - Not used.

4.7 Cost Estimates, Ceiling Amount – Following “Note” is added:

Note:

Applicable only for local currency and according to the requirement of MSS with the approval of Competent Authority.

4.8 Remuneration and Reimbursable Direct Costs (Non-salary Cost)

Following “Note” is added:

IV. APPENDICES

Appendix B

Reporting Requirements

The Implementer will be required to submit following reports during the MSS Contract:

S.No	Description
1.	Complete List of Equipment/Systems covered under the contract
2.	List of backup inventory
3.	All SOPs for effective MSS
4.	Reports / Logs
5.	The documents and reports not listed here but required as per project objective, description and TOR as mentioned above.

Appendix D

Breakdown of Contract Price in Foreign Currency

(To be submitted with financial proposal)

NOT USED

Appendix F
Services and Facilities to be Provided by the Client
and
Counterpart Personnel to be Made Available
to the Contractors by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Contractors and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

- (a) Space for maintaining Inventory or keeping equipment/system(s).
- (b) Proper sitting Area/furniture/etc for resident engineers/support staff.
- (c) Officers Mess facility for lunch may be availed as per prescribed rates of the Officers Mess.
- (d) Pick & Drop transport facility from fixed points by PQA routine transport schedule as mentioned below:
 - Arrival & Departure at PQA : 0800 am to 0400 pm (08 hours 1st Shift)
 - Arrival & Departure at PQA : 0800 am to 0800 am (24 hours 2nd Shift)
- (e) Any other, which is not anticipated at the time of contract may be provided as per mutually agreed terms and condition between Vendor/firm and the Client.

3. Counterpart Personnel to be made available to the Contractors

- Nil -

V. ANNEXCURES

ANNEX-B

FORM OF CONTRACT

[Note: Use this Form of Contract when the Contractors performs Services as a Member of the Joint Venture.

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____ 20_____, between, on the one hand,

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Contractors' obligations under this Contract, namely:

(hereinafter collectively called the "Contractors" which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Contractors to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Contractors, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) LOI
 - (b) RFP/Tender Document
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - (e) the following appendices:
 - Appendix A: Description of Services / TOR
 - Appendix B: Reporting Requirements / Documents
 - Appendix C: Key Personnel and Sub-contractors

ANNEX-C

INTEGRITY PACT DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

_____ [the Seller/Supplier/Contractor] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [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, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as contract 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 GoP, 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 GoP 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Seller/Supplier/Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an 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 form from GoP.

SECTION-VIII
LIST OF SCHEDULED BANKS

SNO	NAME
1	National Bank of Pakistan
2	Allied bank Limited
3	Askari Bank Limited
4	Bank Alfalah Limited
5	Bank Al-Habib Limited
6	Faysal bank Limited
7	Habib Bank Limited
8	Habib Metropolitan bank Limited
9	Muslim Bank Limited
10	Standard Chartered Bank (Pakistan) Limited
11	The Bank of Punjab
12	United Bank Limited

- **(Karachi Branches only)**