

REF:GM(P)/CAC/CONT-05/Executives/ 18

M/S____

_____**Sub: Contract for Hiring Of Transport Services for PIACL Guests, Executives, Crew, and Delegations at Karachi, Lahore, Islamabad and Peshawar, Quetta, Sialkot, Faisalabad, Multan stations on As and When Required Basis.**

Dear Sirs,

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

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to General Manager Procurement, PIA Procurement & Logistics Building JIAP Karachi latest by **22-10-2018 by 1030Hrs.** The tenders may be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the entrance of the PIA Procurement & Logistics Building latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Procurement, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & times shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Procurement in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs.3000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders)

The Tender should be accompanied a Pay Order payable (valid for 90 days from the date of tender opening) equivalent to 2 % of total bid 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:

All mandatory requirements are given in the schedule

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

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

PIA’s requirements with Technical Specifications are given.

Bidders MUST:

Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate).

Quote Rates, GST, and other taxes separately.

Bid on Prescribed Proforma issued by PIA.

Affix the company seal on all tender documents.

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:

Schedule “A” duly filled in, signed and sealed.

Original Pay Order for Earnest Money.

Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.

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.

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 90 days.

H) Duration of Contract

Contract will be awarded for the period 03 years.

General Manager Procurement

Address: Supply Chain Management,

PIA Head Office, Karachi.

Ph: 021 9904-4423- 3081, 9904 4101

Email: khijzk@piac.aero contract.administration@piac.aero

Enclosed: *Schedule A*

SLA Draft

Evaluation Criteria

Integrity Pact

Undertaking to Execute the Contract

DRAFT AGREEMENT **PIACL EXECUTIVES**

Contract for Hiring Of Transport Services Cars / Micro Vans Toyota Coasters for PIACL Guests, Executives, Crew, and Delegations at Karachi, Lahore, Islamabad and Peshawar, Quetta, Sialkot, Faisalabad, Multan stations on As and When Required Basis.

This AGREEMENT is made on this _____ day of _____ 2018 BETWEEN **Pakistan International Airlines Corporation Limited** (“PIACL”) a public limited company incorporated and governed under the laws of the Pakistan having its head office at PIA Building, Karachi Airport, Karachi. (hereinafter referred as “PIACL”) (which expression shall include the successors, legal representative and permitted assigns) And M/S. _____ (herein after referred to as “CONTRACTOR” which expression shall include his partners, legal representative, heirs, successors and assign) of the Other Part.

The PIACL and the Contractor may individually be referred to as a “Party” and collectively be referred to as “parties” respectively as the context of this agreement requires.

WHEREAS PIACL invite tenders to hire Cars/ Micro Vans/ Toyota Coasters for PIACL Guests/ Executives/ Crew/ Delegations at **Karachi, Lahore, Multan, Sialkot, Faisalabad, Quetta & Peshawar** stations.

WHEREAS the Contractor has offered to provide the required Vehicles described in the schedule to PIACL on the terms and conditions appearing herein after.

Whereas PIACL has accepted the above Said offer of the contract being lowest bidder at the stations mentioned herein above.

NOW, THIS DEED WITNESSED AS UNDER

ARTICLE 1:

SCOPE OF THE AGREEMENT

1.1 The contractor shall provide specified type/model of Cars/ Micro Vans & Coasters with dual A/C system, described in schedule attached herewith and made an integral part hereof to PIACL on its as and when required/demand basis at **Karachi, Lahore, Islamabad, Peshawar, Quetta, Multan, Faisalabad & Sialkot** Stations for Guests, Executives, Crew and Delegations.

1.2 ARTICLE -2

TERMS OF THE AGREEMENT

2.1 This Agreement shall be valid for a period of Three (03) year commencing from _____ and expiring on _____ , provided that PIACL may in its sole discretion increase the contract period (Fifteen) 15 days before its expiry on the same terms & Conditions.

2.2 This Agreement may be terminated by either party by giving to the other a notice in writing of three (03) months (90 days) as provided hereunder without assigning any reason there of.

- 2.3 Notwithstanding anything contained in this Agreement, PIACL shall have the right to terminate this Agreement forthwith upon written notice which shall be served through Registered post or facsimile in case of any breach of Agreement by the Contractor and or any other reason as a consequence of which the contractor becomes incapable of performing its obligations.

ARTICLE-3

NOTICES

- 3.1 All Notices for the termination of the Agreement shall be served in writing through Registered A/D post, on the official letter head bearing the signatures and seal of the representatives of the party serving such notice. For the purpose of service of notice, the following shall be official address of the parties.

PAKISTAN INTERNATIONAL AIRLINE CORPORATION

Attention : General Manager (Procurement)
PIA Head Office, Karachi Airport,
Karachi.
Copy: General Manager/In-Charge (M.T.)
PIA Head Office, Karachi Airport,
Karachi.

CONTRACTOR

Attention: _____

ARTICLE 4:

VARIATION AND AMENDMENT

- 4.1 This Agreement shall not be varied, modified, altered, amended or supplemented etc. except by the mutual consent of the parties in writing.

ARTICLE 5: CORRESPONDENCE:

- 5.1 The Contractor shall not correspond with or approach any officer, authority or person directly or indirectly, whether the staff and officer of PIACL or otherwise except the Manager/In-Charge MT/**General Manager (M.T.)/ General Manager (Procurement)** of PIACL regarding any matter arising out of this Agreement.

ARTICLE-6

CONDITION AND INSPECTION OF A/C CARS & A/C VEHICLES

- 6.1 The contractor shall be under obligation to provide fully serviceable, roadworthy and technically sound condition Dual A/c Micro vans described in the attached schedule and any deviation in this regard shall be treated as breach/ violation of the Agreement by the contractor. The contractor shall be liable for payment of penalty @ **Rs.3,000/-** per vehicle per breach/violation in addition to any other right available to PIACL under this Agreement and / or any applicable law.
- 6.2 The General Manager MT, relevant In-Charge M T and or their nominee (s) shall have right to check the documents for the hired A/c Micro Vans and documents of their drivers in order to check their validity. Each driver must have a valid HTV/LTV driving license deployed to drive the vehicle. If an unlicensed driver is found driving A/c Hi-Ace Vans & Cars under this Agreement it

shall be treated as breach of this Agreement. A Fine @ **Rs.3000/-** per occurrence shall be imposed on the Contractor for any such violation in addition to any other action against him as per this agreement or otherwise.

- 6.3 All Cars and other vehicles engaged in the services under this Agreement will be in possession of Original papers and other necessary documents etc.
- 6.4 The Chauffeurs / drivers engaged in the performance of services under this Agreement shall observe a satisfactory disciplinary conduct and should be in presentable / clean uniform. The chauffeurs shall at all times be in possession of valid driving license, if any unlicensed chauffeurs is found driving car under this Agreement shall be treated as a breach of this agreement and shall completely abstain from consumption alcoholic beverages or intoxications drugs.

ARTICLE-7

OBLIGATIONS OF THE CONTRACTOR

- 7.1 The contractor shall provide Transportation/vehicles as per agreement and schedules attached thereto within 45 minutes of the demand made by the representative of PIACL for pickup and drop.
- 7.2 The contractor shall liable to pay all taxes as may be levied by federal Government, Provincial Government, CAA and any other local/municipal authority under this agreement or any services performed under this agreement and on vehicles used by contractor under this agreement.
- 7.3 The contractor hereby undertakes that in the performance of the services hereunder it shall fully, comply with laws pertaining to employment and other matter and further undertakes to assume entire liabilities for the settlement of all claims resulting from and arising out from any injury of death or accident or otherwise at any time to its employees /agent engaged in the performance of services under this agreement.
- 7.4 The contractor hereby agrees that PIACL shall be entitled to recover the amount due against it any manner whatsoever under this agreement from any amount payable by PIACL to contractor under this agreement or otherwise.
- 7.5 Apart from above applications, the contractor shall be liable to perform all other acts required under the Law and / or otherwise in connection with provisioning of transportation services under this agreement.
- 7.6 The driver shall not perform duty for more than **16 hours** in a shift at one time.
- 7.7 As per requirement in case of any mal functioning of vehicle Air conditioning System a penalty of **Rs.5,000/-** per van per occurrence will be imposed.

ARTICLE 8:

SECURITY DEPOSIT

- 8.1 The Contractor shall deposit in cash / Pay Order a sum Rs. _____ as interest free security deposit 15 days before the execution of this Agreement with Finance Manager Head Office payment PIACL. This Agreement shall not enforce if the contractor failed to pay the security deposit at the time stipulated hereof. PIACL shall always have lien on this deposit to comply any recovery and amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof, PIACL will refund the security deposit in full or after making necessary recoveries / adjustment of any liabilities that may have arisen out of this Agreement. In addition to any other remedy available to PIACL under applicable laws. The interest free shall remain with PIACL upto 03 months after the termination of agreement or any extension thereof.

ARTICLE 9:

PAYMENTS AND BILLING

- 9.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be entitled to receive payment upon satisfactory performance of its Contractual obligations from PIACL.
- 9.2 The Contractor shall submit its monthly bill(s) before **2nd** of next month and payment to it shall be made within **15 days** of the receipt of the bill(s) after proper verification of receipt of services and after making adjustments of all dues recoverable from the contractor under this Agreement and or any other agreement.
- 9.3 The Contractor shall pay all type of taxes including tool tax, parking fees along with other taxes and duties arising out and or in connection with the services provided by it in the performances of its contractual obligations under this Agreement.

ARTICLE-10

RECOVERIES

- 10.1 Amongst any sum of money recoverable from the contractor due to any default under this Agreement or otherwise PIACL shall be entitled to deduct the said recoverable amount from any money due to become due to PIACL from the Security deposit of the contractor held by PIACL or any bill payable to the contractor.

ARTICLE 11:

INSURANCE INDEMNITY:

- 11.1 The Contractor shall at its own cost maintain and keep in force, during the validity of this Agreement or any extension hereof, full/ comprehensive insurance coverage for vehicles, drivers and other staff, employees of PIACL travelling on board the Contractor's vehicles and hired parties against any claims, including, but not limited to claims under Workmen Compensation Act, the Fatal Accidents Act and any other applicable Law. For any injury, loss or damage, including death, which may arise from the operation of Contractor vehicles under this Agreement.
- 11.2 In case of an accident involving death, personal injury or loss of property to any person not being PIACL employee, PIACL is not obligated to settle any claim in this regard, in such event PIACL shall be entitled to be reimbursed forthwith by the Contractor, PIACL shall further entitled to recover any amount paid by it in the settlement of any such claim from any amount or amount payable by it to the Contractor whether under this Agreement or otherwise.
- 11.3 In case the Contractor is required by PIACL to ply its vehicle during any riots, disturbances, agitation or public disturbances and as a result of such operations any vehicles of the Contractor used for discharging its obligations is damaged or destroyed, the Contractor shall not be entitled to be reimbursed by PIACL for the damage /loss it sustained as the same shall be covered by insurance maintained by Contactor.

ARTICLE-12

COORDINATOR.

- 12.1 PIACL in its discretion may appoint from its employee's Coordinator(s) at Karachi, Lahore and Islamabad Airports and / or Motor Transport Officer who will Coordinate with the Contractor and also monitor the transportation services provided by the Contractor. The contractor shall be under obligation to cooperate with him for smooth and timely provisioning of services under this Agreement.

ARTICLE-13.

NO BROKER.

- 13.1 It is understood and agreed that no Broker have participated in the bringing the parties together or in the negotiations, and preparation of this agreement and coordinator hereby warrants that price of the subject matter of this Agreement hereby has not been enhanced or increased to accommodate directly and or indirectly any commission of fee to any person or entity whomsoever. Contractor agrees to indemnify and hold harmless PIACL form and against all claims, demands, liabilities, damages, loses and judgment which may be suffered by accrued against, charged to or are recoverable form PIACL and which arises out of Contractor's action or negations with or in respect to Brokers/Agents.
- 13.2 Notwithstanding an y thing contained herein above, in the event that at any future date it is established that such commission and / or fees of any kind have been made by Contractor to any Brokers and Agents or persons or entitles whatsoever, such a sum shall be refundable immediately to PIACL without prejudice to any other, rights or remedies of PIACL.

ARTICLE 14:

INSOLVENCY AND BREACH OF CONTRACT

14.1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be would up either compulsorily or voluntarily or commit any breach of this Agreement (not herein specifically provided), PIACL shall, have the right to declare this agreement terminated forthwith in which case the Contractor shall be liable to the confiscation of the security deposit and to pay the PIACL for any extra expenses which it might incur but it shall not be entitled to any gain of compensation from PIACL.

ARTICLE 15: MISCELLANEOUS

- 15.1 This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject.
- 15.2 The contractor warrants that it is a bon a fide and independent legal entity, working in its own name accounts and acknowledges that this Agreement does not confer in any manner whatsoever upon it or any individual employed it, the status of any employee, worker officer agent or advisor of the corporation.
- 15.3 The Contractor shall not sublet, transfer or assign this agreement to any other party without the prior written permission of PIACL. In case the contractor hires any above mentioned Cars and other vehicles fully serviceable, roadworthy and technically sound in term of this agreement from any sub contractor, PIACL will be indemnified by the contractor against any claim of any nature whatsoever arising out of such sub-contractor/hiring.
- 15.4 Titles are inserted in this agreement of the purpose of reference and convenience and in no way define, limit or described the scope of intent of this agreement and or not to be deemed an integral part thereof.
- 15.5 The failure of either party at any time require the performance by the thereof any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or breach any of the terms or provisions hereof taken or held to be waiver of any succeeding breach of any such terms of provision itself

15.6 If any Law requires that one or both parties of this Agreement register this agreement pursuant to such a Law, the entire cost of such registration shall be borne by the Contractor.

15.7 This agreement shall be binding upon and shall inure to the benefits to the both parties hereto, and their respective successors and assigns provided always that any assignment should have been made in accordance with the terms of article _____ hereof.

ARTICLE 16:

GOVERNING LAW & DISPUTE RESOLUTION

- 16.1 This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- 16.2 The parties agree & submit themselves to exclusive jurisdiction of the courts at Karachi.
- 16.3 If at any question, dispute or difference may arise between the parties under this Agreement, either party may give a reasonable notice to the other party in writing of the existence of such question, dispute or difference specifying its nature and point at issue for conciliation failing which the matter may be referred to Arbitrator nominated by President & CEO PIACL in accordance with provision of Arbitration Act 1940 or any statutory or the re-enactment thereof for the time being enforced. Seat of the arbitration shall be at Karachi and the parties agree to the exclusive jurisdiction of the courts in Karachi.

Article -17

Force Majeure:

- 17.1 Except as provided under this agreement neither party shall be liable for any failure or delay in performance other than their obligation if such is caused due to act of public enemy, ear rebellion, insurrection, act of God and act o state.

IN WITNESS WHEREOF

The Parties hereinto set their hands
On the day, month and the year
Mentioned hereinabove

For and on behalf of
Pakistan International Airlines Corporation

For and on behalf of
Contractor

Signature & Seal _____

Signature & Seal _____

Name _____

Name _____

Designation _____

Designation _____

WITNESS:

WITNESS:

Signature _____

Signature _____

Name _____

Name _____

N.I.C. _____

N.I.C. _____

Address _____

Address _____

Tender Schedule

Contract for Hiring Of Transport Services Cars / Micro Vans Toyota Coasters for PIA Guests, Executives, Crew, and Delegations at Karachi, Lahore, Islamabad and Peshawar stations on As and When Required Basis.

Particular of Item	Model	For 12hrs/ 200Km Rs.	Extra Hrs(Rs)	Extra per kms	Single Trip/ One Way (A to B) 2 hrs or 50 Kms
Toyota Corolla GLI/XLI 1300cc Car Dual A/C	2017				
Honda City Car Dual A/C	2017				
Micro Van (Hi-Ace) Dual A/C	2014				
Coaster (Toyota) Dual A/C	2014				

Islamabad Base:-

Particular of Item	Model	Single Trip/ One Way ISB to LHE ONLY	Single Trip/ One Way ISB To PEW ONLY	Single Trip/ One Way ISB to LYP ONLY	Single Trip/ One Way ISB to SKT ONLY
Toyota Corolla GLI/XLI 1300cc Car Dual A/C	2017				
Honda City Car Dual A/C	2017				

Micro Van (Hi-Ace) Dual A/C	2014				
Coaster (Toyota) Dual A/C	2014				

Lahore Base:-

Particular of Item	Model	Single Trip/One Way LHE to ISB ONLY	Single Trip/One Way LHE to LYP ONLY	Single Trip/One Way LHE to SKT ONLY
Toyota Corolla GLI/XLI 1300cc Car Dual A/C	2017			
Honda City Car Dual A/C	2017			
Micro Van (Hi-Ace) Dual A/C	2014			
Coaster (Toyota) Dual A/C	2014			

Peshawar Base:-

Particular of Item	Model	Single Trip/ One Way PEW to ISB ONLY
Toyota Corolla GLI/XLI 1300cc Car Dual A/C	2017	
Honda City Car Dual A/C	2017	
Micro Van (Hi-Ace) Dual A/C	2014	
Coaster (Toyota) Dual A/C	2014	

Note : Single Trip means distance covered from point "A" to point "B" (one way) and the Kms will be counted between these two points.

Terms & Conditions:

- All vehicles comprehensively insured by the contractor.
- Seat belt must be fitted on each seat.
- All vehicles comprehensively insured by the contractor.
- Contractor must have fully trained drivers with at least 3 years License experience..
- Well established office equipped with Computers, Phones, Fax, internet etc, fitting & Fixtures provided by the contractor.
- Contractor must have its own proper workshop having all necessary repairing & maintenance facilities.
- All expenses incurred on maintenance / registration, insurance, fuel etc and any other liabilities will be borne by the Contractor.
- All charges like parking fee, entry fee, space charges by CAA or any other government agency will be borne by the contractor.
- Penalty /fine Rs. 5,000/- will be imposed for not providing of vehicle(s) on time exceeding 15 minutes.
- The period of contract will be three (03) year.
- The contract start date will be _____

Sr. No.	Evaluation Criteria	Allocated Marks	Marks Obtained
A.	Company/ Firm Profile		
1	No. of Personnel (Registered with EOBI)	10	
	01 to 20	3	
	21 to 40	5	
	41 to 60	7	
	61 to 80	9	
	81 & above	10	
2	Year of establishment of firm/ Company	10	
	12 to 23 months	3	
	24 to 35 months	5	
	36 to 48 months	7	
	Above 48 Months	10	
3	Previous similar Experience	10	
	National Companies	5	
	Multinational Companies	10	
4	Relevant Experience in Transport Services with documents.	5	
	01 to 02 years	2	
	03 to 04 years	3	
	05 to 06 years	4	
	07 years & above	5	
B.	Details of Transport Services		
1	Workshop Facility	10	
	Rented	5	
	Own workshop facility	10	
	No workshop facility	0	
2	Fleet Status	10	
	25% of required fleet	3	
	50% of required fleet	5	
	100% of required fleet	10	
3	Penalty /Fine Imposed	5	
	No penalty	5	
	One penalty	3	
	02 to 03 penalties	2	
	04 & above penalties	0	
C.	Financial standing /status of the firm		
1	Average Income tax paid during last 03 years(attached income tax statement/ balance sheet /receipt tax challans).	10	
	Income tax paid under Rs.1 million	3	
	Rs.1Million to Rs.1.99 Million	5	
	Rs.2 Million to Rs.3.99 Million	7	
	Rs.4 Million and above	10	
2	Average annual Revenue (for the last Three years)	10	
	Annual revenue Rs.25 million above (A class)	10	
	Annual revenue Rs.5 million to Rs.25 million (B class)	7.5	
	Annual revenue up to Rs.5 million (C class)	5	
3	Financial standing of the firm/ Company	20	
	Last 03 years audited accounts (certified by a Chartered Accounts firm)	10	
	Minimum funds available Rs.8 million	5	
	Surety from a bank credit limit of the firm /available cash balance (5 million)	5	
	Grand Total Marks	100	
	Result	Qualifying Marks 60	

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

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

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

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

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

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

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager (Procurement)

Procurement & Logistics Division

Pakistan International Airlines

Karachi.

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for _____, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIACL the amount of Security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by PIACL the Earnest Money held by PIACL shall stand forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

C.N.I.C. # _____

Seal _____

Date _____