

REF: PEW/SCM/1348/2022

Date: 15 March, 2022

Tender Fee: Rs. 1,000/-

TENDER NOTICE

PIACL Peshawar Station invite sealed quotations from well established/reputed parties/Service providers of Suzuki Workshop for maintenance of following PIA Vehicle's on annual rates running contract basis for a period of ONE year effective from date of approval and extendible for a another two years subject to satisfactory performance.

S. No	Vehicle Type	Model	Required Services
01	Suzuki Cultus Car	2003	Maintenance services, repairing and spares part details are available in Tender Documents/Form
02	Suzuki Cultus Car	2003	
03	Suzuki Mehran Car	2003	
04	Suzuki Cultus Car	2009	
05	Suzuki Bolan Van	1989	
06	Suzuki Bolan Van	1993	
07	Suzuki Jeep	1990	

Sealed quotations/bids are invited on” **Single Stage Two Envelopes Basis** “from well reputed/GST registered firms/parties/service providers. Tender form along with a list of maintenance services, spares parts, repairing, security deposits, terms & conditions can be obtained from AM Domestic Store PIA Booking Office Peshawar against tender fee **Rs. 1,000/-** (non refundable) on working days during from onward 15 March 2022 and PIACL website.

Tender/Quotation form/bids must be dropped in the tender Box placed in the office of Assistant Manager SCM PIA Booking Office 33-The Mall Peshawar Cantt on/ before March 31, 2022, 1030hrs and will be opened on same date at 1100hrs in the presence of all tenderer(s).

Bidders must submit two sealed envelopes marked “Technical proposal” and “Financial Proposal” along with tender ref in tender box separately. Technical proposal must contained product literature/specification, GST/NTN certificate; tender fee (pay order/CR) will be opened on same date, whereas financial proposal envelope remained sealed till finalization of technical evaluation report by PIA Management. After the technical evaluation report, accepted bidder(s) would be called for financial proposal opening while the not-recommended party(s) envelopes would be returns as it is.

PIA reserves the rights to accept/reject/hold any or all bidder tenders, divides business among the vendors/suppliers or extends the opening date under PPRA rules.

Tender Notice & Form can also be downloaded from www.piac.com.pk & for further detail and assistance, bidder(s) may contact under signed during working hrs.

AM Domestic Store
 SCM PIA Booking Office
 33-The Mall Peshawar Cantt
 Ph: 091-9214043
 Email: pewpppk@piac.aero

REF: PEW/SCM/1348/2022

Date: 15 March, 2022

Tender Fee: Rs. 1,000/-

Invitation for Bids

Annual Contract for Repair and Maintenance of PIA's Vehicles at Peshawar

M/S _____

Dear Sirs,

We are pleased to invite your sealed tenders for the item 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 Manager Store Domestic Store SCM PIA Booking Office 33-The Mall Peshawar Cantt latest by March 31, 2022 (31-03-2022). The tenders may be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the entrance of the AM Domestic Store SCM PIA Booking Office Peshawar latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to AM Domestic Store (SCM) PIA Booking Office 33-The Mall Peshawar Cantt, 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 tenderer(s).
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Chairman Tender Committee in this respect shall be final and binding.
3. Bidders are required to submit a Pay Order /CR of **Rs. 1,000/-** (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders Only)

The Tender should be accompanied a Pay Order payable (valid for 90 days from the date of tender opening) of PKR 10,000.00/- (Ten Thousands Only) in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in shape of pay order or Bank Guarantee/ Insurance Guarantee and 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 Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee / Insurance Guarantee) 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) INSTRUCTION TO BIDDER

PREPARATION OF TENDER "Single Stage Two Envelope Basis"

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain "TECHNICAL" and "FINANCIAL" proposal.
- On the given tender opening date only "Technical Proposal" will be opened in the presence of tenderers available.
- The "Financial Proposal" shall be shown to the parties but will be retained with PIA without being opened.

- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be remained un-opened till the completion of tender process.

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 (FBR/KPRA), please attach copy of Registration Certificate (Local Bidders Only).
- 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:

- a. Schedule “A” duly filled in, signed and sealed.
- b. Original Pay Order or Bank Guarantee for Earnest Money.
- c. Undertaking on Rs. 100/= above Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- d. The outer cover should bear address of the AM Domestic Store SCM PIA Booking Office 33-The Mall Peshawar Cantt and reference number of the tender with opening date of tender.
- e. All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a. The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- b. The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c. Offers must be valid for 90 days.

G) DURATION OF CONTRACT

Contract will be awarded for the period of one year and extendable at the discretion of PIACL for another two years subject to satisfactory performance on same rate, terms & conditions.

GM Procurement

*Enclosed: Schedule A
Draft Agreement
Integrity Pact
Undertaking to Execute the Contract*

**TENDER SCHEDULE "A"
 Bid form**
**TENDER SCHEDULE OF SPARES PARES AND REPARING SERVICES OF PIA
 VEHICLES AT PESHAWAR**

SNO	JOB DESCRIPTION	Rate inclusive GST in PKR	Rate inclusive GST in PKR	Rate inclusive GST in PKR	Rate inclusive GST in PKR
		Cultus 1000cc	Mehran 800cc	Bolan Van 800cc	Suzuki Jeep 1000cc
A	Engine Mechanical				
1	Engine Overhaul without lath work				
2	Timing belt replacement				
3	Wolves clearance				
4	Engine tune up and smoke test				
5	Cylinder head gas kit replacement without lath work				
6	Engine mounting replacement				
7	Throttle body carburetor service				
B	Cooling and lubricant				
1	Engine Oil and filter change				
2	Water pump replacement				
3	Radiator (removing and refitting w/o service)				
4	Fan motor replacement				
5	A/C complete service				
6	A/C gas charging R134A				
C	Fuel and exhaust system				
1	Silencer pipe replacement				
2	Acceleration cable replacement				
3	Fuel Tank cleaning				
D	Electrical				
1	Electrical accessories				
2	Alternator over haul				
3	Self starter over haul				
4	Dash board opening and fitting				
5	Center locking system				
E	Gear and Differential				
1	Clutch assy over haul				
2	Differential adjustment				
F	Suspension				
1	Gear box w/o lath work				

2	Front suspension				
3	Rear suspension				
4	Shock absorber front and rear				
5	Brake service 04 wheels				
6	Wheel bearing 04				
7	Wheel balancing				
8	Steering box assembly				
G	Wash				
1	Body wash				
2	Complete full service				
H	Parts				
1	Spark plug				
2	CB point				
3	Condenser				
4	Air filter				
5	Fuel Filter				
6	Oil filter				
7	Tappet cover				
8	Tappet cover packing				
9	Injector				
10	Leather				
11	Tyre qty 04				
12	Clutch cable				
13	Brake drums				
14	Brake Leather				
15	Nuts				
16	Pipes				
17	Mirror front				
18	Mirror back				
19	Mirror side				
20	Seat cover				
21	Bumper front				
22	Bumper back				
23	Fan belt				
24	Timing belt				
25	Fuse box (Fuse Assembly)				
26	Wiper				
27	Door handle				

28	Internal carpets				
I	Lubricants				
1	Engine Oil 03 Ltr				
2	Engine Oil 04 Ltr				
3	Gear Oil 01 Ltr				
4	Differential Oil				
5	Brake Oil with 01 Filter				
6	Grease (500 mg)				
J	Misc				
8	AC Service				
9	Wheel alignment				
10	Tyre Puncture				
11	Axle Repair				
K	Accidental				
1	4 door denting and painting				
2	Hood denting and painting				
3	Roof denting and painting				
4	Car windows Replacement				
5	Radiator Repair				
6	Signal lights + brake lights, front light, internal lights				
7	Window knobs / levers				

Authorized Signature of Contractor _____

& Seal _____

Designation: _____

CNIC No. _____

Date _____

Workshop Address & Contact# _____

DRAFT OF AGREEMENT CONTAINING TERMS & CONDITIONS

FOR PROVIDING MAINTENANCE SERVICES TO PIA VEHICLES AT PESHAWAR

This agreement is made at Peshawar on----- day of -----2022 between Pakistan International Airlines Corporation Limited (PIACL), a public limited company incorporated, governed and operating under the laws of Pakistan whose Head Office is at PIACL Building, Jinnah International Airport, Karachi, Pakistan (Here in after called as the PIA) of the one part,

And M/s-----having its registered office at -----Peshawar (Here in after called as a Contractor) of the other part.

WHEREAS the contractor is successful bidder for providing services of maintenance PIA vehicles as per attached list and the PIA has agreed to award the contract for providing maintenance services to PIA vehicles at Peshawar.

NOW THIS DEED WITNESSED with the following terms & conditions:-

01. "CORPORATION" wherever the word occurs in this document shall mean Pakistan International Airlines Corporation Limited or its authorized representative.

"CONTRACTOR" wherever the word occurs in this document shall mean the contracting firm / the person to whom this document is addressed or his authorized representative and shall include his employees / labour

02. The contractor will be required to engage professional / trained manpower for execution of the agreement at his own account. The contractor shall be responsible for providing efficient service during any period.

03. This agreement shall be valid for a period of one year commencing from ----- to -----, provided that PIA may its sole direction by a notice in writing extend this agreement for a further period of two terms on the same terms and condition upon satisfactory performance subject to PIACL's requirements.

04. Time and quality are the essence of this contract. The service provider shall apprise PIA about the time to be spent on maintenance work on PIA vehicle and shall try its best to complete the work within minimum possible time and quality of work.

05. PIA shall have the right to make spot checks in order to ensure that the service provider is strictly observing the conditions of contract. All maintenance shall be provided to PIA during the spot check / inspection.

06. The contractor is responsible for the installation of company original parts (original equipment manufacturer), if found low quality or substandard duplicate part no payment will be made for that parts.

07. Contractor shall provide towing facility to the PIA vehicle for maintenance purpose free of cost from the PIA premises to the work shop.

08. Any parts need replacement and that parts/service not in above mentioned list will be charge as per market rate.

09. If any loss or damage is caused to PIA's property by the contractor or any of its employees or agent such loss or damage shall be made good forthwith by the contractor at his own cost.

10. In case the Contractor's Service is found unsatisfactory and if in spite of written warning from PIA the Contractor fails to improve the service up to the satisfaction of PIA within three days from receipt of said warning, PIA shall impose a penalty per deficiency of Rs.5,000/-. Notwithstanding the aforesaid procedure on account of poor performance by the contractor, PIA has the right to terminate the contract forthwith through written notice.

11. Payment to the contractor will be made on monthly basis latest by 7th day of each month by PIA. The bill shall be submitted by the contractor to Manager Motor Transport Peshawar. The payment (s) shall be made to the Contractor after confirmation from the relevant PIACL official that contractual obligations have been satisfactory fulfilled and after deduction of all required

Government taxes or fees levied by Federal / Provincial Government and/or Local Governments and respective authorities.

12. Any bribe, commission, gift, advantage given, promised or defrayed by or on behalf of the contractor or his officer, agent or servant or any one on his behalf to any officer, servant, representative or agent of PIA relating to the obtaining or to execution of this or any other contract with PIA showing or for bearing to show favor or disfavor to any person in relation to this or any other contract as aforesaid shall subject to the cancellation of this contract and or any other contract with PIA and also to the payment of amount.

13. ARBITRATION

All matters of dispute or differences arising out of the agreement, the settlement of which is not otherwise specifically provided in the agreement, shall be resolved in accordance with the Arbitration Act, 1940. The Managing Director, PIA, or his nominee shall act as sole arbitrator whose decision shall be final and binding. The services under this agreement shall continue during the proceedings before the said authority and no payment due to or payable by PIA shall be withheld on account of such proceedings. The seat of the arbitration shall be at PIA Head Office Karachi. The governing law of this agreement shall be the Laws of Pakistan, whereby the parties hereto agree to the exclusive jurisdiction of the Court in Karachi to try any matter arising out of this agreement.

14. EXIT CLAUSE

- a. That either party may terminate the contract by serving upon the other party a notice in writing of 90 days through registered AD mail without assigning any reason thereof after clearing and making all the due payments, outstanding bills, demands and claims / settlement of liabilities to each other.
- b. PIAC may terminate this contract at any time during the period of contract by serving upon the other party (contract) a notice in writing 90 days through registered A.D. mail without assigning any reason thereof.

15. DISCLOSURE CLAUSE

- a. Contractor hereby declares that he has not obtained or induced 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.
- b. Any notice required or permitted to be given pursuant to this contract shall be given or sent by Registered AD or courier of repute to the respected parties at the following address.
- c. The Contractor should be bound to pay monthly wages to his Canteens staff as per GOP notification given time to time

16. SUBCONTRACTING/ASSIGNMENT:

The contractor cannot sublet, transfer, or assign or delegate this contract or its responsibilities to any other party without prior consent in writing from PIA. In case of any violation by the contractor, PIA shall have the right to terminate this agreement forthwith without any compensation to the contractor

17. FORCE MAJEURE

Except as provided under this agreement neither party shall be liable for any failure nor delay in performance of their obligation if such is caused by any event beyond reasonable control, including, but without limitation, fire, act of God, act of public enemy, war, rebellion, accident, act of state, civil commotion, embargoes. The parties shall, however, inform each other in such an event at the earliest opportunity.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

18. PERFORMANCE GUARANTEE AS SECURITY DEPOSIT:

Prior to the signing of this Agreement the Contractor shall deposit in cash (10% of total contract value) as interest free security deposit in lieu of Performance Guarantee with the Authorized Office of PIA. PIA shall have the right to recover / adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. The Interest Free Security Deposit shall remain with PIA after three months of the expiry/termination of Agreement and the same will be refund to the Contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIA shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

19. SEVERABILITY:

If any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions which shall nevertheless remain binding and effective between the parties.

20. INDEMNITY:

The Contractor shall extend facility to the employees of PIA for their personal vehicles subject to production of valid PIA identity card and shall make payment for the cost of maintenance from his pocket; PIA assumes no responsibility for payment of the maintenance cost of employee's personal vehicles.

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

21. WARRANTIES AND INSURANCE

The Contractor warrants PIA that its services are free from defects in workmanship and materials. If examination shows that this warranty has not been met, the contractor will either reprocess or make a reasonable allowance, with the prior written consent of PIA. The foregoing warranty is the sole warranty made, and shall exclude any other warranty whether written or oral, express or implied. No representative of the Contractor is authorized to make any further warranty.

22. INSOLVENCY AND BREACH OF CONTRACT

Should the contractor be adjudicated insolvent or made to enter into any arrangement for composition with the creditors or be wound up, either compulsorily or voluntarily, or commit any breach of this contract (not herein specifically provided), PIA shall have the right to declare the contract as terminated forthwith, In which case the contractor shall be liable to pay to PIA for any extra expenses which PIA may incur, but shall not be entitled to any gain or compensation from PIA.

23. Confidentiality:

The Contractor shall keep confidential any Confidential Information obtained from PIA, or any of its affiliates under or in connection with this Agreement and shall not divulge the same to any third party without the prior written consent of PIA. Such Confidential Information will only be used by the Contractor in connection with the performance of obligations under this Agreement.

24. RESPONSIBILITIES OF THE CONTRACTOR

- a. The contractor undertakes and agrees that in the performance of its contractual obligations assumed by it under this agreement, it shall fully comply with all the applicable laws, rules and regulations and customs prevailing from time to time in the country.

- b. The contractor shall be solely liable for any act or omission in contravention of laws, and PIA shall not be liable for any of his act or omission, if any legal proceeding is initiated against PIA for any act or omission of the contractor. The cost (including the incidental and the consequential cost) shall be borne by the contractor and PIA shall have the right to recover the cost from any due amount of the contractor.
- c. If any law requires that one or both the parties register this agreement pursuant to such a law the entire cost of such registration shall be borne by the contractor.
- d. The contractor warrants that it is bonafide and independent legal entity working in its own name, account and acknowledges that this agreement does not confer in any manner whatsoever upon it or any individual employed by it, the status of any employee, worker, officer, agent or advisor of PIA.
- e. The contractor further undertakes and agrees to indemnify and hold harmless, PIA, its officers and agent from and against any and all claims, demand, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this agreement by the contractor, its employees or its agent.
- f. All the above said liabilities of the contractor are without prejudice to its order present / future liabilities arising from this agreement whether due to the performance and / or non performance of its contractual obligations or otherwise.

25. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the PIACL may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines.

26. Forfeiture of Interest Free Performance Security

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
 - a. If the Contractor commits a default under the Contract;
 - b. If the Contractor fails to fulfill any of the obligations under the Contract;
 - c. If the Contractor violates any of the terms and conditions of the Contract.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Contractor fails / poor/ delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Contractor.
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

ARTICLE -27: WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce hereof the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

ARTICLE -28: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this Agreement or any other document forming part of this Agreement on behalf of the Supplier shall be deemed to warrant that he has the authority to do so from me Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so PIA without prejudice

to other legal rights / remedies cancel the Agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE - 29: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) This are inserted in this Agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -15 hereof.

30. ANNEXURES / SCHEDULES

For all intent and purposes, Annexures / Schedules to this agreement shall form integral part of this agreement and the contractor shall be bound to comply with the terms and conditions incorporated in these Annexures / Schedules. Any deviation from the terms and conditions stipulated in the agreement and Annexures / Schedules shall be deemed as a violation of the agreement.

ADDRESS OF THE CONTRACTOR-----

UNDERTAKING

I / We hereby confirm that I / we have thoroughly understood all the terms & conditions of this tender and undertake to fully abide by them in letter & spirit

Contractor/s'

Signature -----

Name -----

CNIC No. -----

Address -----

Telephone No. -----

Cell No.-----

Fax No. -----

Date -----

Signature

For Pakistan International Airline

Signature of Contractor

01) Witness Name & Sign

02) Witness Name & Sign

INTEGRITY PACT / DISCLOSURE CLAUSE**(To be submitted on Company's Letterhead)**

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services &

Works_____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

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

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

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

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

(To be submitted on Rs. 100 Stamp Paper)

General Manager Procurement
Supply Chain Management
Pakistan International Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our / my tender for supply of _____

_____ to PIA is approved and accepted:

2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.

3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.

4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIA 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 PIA the Earnest money held by PIA shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone / Fax # _____

CNIC _____

Seal _____

Date _____