

REF: GM (P) CAC/CONT/Backup Internet /2020

M/S _____

SUB: 100 mbps x 2 Backup Internet Link for Karachi Data Center and Rawalpindi Booking Office.

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 General Manager Procurement, PIA Supply Chain Management Building, JIAP Karachi latest by **03-02-2020 hrs.** The tenders may be dropped in the tender box marked as “Tender Box Commercial Purchases” placed at the entrance of the PIACL Supply Chain Management Building latest by **10:30** hours on the specified date. You may also send your tenders through registered A/D mail addressed to 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 & 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 of Rs. 3000/- (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 120 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 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; please attach copy of Registration Certificate (Local Bidders Only).
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Performa 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 non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- d) The outer cover should bear address of the General Manager Procurement, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

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 120 days.

H) **Duration of Contract**

Contract will be awarded for the period of three (03) years.

Yours truly,

Muhammad Usman Akhtar
GM Procurement
Supply Chain Management PIA Head Office, Karachi.
Ph: 021 9904 3081, 9904 4101
Email: khijzpk@piac.aero, contract.administration@piac.aero

REQUEST FOR PROPOSAL
PAKISTAN INTERNATIONAL AIRLINES
Premium Internet Bandwidth

INTRODUCTION

PIACL desires to engage the firm(s) / Service Provider(s) for the procurement of Internet Bandwidth Services for three (03) years as Backup Internet Links to ensure services and business continuity.

SCOPE OF WORK

1. Service provider shall provide initially 200 Mb Synchronous Internet Link (100 Mb at Karachi and 100 Mb at Islamabad) as per order from PIA.
2. Service Provider shall terminate their fiber at PIA Offices in Karachi (Computer Center) and Rawalpindi PIA Booking Office, The Mall road.
3. Vendor will be responsible for laying of Fiber, and acquire all permissions from CAA as well as any other authorized Regulatory Body where required.
4. Price should be valid for three (3) years.
5. In case of shifting of links from one location to another, shall be free of cost.

RESPONSE REQUIREMENTS

Potential bidders must follow the following requirement for their responses.

- Certificate of Company/Firm/Contractor Registration/Incorporation under the laws of Pakistan.
- Valid Registration Certificate for Income Tax & General Sales Tax (GST).
- Bidder must submit earnest money and security deposit as per PIA rules.
- Incomplete and conditional responses will not be entertained.
- PIAC reserves the right to accept/reject any response or cancel the tender process altogether at any stage without assigning any reason.
- Responses are liable to be rejected if; they are not conforming to the terms, conditions and specifications stipulated in this document.
- The Responses submitted via email or fax will not be entertained

EVALUATION CRITERIA

Bidder should be vigilant:

- To fulfil all requirements as laid down in Mandatory Requirements.
- That proposed bid may be rejected if any of the requirement(s) is not met in “Mandatory Requirements” and no further condition shall be given.
- That minimum qualifying score is 70% (in General Evaluation).

SERVICES REQUIRED

The following are the Quantity:

SERVICES	QUANTITY
100 Mb (Synchronous) Internet Link in Karachi Data Center, Computer Building	01
100 Mb (Synchronous) Internet Link in Rawalpindi Booking Office, The Mall Road	01

MANDATORY REQUIREMENTS

S. No.	Description	Document Required
1	Companies already providing Internet Services to PIA Data Center are not eligible to participate.	
2	Service Provider must comply all the requirements mentioned in the section "Scope of Work"	
3	Provider must have a PTA license to Provide Internet Bandwidth	PTA License copy
4	Vendor must have Tier 1 connectivity with upstream providers.	Letter from Upstream Provider
5	Company must have geographical presence in Karachi, Lahore and Islamabad. More locations will be an added advantage.	Offices addresses
6	Service Provider must terminate their fiber at PIA Offices in Karachi (Computer Center) and Rawalpindi PIA Booking Office, The Mall road.	Letter on Company's letter head
7	Fiber optic connectivity backup with different route and POP (point of presence) are required with same capacity and auto fail over	Compliance Sheet & Diagram
8	Public IP pool of 32 IPs are required with white listing of 5 IPs	
9	Bandwidth for Internet should be dedicated/CIR	
10	Vendor must provide two (02) routers with 500 Mbps throughput including all necessary supported modules	
11	Media Link should be on 1+1 ring connectivity.	Letter on company's letter head & diagram
12	Customer Support must be 24x7x365 and must provide graphical user interface of utilization.	Letter on company's letter head

TECHNICAL EVALUATION

S. No.	Description	Points	Document Required
1	General Experience in Telecom Industry: 10+ years 7-9 years 4-6 years Less than 4 years	20 15 10 5	SECP and NTN Certificates
2	Geographical Presence 1 Locations =3 Marks Max = 20		Office Addresses
3	How many customers have been provided with 100 mbps OR more Bandwidth connectivity? 12 Plus Clients 10-12 Clients 5-9 Clients 0-4 Clients	20 10 05 03	Provide PO / Documentary evidence
4	Financial Strength (Annual Turnover) 5 Million= 1 Mark Max = 20		Last two years audit reports
5	Availability of Technical Staff (relevant category Engineers + Technicians + Product Certified Resources) 1 Technical Staff = 2 Marks Max = 20		Copy of certificate
TOTAL MARKS:			100
QUALIFYING MARKS:			70

FINANCIAL EVALUATION

S. No.	200 mbps internet bandwidth service cost, Including All Items with Required Quantity for One month & One year (100 mbps in Karachi and 100 mbps in Rawalpindi) PKR	COST	GST (if applicable), PKR	Total Cost Including All Items with Required Quantity including GST, PKR
1	One Month			
2	One Year			

DRAFT AGREEMENT

Premium Internet Bandwidth Services

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

BY & BETWEEN

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

AND

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

COMPANY and SERVICE PROVIDER shall hereinafter individually be referred as a "**Party**" and collectively as "**Parties**" where the context of this Agreement so required.

WHEREAS

COMPANY desires to acquire Premium Internet Bandwidth Services

- a. through tendering bid process
- b. SERVICE PROVIDER, selected as result of competitive bid process, published on -----, shall provide Premium Internet Bandwidth Services as per the terms agreed in this Agreement.

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

1. INTERPRETATION

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

2. CONFIDENTIALITY STATEMENT

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

In this regard the parties shall:

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

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

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

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

Confidential Information has been destroyed within three (3) working days thereof.

3. WARRANTIES AND REPRESENTATIONS BY Service Provider

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

4. Scope of work

Scope of work

1. Service provider shall provide initially 200 Mb Synchronous Internet Link (100 Mb at Karachi and 100 Mb at Islamabad) as per order from PIA.
2. Service Provider shall terminate their fiber at PIA Offices in Karachi (Computer Center) and Rawalpindi PIA Booking Office, The Mall road.
3. Vendor will be responsible for laying of Fiber, and acquire all permissions from CAA as well as any other authorized Regulatory Body where required.
4. Price should be valid for three (3) years.
5. In case of shifting of links from one location to another, shall be free of cost.
6. Last mile media will be optical fiber
7. Fiber optic backup is required for same capacity with auto fail over
8. Public IP pool of 32 IPs are required with white listing of 5 IPs

5. DELIVERY TIMELINES

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

6. DURATION AND TERMINATION

- a. The Agreement shall be for a term of three (03) year from the Effective Date hereof starting from ----- to ----- . After three years, the Agreement may be renewed subject to PIA requirement, and subject to satisfactory performance with mutual consent of the Parties on same terms and conditions of the present agreement or otherwise agreed between the Parties at the time of renewal.
- b. Either Party may without prejudice to its other rights at law or in equity terminate the Agreement by a notice in writing of sixty (60) days, at any time during the term of this Agreement.

7. TERMS OF PAYMENT

- a) Payment shall be released after delivery of services in accordance with the requirements of this agreement and up to the satisfaction of Company within 45 days after the submission of invoice and relevant documents. Payments will be made in Pak Rupees on quarterly basis. No advance payment shall be made.
- b) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed agreement in this regard. These payments may be subjected to

deductions of any amount payable by the Service Provider to the Company, including but not limited to damages etc.

8. **SECURITY DEPOSIT** At the time of the execution of this Agreement Service Provider shall deposit in cash (10% of total contract value) as interest free security deposit with the Authorized Office of PIA. PIA shall have the right to recover / adjust all liabilities of the Service Provider from the amount of Security Deposit furnished/deposited by Service Provider. The Interest Free Security Deposit shall remain with PIA after three months of the expiry/termination of Agreement and the same will be refunded to the Service Provider after deduction of all the outstanding amounts and/or dues recoverable from Service Provider 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.

9. **Taxes and Duties**

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

10. **SAFETY & SECURITY**

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

11. **TERMS AND CONDITIONS**

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

12. **HELP DESK SUPPORT**

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

13. **NOTICES**

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

<p>To PIA:</p> <p>The General Manager IT & Network</p> <p>Address: PIA Computer Center, Terminal-1, JIAP, Karachi.</p>	<p>To Service Provider:</p> <p>The General Manager</p> <p>Address:</p>
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- b. Notices mailed by registered or certified mail shall conclusively be deemed to have been received by the addressee, when delivered. Notices sent by telex or fax shall be conclusively deemed, to have been received by the addressee upon confirmation of receipt. The other party shall be informed through written notice of the change of address, telephone, telex, fax and/or email immediately.

14. DISPUTE RESOLUTION AND GOVERNING LAW

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

15. INDEMNITY

The defaulting Party agrees and undertakes to indemnify and hold the non-defaulting Party harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result by reason of any breach, failure, delay, impropriety or irregularity on its part to observe, adhere to, abide by or comply with any of the terms and conditions of the Agreement, and to defend, at its own expense any suits, action, claim, litigation or other proceedings brought against the non-defaulting Party and/or its directors, officers, agents, servants, affiliates, and employees, or any of them, on account thereof, and to pay all expenses and satisfy all judgments which may be incurred by or rendered against them in connection therewith. However, the defaulting Party shall have the right to settle any such suits, action, claim, litigation or other proceedings against which it indemnifies herein.

16. FORCE MAJEURE:

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

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

(Signatures)	(Signatures)
For and on behalf of	For and on behalf of
Service Provider	Pakistan International Airlines Corporation
Name:	Name:
Designation:	Designation:
(Signatures)	(Signatures)
Witness 1	Witness 2
Name:	Name:

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 Commercial Purchases & Contracts
Procurement & Logistics Division
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 PIACL is approved and accepted:
2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIACL the Earnest money held by PIACL shall forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____
Designation _____
Address _____
Phone / Fax# _____
CNIC _____
Seal _____
Date _____