

Corrigendum

Provisioning of Payment Gateway Services and Fraud Prevention Solution

(REF: GM CM/Payment Gateway/ (ICT)/01/21)

This is with reference to the 'Invitation to Bid' for subject tender published in daily 'Business Recorder' and 'Jahan-e- Pakistan' dated: 01-10-2021 which was scheduled to be opened on 18-10-2021.

The bid submission date/time has been extended upto 27-10-2021 (10:30 Hrs). Bids shall be opened on the same date at 11:00 Hrs (PST). All other things will remain unchanged.

Prospective bidders are requested to submit the proposals accordingly; bidding document is available on <http://www.ppra.org.pk> & www.piac.com.pk

For further queries, please do not hesitate to contact undersigned.

Iftikhar M. Usmani
GM Contract Management
Supply Chain Management
PIA Head Office, Karachi.
Ph: 021 9904 4216, 9904 4101
Email: gm.cm@piac.aero
contract.administration@piac.aero

REF: GM CM/Payment Gateway/ (ICT)/01/21

M/S _____

Sub: Provisioning of Payment Gateway Services and Fraud Prevention Solution

Dear Sir/ Madam,

We are pleased to invite sealed tenders for the item/ services 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 Contract Management, PIA Supply Chain Management, and JIAP Karachi latest by **27-10-2021**. 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 Contract Management, 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. PIACL will not be responsible for postal delays. The decision of GM Contract Management in this respect shall be final and binding.

3. **Bidders are required to submit a Pay Order of Rs. 6,000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders Only).**

B) EARNEST MONEY (Local Bidders Only)

The tender should be accompanied a Pay Order payable (valid for 180 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 / 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) PERFORMANCE/ 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) in the amount equivalent to 5% of total tender value 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 – TECHNICALPROPOSAL:

All mandatory requirements are given in the RFP

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.
- 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) Original Pay Order for Earnest Money.
- b) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- c) The outer cover should bear address of the General Manager Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- d) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order /Contract.
- The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- Offers must be valid for 180 days.

H) Duration of Contract

This contract shall be for a term of Three (03) years, effective from the date of go-live of the service, contract is extendable on mutual consent for further two terms of 01 year each. Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of One Hundred and Eighty (180) days, at any time during the term of this Agreement.

Yours truly,

Iftikhar M. Usmani
GM Contract Management
Supply Chain Management,
PIA Head Office, Karachi.
Ph: 021 9904 3081, 9904 4101
Email: gm.cm@piac.aero ,
contract.administration@piac.aero



REQUEST FOR PROPOSAL

Provision of Payment Gateway Services



Contents

Contents	6
ABOUT PIA	7
INTRODUCTION	7
SCOPE OF WORK.....	8
PROPOSAL SUBMISSION GUIDELINES	10
PRE BID MEETING	10
DOCUMENTATION	10
ACCEPTANCE, AWARD AND REJECTION	11
AWARD AND EXECUTION OF CONTRACT	11
DISASTER RECOVERY SITE	11
EVALUATION OF BID.....	11
SELECTION CRITERIA	11
MANDATORY REQUIREMENTS.....	12
TECHNICAL PROPOSAL’S EVALUATION:.....	13
TECHNICAL REQUIREMENTS	14
FINANCIAL PROPOSAL’S EVALUATION	16
Financial Proposal will be submitted on the following format for the proposal.....	16
CONFIDENTIALITY.....	19
GOVERNING LAWS & DISPUTE RESOLUTION	19
DURATION AND TERMINATION	19
NOTICES.....	19

ABOUT PIA

Pakistan International Airlines Company Limited (PIACL) is the national flag carrier of Pakistan and is in the business of air transportation of passengers and cargo and related activities. PIA's primary focus is to serve the Pakistani community at large and travelers across the globe in general. The airline has its offices and stations located across the world.

INTRODUCTION

As a part of strategizing PIACL position in the niche markets, and to opt for the latest technological platforms, PIACL is looking for managed services from Commercial Banks/ Microfinance Banks/authorized Payment System Operators (PSOs) or Payment Service Providers (PSPs) for provision of Payment Gateway services along with Fraud Prevention solution for payments through maximum Payment Channels - debit cards, credit cards and online funds transfer, direct payment, mobile wallets, QR Payment, NFC, point of sales services and others. Customer convenience will be the core objective of the services.

In this regard proposals are requested from the Commercial Banks/ Microfinance Banks/authorized Payment System Operators (PSOs) or Payment Service Providers (PSPs) regulated by the State Bank of Pakistan for the such services.

Service providers may apply for the said services as Consortium or in Joint Venture.

1. The Applicant may be either a single entity or a consortium of entities (the "Consortium"). The consortium may have two or more entities. An entity which is part of the Consortium is not permitted to be part of another consortium or apply in parallel as a single entity.
2. In the event that the Applicant is a Joint Venture ("JV") or a Consortium, then the Applicant shall submit the following additional documents:
 - a) Copy of the original JV/the Consortium agreement, which must clearly specify the lead entity.
 - b) The documentation must outline precisely the responsibility of each member entity of JV/the Consortium.

At least one member-entity of JV/the Consortium must have Incorporation Certificate issued by Security and Exchange Commission of Pakistan and/or State Bank of Pakistan (SBP)

SCOPE OF WORK

PIACL intends to select Payment Gateway Service Provider, hosted at vendor's premises, for providing Electronic Payment Services along with fraud prevention solution for booking, reservations and for future services offered by PIACL through Credit cards/ Debit cards/ Net Banking/ Cash Cards/Faster Payments/ Bank Accounts/Mobile wallets/ E-Commerce etc.

- The solution should be scalable and should comply with all international standards at various regions of the world like PCI, DSS, GDPR etc. and domestic standards specified by regulatory authorities like State Bank of Pakistan (SBP)/ Federal Board of Revenue (FBR) / Ministry of Finance, etc or any other Government guidelines issued from time to time.
- The solution should have a real time advanced fraud prevention & risk management capability.
- Fraud Prevention; Detailed fraud prevention mechanism, PCI & GDPR compliant, 3D Secure and ECI (Electronic Commerce Indicator) capabilities before ticket issuance and transaction generation from customer account based on credit/debit cards rules defined by airline and standard checks to be available. This should also be in line with the applicable PIACL policies and in accordance with GAAP (Generally Acceptable Accounting Principles).
- Direct Debit; Integration with existing banking link networks to enable direct debit facility from bank account through virtual process. The facility must be compatible with both mobile and website.
- The solution should have an uptime of 99.5% and should have a dedicated connection to PIACL Data Center, DR or the PIA authorized location (local or international).
- Bidder should provide 24 x7 Technical Support and Service Desk facility.
- System generated detailed reports/logs should be provided on regular basis as well as upon request.
- The bidder provides technical support and training as and when required for integration/ administration/reporting of payment gateway API/Web Service with PIACL Systems.
- The bidder shall be responsible and liable to cater, resolve, handle and settle any dispute/ charge back/ or any objection raised by any user, bank or entity due to any reason including misuse of cards. PIA shall not be responsible or liable on any such disputes or charge back, Unless attributable to PIA.

- The bidder shall provide the real-time visibility for all the transactions (nothing exceptional).
- The bidder will provide APIs/Web Services for WEB/ APP/ IVR/ Social Media or any other facility or feature required by PIACL.
- It is clarified that the selected payment gateway will be non-exclusive, i.e., PIACL reserves the right to have multiple payment gateways in parallel.
- PIACL reserves the right for use of any payment gateway / Payment Channel at any sale location (i.e., Counter, PoS or any web interface, etc) as per PIACL requirement.

PROPOSAL SUBMISSION GUIDELINES

PRE BID MEETING

Pre-Bid Meeting with prospective bidders shall be convened on 6th of October, 10.30. AM, at ERP Building, PIA Head Office.

DOCUMENTATION

As part of its Technical Proposal, the Contractor must describe the level and types of documentation that will be delivered. Two complete hardcopy sets of documentation for all bidders supplied components for this Project must be furnished, in addition to softcopies on USBs.

The manuals should feature clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. These will be under the following categories:

- **Solutions Design Document:** Complete technical design of the proposed solution.
- **Overview of firm:** a brief outline of Proponent's experience along with pertinent corporate details including full legal company name; year business was established; and number of people currently employed.
- **Project and Client Management:** a detailed description of the approach and methodology for managing projects and client relationships.
- **Project Plan:** a detailed breakdown of all deliverables identified in the Scope of Work including, methods, tools and timeline to complete the project.
- **Project Management Team:** a detailed description of the firm's project management team including skills, experience and capabilities of relevant staff.
- **Client Reference List:** provide a client list for similar projects completed in the last three years for three different clients.
- **Project Costs:** The bidder shall provide the total itemized price for the project based on the Scope of Work

ACCEPTANCE, AWARD AND REJECTION

- PIACL reserves the right to terminate the process without awarding the contract.
- PIACL reserves the right to accept or reject any part, or all, of each proposal submission and/or not to make an award if none of the proposals received meet the requirements.
- PIACL will not be responsible in law or in equity to any proponent for any claim for losses or damages, or any other relief, arising out of the RFP process including the selection or rejection of any particular section of this proposal.
- PIACL interpretation of the contents of the official proposal documents shall prevail.

AWARD AND EXECUTION OF CONTRACT

- PIACL will provide written notice to the successful bidder, to advise that the proposal has been accepted.
- The successful bidder shall be required to enter into a contract with PIACL until unless a contract is signed between the selected bidder and PIACL.
- PIACL will not be responsible for any charges/fees/payment whatsoever until unless contract is signed between both parties.

DISASTER RECOVERY SITE

The bidder should mandatorily have a business continuity plan in place, including a DR site hosting the proposed solution, for uninterrupted services and access control server operations in a scenario where the primary site of business is affected due to disaster. The bidder should provide an undertaking stating the availability of the DR site.

EVALUATION OF BID

SELECTION CRITERIA

Proposal of the bidder who complies with all the mandatory requirement, will be evaluated for technical and financial requirements for total marks of 200, where 100 each, for technical criteria and financial criteria. Selection will be made on the combined weighted of technical and financial proposals.

Weightage factors are as under:

Technical Proposal: 60%

Financial Proposal: 40%

MANDATORY REQUIREMENTS

Bidder must comply with all the Mandatory Requirements. Failure to comply with any of the Mandatory Requirements item will automatically be disqualified. Documentary proof for each mandatory requirement shall be required.

S. No	Mandatory Requirements	Yes/No	Reference / Annexures
1	Bidder must comply with All the Technical requirements, Scope of Work and All Terms and conditions mentioned in this RFP. (Submit Written Consent on Letter Head)		
2	The bidder should be a company registered with SECP, FBR and other relevant authorities of relevant provincial and/or federal Government. (Submit Copy of Certificates)		
3	Bidder should have implemented and/or managed Payment Gateway Solution successfully either on own premises, for at least in two large scale listed companies registered with SECP etc. Organizations in Pakistan or globally. (Submit Reference Letters)		
4	Fraud Management Module: There should be authentic, robust and a fool proof fraud management / fraud screening module for fraud prevention, enabling prevention of all possible chargeback to PIACL. (Submit Detailed Annexure)		
5	The bidder must have process in place for periodic vulnerability assessment/ penetration testing. A certificate and details related to assessment frequency should be presented as part of the proposal documents.(Submit Detailed Annexure)		
6	Web/ Mob App/ IVR/ Call Center/ Social Media/ etc. API integration option without any additional licensing / certification requirement from PIA.		
7	Must Support Multiple Payment Channels		
8	The bidder shall be capable to provide multiple (both Credit & Debit) Card schemes (either primary and supplementary cards) and support various Payment Channels including but not limited to Direct bank/ account transfers, internet banking, mobile banking, online banking, branchless banking and other available and upcoming Payment Channels.(Submit Detailed Annexure)		
9	Detailed chargeback mechanism including notification served to PIAC and response time needs to be provided. Unilateral deduction against chargeback shall not be allowed.(Submit Detailed Annexure)		
10	A duly authorized signing officer of the firm has signed and dated letter by which they are agreeing to be bound by the proposal and the terms, conditions and description of services. (Submit on company letter head)		
11	The bidder must be authorized by State Bank of Pakistan to provide Internet Payment Gateway Services and/or		

	Other Payment Collection services. (Submit on company letter head)		
12	Proposed service provider must be PCI & GDPR compliant and have 3D Secure capability with ECI (Electronic Commerce Indicator). (Submit on company letter head)		
13	There must be merchant portal services. The portal must give real time access to transaction history, complete ticket wise sales transactions, refund transactions, chargeback and settlement reports. Providing access to ascertain reports regarding transactions processed and certain reporting tools to assist accounting activities. (Submit on company letter head)		
14	The Bidder must not have been blacklisted by any of the Government/Regulatory Authorities or Public-Sector entities (PSEs). (Submit on company letter head)		
15	Successful Bidder should be liable to deposit the performance guarantee / Security Deposit in shape of pay order or Bank Guarantee not exceeding 5% of the total contract value which shall be subjected to all the other mutually agreed terms and conditions of the contract/agreement. (Submit on company letter head)		
16	The system will maintain the records of all the transactions for at least 10 years.(Submit on company letter head)		
17	There must be option of branding of payment page with our logo, footer, text style, colors to give the applicant same website experience.(Submit on company letter head)		
18	Must Support promotional schemes, discounts etc associated with a particular bank and card type. (Submit relevant document)		
19	Consortium or Joint Venture must be in active status. An entity which is part of the Consortium is not permitted to be part of another consortium or apply in parallel as a single entity. (Submit relevant document)		
20	At least one member-entity of JV/the Consortium must have Incorporation Certificate issued by Security and Exchange Commission of Pakistan.		
21	In case of Payment System Operators (PSOs) or Payment Service Providers (PSPs) must be in live status as per State Bank of Pakistan at the time of submission of bid.		

TECHNICAL PROPOSAL'S EVALUATION:

Technical Requirements are based on scoring system. Total marks are 100. Bidder must acquire 70% of total marks of the Technical Requirements to qualify for the opening of Financial Proposal. Less than 70% of the score in Technical Evaluation will result in bid's disqualification.

TECHNICAL REQUIREMENTS

 Marks Allocated: 100
 Qualifying Marks: 70

S. No	Criteria	Marks
1	Card system / scheme support: Vendor support for the card scheme as per the provided "Card Scheme" (e.g. VISA, UnionPay, MasterCard etc.). For 5+ cards support = 10 points For 4 cards support = 6 points For 1-3 cards support = 3 points	10
2	Payment Channel support (Domestic): Vendor support for multiple Payment Channels/ Wallets in addition to Credit/Debit Cards, including: <ul style="list-style-type: none"> a. Direct Debit Accounts - Own Bank Accounts (Yes = 2, No =0) b. Direct Debit Accounts – Other Bank Accounts (1 for each Other Bank, Max = 10, No=0) c. Branchless Banking Channels (2 Points for each channel like EasyPaisa/ Jazz Cash/ HBL Konnect/ Omni/ or others - Max 10 , No = 0) d. Mob Apps(Offer Payment through own Mob App – Yes = 2, No = 0) e. NFC Enabled (Yes = 2, No = 0) f. QR Capable (Yes = 2, No = 0) g. Any Other Payment Channel (Yes = 2, No = 0) 	30
3	Payment Channel support (International): Vendor support for any International Payment Channels/ Wallets like (ApplePay/ GooglePay etc.) in addition to Credit/Debit Cards: <ul style="list-style-type: none"> No Channel Support = 0 point Upto 2Channel = 5 points More than 2 Channels = 10 points 	10
4	No. of Active Customers in the Domestic market using Payment Channel/ Gateway Services. <ul style="list-style-type: none"> For No existing customers = 0 point For 10+ customers = 20 points For 6-10 customers = 15 points For 1-5 customers = 5 points 	20
5	Refund Mechanism: Detailed refund mechanism mentioning timelines for processing of refund transactions into customer account based on different Payment Channels needs to be shared. This should also be in accordance with GAAP (Generally Acceptable Accounting Principles).Settlement period: <ul style="list-style-type: none"> Less than 5 Days = 15 points Between 5-10 Days = 10 points Between 11-15 Days = 05 points More than 15 Days = 0 points Maximum time duration of the offered Payment Channel will be considered.	15

6	<p>Presentation/Walkthrough/Demo– Scoring for this point will be at the discretion of PIAC’s evaluation committee. Marks will be given on the basis of Satisfactory, Good and Excellent. Degree will solely be decided by PIACL’s evaluation team.</p> <p>Excellent = 15 points Good = 10 points Satisfactory =5 points</p>	15
	Total	100

FINANCIAL PROPOSAL'S EVALUATION

The Financial proposal should give all relevant price information and should not contradict the technical proposal in any manner. All prices should be quoted in Pak Rupees only.

Prices should be valid for 180 days from the date of submission.

FINANCIAL CRITERIA

Marks Allocated: 100
Qualifying Marks: 70

S No.	Requirements	Max Score	Score Attained
1.	Shareholder's Equity in PKR:	Marks Allocated 10	
	I. 399 Million or below	2	
	II. 400 Million to 599 Million	4	
	III. 600 Million to 799 Million	6	
	IV. 800 Million to 999 Million	8	
2.	Current Ratio:	Marks Allocated 10	
	I. 0.49 or below	2	
	II. 0.50 to 0.99	4	
	III. 1.00 to 1.49	6	
	IV. 1.50 to 1.99	8	
3.	Asset Turnover:	Marks Allocated 10	
	I. 0.49 or below	2	
	II. 0.50 to 0.99	4	
	III. 1.00 to 1.49	6	
	IV. 1.50 to 1.99	8	
4.	Net Profit Margin:	Marks Allocated 10	
	I. 5% or below	2	
	II. 6% to 10%	4	
	III. 11% to 15%	6	
	IV. 16% to 20%	8	
5.	Settlement Period:	Marks Allocated 30	
	I. Lowest	30	
	II. Rest of the bidders	20	
6.	Lowest Bid:	Marks Allocated 30	
	i. Lowest	30	
	II. Rest of the bidders	20	
	Total	100	

Please Provide Documentary evidence where required in support of your response, without documentary support section will be marked as zero.

Financial Proposal will be submitted on the following format for the proposal.

Indicative Numbers for Calculation Purpose Only:

No. of PKR Transactions: 10,000 per month

Transactional Value (per month): PKR 250 million

****Bid Value** = [[Channel Applicable Rate (per transaction based) x 3 (years) x 12 (Months) x [No. of Transaction for each Channel]

+ One Time Cost (Implementation Charges + Other Cost)

+ [Charge back Cost]

S. No	Description	Units and Numbers	Unit Rate (Excl. Taxes)	Taxes	Unit Rate (Incl. Taxes)	Total Cost (Rs.) (Incl. All Taxes)
		(A)	(B)	(C)	(X=B+C)	(Y =AxX)
1	Implementation charges	One time				
2	Monthly Charges per transaction	Transaction (approx..)				
	- Credit/ Debit Card	3000*				
	- Branchless Channels	2000				
	- Bank Account Debit	2000				
	- Mob Apps	1500				
	- QR Code	500				
	- NFC	500				
	- Other	500				
3	Charge-back Cost	Transaction (1% of Total Transactions)				
4	Other Costs (if any) List here with details-any other cost such as managed services etc with details, total will be considered for calculating the bid value. (Insert row for each specified cost.)	Lump Sum				
Grand Total Bid Price						

***Notes:**

- 1) The bidder has to submit last 3 years Audited financial reports with Shareholder Equity, current ratio, asset turnover and net profit margin.
- 2) The bids shall be prepared on the volumes of inputs given in Table above.
- 3) Same Ticket Size of PKR 25,000 will be assumed for each Payment Channel.
- 4) The given transaction numbers and ticket size are for sake of assumptions only and are mentioned in order to calculate/ compare the different rates for each payment channel type, and are in no case considered as guaranteed or otherwise.
- 5) All cost must be exclusively mentioned in this proposal and no hidden or other cost will be accepted later.
- 6) Payment against all above mentioned services will only be made on actual consumption basis and

against successful transactions

- 7) Implementation Charges will be released in installments in proportionate to the successful integration with each respective channel offered in the bid.
- 8) All government notified fees, charges, taxes (if any) incurred to offer the aforementioned services shall be transferred as per actual to the Customer after prior approval from the Customer
- 9) Amount in the Grand Total Bid Prices Box will determine the total bid cost for awarding of the tender.
- 10) ****Bid value will be considered without applicable taxes for the calculation of earnest money and security deposit.**

CONFIDENTIALITY

Companies will ensure confidentiality of information.

GOVERNING LAWS & DISPUTE RESOLUTION

- a) Agreement shall be governed and interpreted in accordance with the Laws of Pakistan.
- b) The parties agree and submit themselves to exclusive Jurisdiction of the Courts at Karachi.
- c) Any dispute between the parties arising out of, in connection with or relating to this agreement shall not be settled otherwise than through Arbitration, which shall be held at Karachi in accordance with the Arbitration Act. 1940.

DURATION AND TERMINATION

This contract shall be for a term of Three (03) years, effective from the date of go-live of the service, contract is extendable on mutual consent for further two terms of 01 year each. Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of One Hundred and Eighty (180) days, at any time during the term of this Agreement.

NOTICES

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

To PIACL: General Manager Revenue Accounting Address: 2 nd Floor, PIA Head Office, Old Airport Karachi.	To SERVICE PROVIDER :
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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.

NOTE: An agreement will be signed with the selected bidder after discussion without conflicting terms and conditions given in this RFP.

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)

GM Contract Management
Supply Chain Management Department
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 even to our/my tender for supply/services 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 fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone /Fax# _____

CNIC _____

Seal _____

Date _____