

REF: GM CM /Cafeteria PTC /KHI/03/23

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUB: OPERATING CAFETERIA / CANTEEN AT PIA TRAINING CENTER,  
KARACHI ON RENTAL BASIS.**

Dear Sirs,

We are pleased to invite your 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 GM Contract Management, PIA Supply Chain Management Building, JIAP Karachi latest by **05-07-2023 1030hrs.** 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 GM 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. The Corporation 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. 10,000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders Only).**

**B) EARNEST MONEY/BID SECURITY (Local Bidders Only)**

The Tender should be accompanied a Pay Order payable (valid for 180 days from the date of tender opening) amounting **PKR: 100,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money/ Bid Security (Refundable). Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

**SECURITY DEPOSIT/ PERFORMANCE GUARANTEE (Local Bidders Only)**

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee) amounting **PKR: 300,000.00** as interest free Security deposit/ Performance guarantee 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.

**Note:** Bidders must claim their deposit refund (Bid Security/Performance Guarantee) within 180 days of the financial bid opening (if rates are higher side) or completion of contract period/project (in case awarded) or in case of any earlier termination. The time barred CRs (receipts)/refund cases shall not be processed.

### **C) 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.

### **D) 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/ requirements.

Bidders **MUST:**

- ☐ Be registered with Sales Tax Authorities (Federal/Provincial whichever is applicable); please attach copy of Registration Certificate (Local Bidders Only).
- ☐ Bid on Prescribed Performa issued by PIA. (Tender Schedule “A”)
- ☐ Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE.**

**BEARING COMPANY'S STAMP****E) 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 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 GM Contract Management, 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.

**F) 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 180 days.

**G) Duration of Contract**

Contract will be awarded for the period of one (01) year, further extendable one term (year) in view of PIA's requirements, satisfactory performance of the Contractor and mutual consent with agreed terms and conditions at the time of agreement renewal.

Yours truly,

**Iftikhar M. Usmani**

**GM Contract Management**

**Supply Chain Management**

**PIA Head Office, Karachi.**

**Ph: 021 9904 4216, 021 9904 3081**

**Email: gm.cm@piac.aero, contract.administration@piac.aero**

REF: GM CM /Cafeteria PTC /KHI/03/23

**Tender Schedule “A”****OPERATING CAFETERIA / CANTEEN AT PIA TRAINING CENTER - KARACHI ON RENTAL BASIS.**

<b>Description</b>	<b>Monthly Rent/ Amount PKR</b>	<b>Rental Amount for one year PKR</b>
Operating Cafeteria / Canteen at PIA Training Center - Karachi on rental basis.		

**Note:** Contract shall be awarded on highest offer (rent) basis (subject to the acceptability and sole discretion of PIA).

Party Name:

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Address:

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Telephone No: \_\_\_\_\_ Mob No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Seal &amp; Signature:

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**TERMS OF REFERENCE**  
**PIA TRAINING CENTER (PTC) CAFETERIA**  
**PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED**

1. The corporation shall provide the following facilities:
  - Space for Dining Hall.
  - Utilities (Electricity, Gas and Water)
2. Following items have to be arranged by the Contractor and shall remain their property:
  - Furniture  
The bidder shall provide provision of adequate number of furniture for dining facility of students.
  - Crockery  
The bidder shall provide 'crockery with SS cutlery (China for meetings, events, offices and special occasions) as per requirements of PTC cafeteria.
  - Electrical Appliances and Equipment  
The bidder shall provide all electrical appliances and equipment related to cafeteria operations to include all refrigeration equipments.
3. Monthly Rent would be free from any deductions of any taxes /government levies shall be paid by the contractor by 10<sup>th</sup> of each month receipt of which will be provided to the Contractor by PTC authorities.
4. The Contractor has to deposit Pay Order amounting PKR. 300,000 /-(Three hundred Thousand) as interest free Security Deposit. PIACL shall always maintain lien on this deposit to comply any recovery and amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof. The Interest Free Security Deposit shall remain with PIA up to three (03) months after termination/expiration of agreement or any extension thereof.
5. The Contractor shall ensure to maintain high standards of cleanliness and hygiene as prescribed in HSE (Staff hired by Contractor should wear proper uniform with name tags, gloves and caps).
6. All food handlers hired by contractor should provide annual medical fitness certification (from a reputable lab) as per our national health authorities of **Hepatitis A, B & C and Skin Diseases.**

7. The agreement shall be effective for one (01) year from \_\_\_\_\_ **2023** till \_\_\_\_\_ **202--**. Same can be extendable for further one term (year) in view of PIA's requirements, satisfactory performance of the Contractor and mutual consent with agreed terms and conditions at the time of agreement renewal. The Menu list shall be finalized with the mutual consent of both parties.
8. Timings: MONDAY to FRIDAY 0800 TO 1730 (Besides regular timings the contractor shall agree to provide services on Saturdays/Sundays and Evenings as and when required by PIACL management).
9. Any repair and maintenance of the equipment/appliances shall remain the responsibility of the contractor during the currency of the agreement.
10. No monitory compensation will be claimed by contractor on expiry of the contract with reference to civil works carried out for renovation and restoration of PTC Cafeteria.
11. The contractor will ensure the highest quality of food items and materials used in its preparation. These materials will be subject to inspection by PTC Quality Unit representative as notified by Principal PTC at least once a month.

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**Total Marks – 90**

**Qualifying Marks – 45 Marks as per evaluation criteria**

## **TECHNICAL EVALUATION FOR HIRING SERVICES OF CAFETERIA / CANTEEN IN PIA TRAINING CENTER KARACHI**

### **Particulars:-**

a. All supporting documents as per evaluation criteria stated in section A and B. However medical documents will have to be furnished prior to signing of the contract.

<b>Serial No.</b>	<b>Particulars</b>	<b>Maximum Marks</b>	<b>Marks Obtained</b>
<b>Section A</b>	<b>COMPANY/ FIRM PROFILE</b>		
<b>A-1</b>	<b>No. of Personnel</b>	<b>15</b>	
i	02 to 20	5	
ii	21 to 30	10	
iii	31 & above	15	
<b>A-2</b>	<b>No. of existing Cafeteria Setups</b>	<b>15</b>	
ii	1 -2	10	
iii	3 or more	15	
<b>A-3</b>	<b>years of Establishment of Firm</b>	<b>15</b>	
i	12 to 23 months	05	
ii	24-35 month	10	
iii	36- months & above	15	
<b>A-4</b>	<b>Experience of Establishment of Firm/Company in Catering/ Cafeteria Business (As per Sales Tax Registration Certificate)</b>	<b>15</b>	
i	01 – 02 years experience	05	
ii	03 -04 years experience	10	
iii	05- & above years experience	15	
<b>SECTION B</b>	<b>FINANCIAL STANDING / STATUS OF FIRM CATERING (As per Income Tax return filed/Attach Tax Challans)</b>		
<b>B-1</b>	<b>Income tax paid during the last 02 years by the Firm/Company in Catering/Cafeteria Business</b>	<b>15</b>	
i	Income tax paid under Rs. 0.25 million per year	05	
ii	Income Tax paid Rs. 0.26 million to 0.4 million	10	
iii	0.5 million & above per year	15	
<b>B-2</b>	<b>Financial Standing Of The Firm</b>	<b>15</b>	
	Less than 0.5 million	05	
	Minimum funds available 1.0 million	10	
	Minimum funds available Rs. 2 million	15	
<b>Note</b>	Attested copy of Bank statement, showing list of one year transaction must be attached		

All staff to be deputed will be required to have MEDICAL CLEARANCE CERTIFICATION (HEPATITIS A, B & C and SKIN DESEASE) FROM a reputable recognized medical institution.

**DRAFT AGREEMENT**

This agreement is made on \_\_\_\_\_ at Karachi between Pakistan International Airlines Corporation (PIAC) a Public Limited Company incorporated and governed by and under the laws of Pakistan having its Head Office at Karachi (hereinafter referred to as "PIAC" which expression shall include its administrators, legal representatives and assignees)

AND

M/S \_\_\_\_\_ Karachi), (hereinafter referred to as "Contractor") which expression shall mean and include its employees, agents, successors, assignees, or any other person (s) which may derive any title under (Name)

The PIAC and the Contractor may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

WHEREAS the contractor is the successful bidder for provision of food items as per menu provided by Pakistan International Airlines Training Center ("PTC"), a Training facility of PIAC, from time to time and the PIAC has agreed to award the contract for running Cafeteria/Canteen at PTC Building situated at Karachi.

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

1. The PIAC shall provide the following facilities at the PTC:
  - Space for Dining Hall, Pantries, Store and Office
  - Space for Kitchen
  - Utilities (Electricity, Gas and Water)
2. Following items have been arranged by the Contractor and shall remain their property: (Details duly endorsed by both parties are attached with the agreement as Exhibit "A". Any addition / deletion of these items from the Exhibit "A" have to be duly endorsed by both parties as and when required. )
  - Furniture  
The bidder shall provide provision of adequate number of furniture for dining facility.
  - Crockery  
The bidder shall provide 'crockery with SS cutlery (China for meetings, events, offices and special occasions) as per requirements of PTC cafeteria.
  - Electrical Appliances and Equipment  
The contractor shall provide all electrical appliances and equipment related to cafeteria operations including all refrigeration equipment.
3. Monthly Rents shall be an amount of Rs. \_\_\_\_\_ free from any deductions of any taxes /government levies. The rent shall be paid by the contractor by 10<sup>th</sup> of each month to the PIAC, receipt of which will be provided to the Contractor. However, Contractor shall be responsible for payment of all the taxes under the applicable laws arising out of the performance of this agreement.
4. Prior to the execution of this Agreement, the Contractor has deposited Pay Order amounting PKR. \_\_\_\_\_ /-(\_\_\_\_\_ ONLY) as performance guarantee /interest free Security Deposit. PIAC shall always maintain lien on this deposit to comply any recovery and amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof, PIAC



will refund the security deposit after making necessary recoveries / adjustment of any liabilities that may have arisen out of this Agreement in addition to any other remedy available to PIA under applicable laws. The Interest Free Security Deposit shall remain with PIA up to three (03) months after termination/expiration of agreement or any extension thereof.

5. The Contractor shall ensure to maintain high standards of cleanliness and hygiene as prescribed in HSE. (Staff hired by Contractor should wear proper uniform with name tags, gloves and caps.)
6. All food handlers hired by contractor should provide annual medical fitness certification (from a lab acceptable to PIAC) as recommended by national health authorities of **Hepatitis B & C and Skin Diseases**. PIAC may require any certification at any time during the operation of this agreement.
7. The agreement shall be effective for one (01) year from \_\_\_\_\_ **2023** till \_\_\_\_\_ **2024**-. Same can be extendable for further one term (year) in view of PIA's requirements, satisfactory performance of the Contractor and mutual consent with agreed terms and conditions at the time of agreement renewal.
8. Timings: MONDAY to FRIDAY 0800 to 1730 (Besides regular timings, the contractor shall provide services on Saturdays/Sundays and Evenings as and when required by PIAC management)
9. The items of equipment/ appliances mentioned in Exhibit "A" shall remain the property of the contractor. Any repair and maintenance of the same shall be the responsibility of the contractor during the currency of the agreement, however on expiry of the contract shall have the rights to remove the same.
10. No monetary compensation shall be claimed by contractor on expiry of the contract if any civil works carried out for renovation and restoration of PTC Cafeteria.
11. **PENALTY:** In case of nonperformance, poor and under performance and defaults attributable to the contractor and/or its staff, of the requirements/ conditions as stated in the agreement and any deviation from the contents of the same may invoke penalties at per occurrence formula, which will be as follows:
  - 14.1 Cleanliness = Rs. 5,000/-
  - 14.2 Over charging = Rs. 5,000/-
  - 14.3 Unhygienic/ poor quality food = Rs. 10,000/-
  - 14.4 Variation in quantity of food = Rs. 2,000/-
  - 14.5 Any other penalty that may be deemed appropriate on the violations and actions envisaged in Clause 16.1 to 16.4
  - a) The penalties shall be paid by the Contractor within three (03) working days of the issuance of Notice of penalty(s). Non-payment shall tantamount to recovery of the penalty from the security deposit and may also lead to termination of contract keeping in view the gravity of the issue.
12. The contractor will ensure the quality of food items and materials used in its preparation. These materials will be subject to inspection by PTC Quality Unit representative as notified by Principal PTC at least once a month.
13. **DISPUTE RESOLUTION AND GOVERNING LAW:**
  - a) This agreement shall be governed, construed, and enforced in accordance with the laws of Pakistan, and the courts at Karachi shall have exclusive jurisdiction to adjudicate any dispute related to this Agreement.

b) Any dispute between parties relating to this Agreement (the "Dispute") shall be resolved through mutual negotiations in good faith within thirty (30) days of its arising. Where the parties remain unable to resolve the Dispute within said timeline, the same may be referred to the courts as per clause 16a above.

**14. INDEMNITY:**

The Contractor undertakes and agrees to indemnify and hold harmless PIAC, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of, resulting from and in connection with this agreement 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 be unlimited 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.

**15. EXIT CLAUSE**

That either party may terminate the contract by serving upon the other party a notice in writing of four (04) months through registered AD mail with assigning reason thereof after clearing and making all the due payments, outstanding bills, demands and claims/settlement of liabilities to each other. However, the agreement shall be immediately terminated if the Contractor fails to cure the breach of any of the terms and conditions of this agreement within thirty days after being served written notice by PIAC. Notwithstanding anything to the contrary, PIAC may in its discretion without assigning any reason thereof terminate the agreement by serving one month's prior notice to the contractor.

**16. VARIATION AND AMENDMENT**

This Agreement shall not be varied, modified, altered, amended or supplemented etc. except through mutual consent of both parties in writing.

**17. SCHEDULES / EXHIBITS**

For all intents and purposes, the Schedules/Exhibits of this Agreement shall form an integral part of this agreement and the contractor shall comply with and fulfill all the terms and conditions stipulated in such schedules and exhibits. Any default by the contractor to comply with any terms and conditions incorporated in the schedules /exhibit shall be deemed as breach of this Agreement.

**18. EMPLOYEES/STAFF OF THE CONTRACTOR**

The Contractor hereby undertake that in the performance of services hereunder, he shall faithfully comply with all the applicable Federal, Provincial or Local/Municipal laws including but not limited to the laws pertaining to employment and further undertake to assume entire liabilities for the settlement of any claims resulting from an injury or accident at all times to its employees engaged in the performance of services under this Agreement.

**19. RECOVERIES**

Amongst any sum of money recoverable from the Contractor due to any default under this Agreement or otherwise, PIA shall be entitled to deduct the said recoverable amount due on contractor.

Signature  
Pakistan International Airlines

\_\_\_\_\_  
\_\_\_\_\_

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Contractor

\_\_\_\_\_  
\_\_\_\_\_

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED****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 -----

**Annexure-A**

LIST OF PREFERRED ALLOWED FOOD ITEMS IN CAFETERIA	
ITEM	OFFERED RATE
<b>HOT BEVERAGES</b>	
<b>TEA</b>	
Doodh Patti Tea	
Regular Tea	
Green Tea	
<b>COFFEE</b>	
Black Coffee	
<b>COLD BEVERAGES (250 ml)</b>	
Pakola /7up /Pepsi /Diet / Miranda	
Mineral Water(Small)	
Mineral Water(Large)	
Slice Juice	
<b>FRESH JUICES (300 ml)</b>	
Mango Shake	
Banana Shake	
Mix Cocktail	
Pina Culada	
Mint Lime	
<b>SNACKS</b>	
Chicken Samosa	
Aloo Samosa	
Chicken Spring Roll	
Chicken Patties	
Cake Piece	
Biscuits(Half ROLL)	
Channa Chat	
Dahi Baray	
<b>FAST FOOD</b>	
Chicken Burger	
Club Sandwhich	
Chicken Sandwhich	
BBQ Sandwhih	
Chicken Broast (Quarter)	
Mini Pizza (3")	
Frenh Fries	
<b>MAIN COURSE</b>	
Fish Lahori with Chips (Spicy)	
Fish n Chips (English style)	
Chicken Reshmi Kabab (2 Pieces)	
Chicken Tikka Boti (Qtr)	
Chicken Malai Boti (5 Pieces- Boneless)	

LIST OF PREFERRED ALLOWED FOOD ITEMS IN CAFETERIA	
ITEM	OFFERED RATE
Chicken Fajita Pizza (Regular)	
Aloo Chana Bhujia(with 2 Puris)	
Suji ka Halwa	
Ommlette (2 Eggs)	
White Bread Slice	
Brown Bread Slice	
Chicken Shashlik with Rice	
Chicken Manchurian with Rice	
Chicken Karahi	
Chicken Qorma	
Chicken Makhni	
Chicken Biryani	
Daal (Tarkay Wali)	
Mix Vegetable	
Nan (Fresh)	
<b>COLD SALAD (1000 grams)</b>	
Apple & Cabbage Salad	
Apple & Pineapple Salad	
Sweet Corn Salad	
Hummous	
Red Bean Salad	
Potato Salad	
Coleslaw	
Russian Salad	
<b>DESSERT</b>	
Qulfi (Standard Size)	
Ice cream (Scoop)	

**Note:**

1. Bidders shall provide their competitive rates keeping in view current market rates & shall remain fixed for 01 year. The rate list is required to be inserted in financial proposal. However the contract shall be awarded to the bidder offering highest rent of the premises (subject to the acceptability and sole discretion of PIA).
2. The bidder may provide items from aforementioned list however selling of tobacco and similar items are strictly prohibited for sale in PIA premises.
3. The offered rates shall not exceed market competitive rates and shall be fixed for one (01) year subject to approval of PIA / PTC management Consensus.
4. The items mentioned in the above list can be added or deleted depending upon the requirement of the Management.

Menu	Serving Timings
Breakfast	08:00 am - 10:30 am
Snacks	10:30 am - 12:30 pm
Lunch	12: 30 pm - 03:00pm
Snacks	03:00 pm - 05:30 pm

LIST OF REQUIRED ITEMS AT CAFETERIA		
S. No.	Items Name	Quantity
1	Chairs	100 (Approx)

LIST OF REQUIRED ITEMS AT CAFETERIA		
S. No.	Items Name	Quantity
6	Plate Full Size	100
7	Plate Quarter Size	100
8	Cup with Saucer	48
9	Soup Bowl with Saucer	100
10	Dish Flat	20
11	Dunga	24
12	Fork	100
13	Knife	100
14	Table spoon	100
15	Tea Spoon	100
16	SS Deep fryer (if required)	1
17	SS Hot plate (if required)	1
18	SS Charcoal grill (if required)	1
19	SS Four open fire burner (if required)	1
20	SS Work table with upper shelve (if required)	1
21	SS Work table (if required)	2
22	SS Double bowl sink unit (if required)	1
23	SS Four tier rack (if required)	1
24	SS Work table with garbage hole	1
25	SS Under counter chiller (if required)	1
26	SS Display & service counter (if required)	1
27	SS Exhaust hood with motor (if required)	1
28	GI Air fresh with motor (if required)	1
29	SS Wall covering sheet (if required)	1
30	Commercial blender (if required)	1
31	Meat mincer (if required)	1
32	Chips cutter (if required)	1
33	SS Marble top table (if required)	3
34	Side table (if required)	2
35	Central table (if required)	2
36	Electronic scale (if required)	1

37	Visi cooler (if required)	1
38	Deep freezer (if required)	4
39	Window blinds (if required)	
40	Tandoor (if required)	
41	Paratha stand/Tawa (if required)	
42	Insect killer (if required)	
43	Bain marrie (Hot & Cold) (if required)	
44	Cash counter (if required)	
45	Tray counter (if required)	



**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 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\_\_\_\_\_

Email Address:\_\_\_\_\_

Mob# \_\_\_\_\_