

Ref: GCM/Trnspt/Cargo Duties (01 Truck) /UET/01/22

M/S _____

SUB: HIRING OF TRANSPORT SERVICES 3.5 TON TRUCK QTY. 01 FOR CARGO DUTIES AT QUETTA STATION

Dear Sirs,

We are pleased to invite your sealed tenders for the services/ items listed in the attached schedule (s). 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 Contact Management, Supply Chain Management Department, PIA Head Office, JIAP Karachi latest by **06-03-2023 till 1030 Hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIA Supply Chain Management latest by **10:30 hours** on the specified date. You may also send your tenders through registered A/D mail addressed to GM Contact Management, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours on 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 Contact Management in this respect shall be final and binding.

3. **Bidders are required to submit a Pay Order of Rs. 10,000/- (Not Refundable) as tender fee along with Technical Proposal.**

B) BID SECURITY (For Local Bidders Only)

The tender should be accompanied by a Pay Order of **PKR 50,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Bid Security (Refundable). Bid Security in any other shape shall not be accepted. Bid Security deposited against a running contract (s) purchase orders(s) shall not be transferable as Bid Security for any other tender. All tenders without Bid Security shall not be considered.

C) PERFORMANCE GUARANTEE (For Local Bidders Only)

The successful bidder(s) upon award of Contract will be required to furnish Performance Guarantee in the amount equivalent to 10% of total base value of the contract as interest free Security deposit in shape of Pay Order / Bank Guarantee. The Bid Security already held can be converted into Performance Guarantee 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 inclusive of GST and other taxes.
- Bid on Prescribed Performa issued by PIA (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**

- **PREPARATION OF TENDER - FINANCIAL PROPOSAL**

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- Schedule “A” duly filled in, signed and sealed.
- Original Pay Order for Bid Security.
- Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- 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.
- All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

- **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

Contract will be awarded for a period of one year extendable further two terms on same rates terms and conditions on mutual consent basis subject to satisfactory performance.

Yours truly,

GM Contract Management
Supply Chain Management
PIA Head Office, Karachi
Tel: 021 - 9904 4216, 9904 3081
Email: gm.cm@piac.aero
contract.administration@piac.aero

Ref: GMCM/Trnspt/Cargo Duties (01 Truck) /UET/01/22

Schedule A

HIRING OF TRANSPORT SERVICES 3.5 TON TRUCK QTY. 01 FOR CARGO DUTIES AT QUETTA STATION

Brand Name _____

Description/ Model	Qty	Aprox. KMs/Mo nth	Duration	Base Value/ month PKR	Fuel Charges /Month PKR	Total Base + Fuel Charges of Month PKR
3.5 Ton Truck with container body 2015 or above	01	2000 KMs	(24hrs basis)			
Total Base Value per Year PKR						
Tax on Base Value (if applicable) _____% PKR						
Total Base Value including tax (per year) PKR						
Total Fuel charges per month PKR						
Total Fuel charges per year PKR						
Total (Base+Fuel + Tax) charges for 01 year PKR						
Total (Base+Fuel + Tax) charges for 01 year in Words PKR _____						

Terms & Conditions

- All participants are required to mention brand name of the vehicle for which rates are quoted.
- Quotations are invited with inclusive of all applicable taxes including Provincial Services Tax.
- All prospective bidders are advised to quote OGRA fuel rates for the Month of September 2022 dated: 13-09-2022 for calculation purpose.
- Diesel Rates Rs.247.43

- Payment for fuel charges will be made on actual distance (KMs) covered by the vehicles in a month on following calculation.

Fuel (Diesel) cost = 2000 (KMs) / 5 X OGRA Notified fuel price for the month.

- Financial comparison of the bidders will be considered on the basis of lowest BASE RATES quoted by the bidders for the vehicle.
- In case, the applicable taxes are not mentioned, tax amount shall be deducted from the base value.
- Vehicle shall be available for utilization by PIACL on 24/7 basis for using at its own discretion for transportation of cargo.
- Per day base value will be calculated on 30 days basis.

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DRAFT AGREEMENT

HIRING OF TRANSPORT SERVICES FOR CARGO DUTIES AT QUETTA STATION

This AGREEMENT is made on this _____ day of _____ 2022 BETWEEN the **Pakistan International Airlines Corporation Limited** (“PIACL”), a public limited company incorporated and governed under the laws of Pakistan, having its registered head office at PIACL Building, Jinnah International Airport, Karachi. (Hereinafter referred as “PIACL”) (Which expression shall include the successors, legal representatives and permitted assigns)

And

M/S. _____ (hereinafter referred to as a “CONTRACTOR” which expression shall include his partners, legal representatives, heirs, successors and assigns) of the other Part.

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

WHEREAS PIACL advertised tenders for the hiring of 3.5 Ton Truck in excellent condition **model 2015 or above with container body** (herein after individually and collectively called the “Vehicle or Vehicles”) for transportation for used by PIACL for Cargo Duties at Quetta station.

WHEREAS the Contractor has offered the above mentioned required Vehicles to **PIACL** in its bid as per schedule attached on the terms and conditions appearing herein after.

WHEREAS PIACL has accepted the above offer as most advantageous.

NOW, THIS DEED WITNESSED AS UNDER

ARTICLE-1:
SCOPE OF THE AGREEMENT

1.1 The contractor shall provide specified model/make vehicle described in schedule attached herewith and made an integral part hereof to PIACL on its demand at _____ station for Cargo duties at Quetta.

ARTICLE -2
TERMS OF THE AGREEMENT

2.1 This Agreement shall be valid for a period of One (01) year commencing from _____ and expiring on _____, extendable for further two terms of one year each on same rates, terms and conditions subject to the requirement of PIACL and/or satisfactory performance of the Contractor on mutual consent in writing.

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

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

ARTICLE-3:
NOTICES

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

PAKISTAN INTERNATIONAL AIRLINE CORPORATION LIMITED

Attention: General Manager (Contracts Management)
PIACL Head Office, Karachi Airport,
Karachi.

Copy : General Manager (Motor Transport)
PIACL Head Office, Karachi Airport,
Karachi

CONTRACTOR

Attention: _____

ARTICLE 4:
VARIATION AND AMENDMENT

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

ARTICLE 5:
CORRESPONDENCE:

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

ARTICLE-6
CONDITION AND INSPECTION OF A/C VEHICLE

6.1 The Contractor shall be under obligation to provide fully serviceable, roadworthy and technically sound condition (manufacturer model and make / variant name), _____ or above Model, in white color with PIACL branding / logo as described in the attached schedule. Any deviation in this regard shall be treated as breach / violation of the Agreement by the contractor. All the cost and expenses under this clause shall be borne by Contractor itself before deploying the vehicles for the performance under this agreement and schedules attached thereto.

6.2 The General Manager MT, relevant In-Charge MT and / or their nominee(s) shall have right to check the registration and other documents of the cars in order to check their validity. Each driver deployed to drive the vehicle must have a valid HTV / LTV driving license. The Contractor shall remain responsible for all the actions of the staff deployed by it to perform the duties under this agreement.

6.3 Vehicle engaged in the services under this Agreement shall be registered in the name of contractor and the Contractor shall be in possession of original registration documents and other necessary documents etc.

ARTICLE-7

OBLIGATIONS OF THE CONTRACTOR / PENALTIES

- 7.1 All expenses incurred on the maintenance, registration, insurance, fuel and any other expenses/ cost arising out of, relating to and /or in connection with the performance of contractual obligations by the contractor under this Agreement shall be borne by the contractor including space charges, parking/ entry fees charged by PCAA or any other fees/charges of other agencies/departments.
- 7.2 Contractor shall be liable to pay all taxes as may be levied by Federal Government, Provincial Government including provincial Services Tax, PCAA and /or any other local/municipal authority under this agreement or any services performed under this agreement and on vehicles used by contractor under this agreement.
- 7.3 The contractor hereby undertakes that in the performance of the services under this Agreement it shall fully, comply with laws pertaining to employment and other matters and further undertakes to assume entire liabilities for the settlement of all claims resulting from and arising out from any injury or death or accident or otherwise at any time to its employees /agent engaged in the performance of services under this agreement.
- 7.6 The contractor hereby agrees that PIACL shall be entitled to recover the amount due against it in any manner whatsoever under this agreement from any amount outstanding against and payable by Contractor to PIACL under this agreement.
- 7.7 Apart from the above, the contractor shall be liable to perform all acts required under the Law and / or otherwise in connection with the provisioning of services under this agreement.
- 7.8 The driver must have at least 05 years' experience in the respective field post license and will not perform duty for more than 16 hours in a shift at one time..
- 7.9 Salaries for drivers hired by the contractor will be in accordance with minimum wages per month set by the Federal / Provincial government for the current / respective year during the contract period.
- 7.11 Contractor shall provide following documents of the drivers to District Manager Quetta Station or nominee within 15 days of issuance of LOI. It shall be responsibility of the contractor not to change the driver for a definite period of time and in case a new driver is deployed, it shall be the responsibility of contractor to provide documents of such driver as mentioned below.

- Valid CNIC (Copy)
- Latest Police Verification (Copy)
- Valid Permanent Driving License (Copy)
- Latest Medical fitness certificate
- Vehicles Registration documents

- Vehicles Insurance documents

7.13 Contractor is liable to arrange vehicles and make it operational within the time Limits stipulated in the Letter of Intent (LOI). In case of any delay in arranging of required Vehicles, a penalty of Rs. 10,000/-per vehicle per day will be imposed on the Contractor which will be deducted from the earnest money/bid security and from the monthly bill.

7.14 All Labor laws and rules / regulations pertaining to hiring of drivers/staff will strictly be implemented on the employees hired by the contractor to execute the services under this Agreement. Any violation in this regards shall be deemed as breach of contract.

ARTICLE 8:

PERFORMANCE GUARANTEE / SECURITY DEPOSIT

8.1 The Contractor shall deposit the amount in the form of Bank Guarantee / Pay Order a sum Rs. _____ equivalent to **10% of the total** Base value of the contract as interest free security deposit / performance guarantee, 15 days before the signing of this Agreement with Finance Manager Head Office payment PIACL. This Agreement shall not be signed and enforced if the contractor failed to pay the security deposit within the time stipulated hereof. PIACL shall always have lien on this deposit to comply any recovery of any amount in case the Contractor fails to comply with any provisions of this Agreement or any extension thereof and if there is any amount outstanding against the Contractor. PIACL shall refund the security deposit after making necessary recoveries / adjustment of any liabilities and outstanding amounts against the Contractor that may have arisen out of this Agreement, in addition to any other remedy available to PIACL under applicable laws. The interest free security deposit shall remain with PIACL up to 03 months after the termination of agreement or any extension thereof.

ARTICLE -9

Type of Vehicle(s)

3.5 Ton Truck (Excellent condition) Model 2015 or above with container body

ARTICLE 10:

PAYMENTS AND BILLING

10.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be entitled to receive payment upon satisfactory performance of its Contractual obligations from PIACL as under:

Number of units and vehicle make / model requirement will be mentioned accordingly	Base Value per Month All vehicle	Fuel Charges per month. All Vehicles	Total Financial Impact (Base + Fuel + Taxes) Per Month
	Rs. _____	Rs. _____	Rs. _____

Fuel (Diesel) cost = 2000 (KMs) / 5 X OGRA Notified fuel price for the month.

- 10.2. Rate per month invited on the basis of average KM per month mentioned in the tender schedule, however payment to the contractor for fuel charges will be made on actual distance (KM) covered by the vehicles in the month, duly certified by the user department / DGM / Manager Motor Transport.
- 10.3. The Contractor shall submit its monthly bill(s) before 5nd of next month and payment shall be made within **20 days** of the receipt of the bill(s) after verification that the services are being provided as per terms and conditions of this agreement and making adjustments of all dues recoverable from the contractor under this Agreement.
- 10.5. The adjustment of fuel price, upward/downward will be effected accordingly. The petrol price was Rs. _____ on the day of tender opening i.e. _____.
- 10.6. In case of additional / extra running only fuel rate/cost will be paid to the contractor.

ARTICLE 11:
INDEMNITY:

11.1 The Contractor shall at its own cost maintain and keep in force, during the validity of this Agreement or any extension hereof, full/ comprehensive insurance coverage for vehicles, drivers and other staff, all PIACL employees traveling on board the Contractor's vehicles and hired parties against any claims, including, but not limited to claims under Workmen Compensation Act, the Fatal Accidents Act and any other applicable Law. For any injury, loss or damage, including death, which may arise from the operation of Contractor vehicles under this Agreement.

11.2 The Contractor shall be solely responsible for and all times keep PIACL and / or its employees indemnified and hold harmless against all liabilities, losses, claims, demands, suites, actions and damages, whatsoever arising under any law to any person due to personal injury or death or otherwise whomsoever or any damage to or loss or destruction of any property directly or indirectly arising out of the performance of the contractual obligations by the Contractor, its employees/ agents under this Agreement.

11.3 In case of an accident involving death, personal injury or loss of property to any person not being PIACL employee, PIACL is not obligated to settle any claim in this regard. In any such event, PIACL shall be entitled to be reimbursed forthwith by the Contractor, PIACL shall further entitled to recover any amount paid by it in the settlement of any such claim from any amount or amount payable by it to the Contractor whether under this Agreement or otherwise.

11.4 In case the Contractor is required by PIACL to ply its vehicle during any riots, disturbances, agitation or public disturbances and as a result of such operations any vehicles of the Contractor used for discharging its obligations is damaged or destroyed, the Contractor shall not be entitled to be reimbursed by PIACL for the damage /loss it sustained as the same shall be covered by insurance maintained by Contractor.

ARTICLE-12
COORDINATOR

12.1 PIACL in its discretion may appoint from its employees as Coordinator(s) at Karachi, Lahore and Islamabad Airports and / or Motor Transport Officer who will Coordinate with the Contractor and

also monitor the transportation services provided by the Contractor. The contractor shall be under obligation to fully cooperate with them for smooth and timely provision of services under this Agreement.

ARTICLE-13
NO BROKER

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

ARTICLE 14:
INSOLVENCY AND BREACH OF CONTRACT

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

ARTICLE 15:
MISCELLANEOUS

15.1 This Agreement embodies the entire Agreement between the parties and supersedes any and all prior Agreements, understandings, and undertakings relating to the subject.

15.2 The contractor warrants that it is a bonafide and independent legal entity, working in its own name accounts and acknowledges that this Agreement does not confer in any manner whatsoever upon it or any individual employed by it, the status of any employee, worker, officer, agent or advisor of PIACL.

15.3 The Contractor shall not sublet, transfer or assign this agreement to any other party without the prior written permission of PIACL.

15.4 Titles are inserted in this agreement for the purpose of reference and convenience and in no way define, limit or describe the scope of intent of this agreement and or not to be deemed an integral part thereof.

15.5 The failure of either party at any time require the performance any and condition of this agreement, shall no way effect the right of that party, thereafter, to enforce the same at any subsequent stage.

ARTICLE 16:
GOVERNING LAW & DISPUTE RESOLUTION

16.1 This agreement shall be governed and interpreted in accordance with Laws of Pakistan

16.2 The parties agree & submit themselves to exclusive jurisdiction of the courts at Karachi.

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

Article -17

Force Majeure:

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

IN WITNESS WHEREOF

The Parties herein to set their hands

On the day, month and the year

Mentioned Herein Above

For and on behalf of Pakistan
International Airlines Corporation Ltd

For and on behalf of
Contractor

WITNESS:

Signature & Seal _____

Name _____

Designation _____

Signature & Seal _____

Name _____

Designation _____

WITNESS:

Signature _____

Name _____

C.N.I.C. _____

Address _____

Signature _____

Name _____

C.N.I.C. _____

Address _____

Ref: GMCM/Trnspt/Cargo Duties (01 Truck) /UET/01/22

Evaluation Criteria

Sr. No.	Evaluation Criteria	Allocated	Marks
		Marks	Obtained
A.	Company/ Firm Profile		
1	No. of Personnel	15	
	02 to 20	5	
	21 to 30	10	
	31 & above	15	
2	Year of establishment of firm/ Company	15	
	12 to 24 months	5	
	24 to 36 months	10	
	36 months and above	15	
3	Relevant Experience in Transport Services	10	
	01 to 04 years	5	
	04 to 06 years	7	
	06 years & above	10	
B.	Number Of The Current Contracts	10	
	1 to 4	2	
	5 to 6	5	
	7 to 10	7	
	11 and Above	10	
C.	Financial standing /status of the firm		
1	Average Income tax paid during last 03 years(attached income tax statement/ balance sheet /receipt tax challans)	20	
	Income tax paid under Rs.0.05 Million per year	10	
	Rs.0.05Million to Rs.0.09 Million per year	15	
	Rs.0.10 Million per year and above	20	
2	Average annual Revenue (for the last Three years)	15	
	Annual revenue Rs. 5 million above (A class)	15	
	Annual revenue Rs.0.5 million to Rs. 5 million (B class)	10	
	Annual revenue up to Rs.0.5 million (C class)	5	
3	Financial standing of the firm/ Company	15	
	Minimum funds available Above Rs.2.0 million	15	
	Minimum funds available Rs. 0.5 to 2.0 million	10	
	Minimum funds available less than Rs. 0.5 million	8	
	Grand Total Marks	100	
	RESULT	Qualifying Marks 50	

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 subdivision 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,

- We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our/my tender for supply/Services of _____ to PIACL is approved and accepted:
- 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 understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
- That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us /me.
- 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.
- 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 # _____