

REF: GMCM/PTC (Swimming Pool)/01 /2021

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

**SUB: Hiring Swimming Pool Services for Wet/Ditching Drill at Islamabad**

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 General Manager Contract Management, PIA Supply Chain Management Building, JIAP Karachi latest by **07-04-2021 hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIACL Supply Chain Management Building latest by **10:30** hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager 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. 6000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

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

The Tender should be accompanied a Pay Order payable (valid for 120 days from the date of tender opening) equivalent to 2% of total bid value in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

**C) SECURITY DEPOSIT/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) in the amount equivalent to 10 % of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

**D) Instruction to Bidder**

**PREPARATION OF TENDER**

**“Single Stage Two Envelope Basis”**

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “**TECHNICAL**” and “**FINANCIAL**” proposal.
- On the given tender opening date only “**Technical Proposal**” will be opened in the presence of tenderers available.
- The “**Financial Proposal**” shall be shown to the parties but will be retained with PIA without being opened.
- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be remained **un-opened** till the completion of tender process.

**E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:**

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA’s requirements are given.

Bidders **MUST:**

- Be registered with Sales Tax Authorities; please attach copy of Registration Certificate (Local Bidders Only).
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Performa issued by PIA.
- Affix the company seal on all tender documents.

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

**BEARING COMPANY’S STAMP**

**F) PREPARATION OF TENDER - FINANCIAL PROPOSAL**

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

- a) Schedule “A” duly filled in, signed and sealed.

- b) Original Pay Order for Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- d) The outer cover should bear address of the General Manager 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.

**G) PRICES**

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order /Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 120 days.

**H) Duration of Contract**

Contract will be awarded for the period of two (02) years, extendable for further one year with mutual consent on same rates, terms and conditions.

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

**TENDER SCHEDULE "A"**

S.#	Description	Rate PKR per session (wet/ Ditching Drill)	Annual Value Approx 35 wet / Ditching Drill PKR	Total Amount (02 Yrs) Approx 70 wet/ Ditching Drill PKR
01	Hiring Swimming Pool Services for Ditching Drill			
Applicable Tax (if any)_____ %				
Grand Total inclusive of taxes (if any)				

**Note: Payment shall be made at actual Session(s) (wet / Ditching Drill) basis.**

**Attention:-**

Non compliance to the conditions mentioned below at Serial No. 1 to 5 will render the quotation for rejection at the time of opening of tenders.

**Broad Terms and Conditions of Tender:-**

1. Rates must be quoted in words and figures both inclusive of all taxes, charges, duties, expenses to be borne by the bidder.
2. Offer must be firm and final and valid for 120 days.
3. Incomplete, mutilated offer or offers without/deficient earnest money are liable for rejection.
4. Copy of certificate of registration with Sales Tax collectorate must accompany the quotation.
5. PIA will have the right to visit the facility / premises of the tenderer or call for any further documents to establish the capability of firms to undertake this order/contract. PIA's decision in this regards shall be final will not be questioned in any court.

We/ I hereby confirmed having read and understood the terms and conditions of the tender and we / I expressly confirm and agree that our tender for the supply of above mentioned items are in terms of and subject to the terms and conditions of the tenders.

TENDERER'S SIGNATURE \_\_\_\_\_ DESIGNATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_

GST No. \_\_\_\_\_ NTN NO. \_\_\_\_\_

SEAL \_\_\_\_\_

**Scope of work**

- a) Service provider shall provide Swimming Pool at Islamabad with depth more than 12 feet at deeper end more than 05 feet at shallow end and can contain a slide raft measuring 30'x 10' feet.
- b) Service Provider shall ensure clean water in swimming pool, clear of bacteria, molds and fungi with standard chlorine content.
- c) Service Provider shall ensure Pool water is tested monthly for any bacterial contamination and report to be submitted to PIA.
- d) Service Provider shall ensure to provide area and electrical facility for connecting compressor for inflation of Slide Raft measuring 30'x 10' in the premises of swimming pool.
- e) Service Provider shall ensure to provide 30 chairs in the premises of the pool for conducting drill and practical.
- f) Service Provider shall ensure to provide covered/ shaded area for exercising the drill.
- g) Service Provider shall ensure separate shower and Changing rooms and amenities for males and females
- h) Service Provider shall ensure arrangement of drinking water & Juices for the crew members & Instructors approximate number 35.
- i) Service Provider shall ensure Life guard to be available at the time of drill.
- j) Service Provider shall ensure to cordon off the area during the drill.
- k) Service Provider shall ensure to follow all SOP's pertaining to COVID-19
- l) The pool will be required for 35 days +/- 5 days during the entire year 2021
- m) The schedule of wet Drill will be intimated to the Service Provider a week prior to the Wet Drill Training.
- n) Duration of per wet/ ditching drilling session will be 3-4 hours.

**TECHNICAL EVALUATION CRITERIA**

S. No.	Description	Points	Document Required
1	<b>Year of relevant Experience of the Firm / Company</b>  10+ years 7-9 years 4-6 years Less than 4 years	20 15 10 5	Provide Documentary evidence
2	<b>Geographical Presence</b>  5 to 10 minutes drive from PTC Rawalpindi 15 minutes drive from PTC Rawalpindi 20-30 minutes or more drive from PTC Rawalpindi	20 15 10	Office Addresses
3	<b>Availability of area around the pool for inflation of slide raft measuring 30'x10'</b>  Area >50'x20' Area 50'x20' Area <50'x20'	20 10 00	Area layout plan
4	<b>Number of Customers provided with swimming pool facility at one given time.</b>  51 plus 31-50 20-30 0-19	20 10 05 03	Provide Documentary evidence
5	<b>Availability of swimming pool Staff (life guards for safety of trainees at the time of drill)</b>  3 staff 2 staff 1 Staff	20 15 10	Details (Name, Address etc)
<b>TOTAL MARKS</b>		<b>100</b>	
<b>QUALIFYING MARKS</b>		<b>70</b>	

**DRAFT AGREEMENT**

**Swimming Pool Services for Ditching Drill**

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

**BY & BETWEEN**

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

**AND**

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

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

**WHEREAS**

COMPANY desires to acquire Swimming Pool Services for Ditching Drill

- a. through tendering bid process
- b. SERVICE PROVIDER, selected as result of competitive bid process, published on -----, shall provide Swimming Pool Services for Ditching Drill as per the terms agreed in this Agreement.

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



**1. INTERPRETATION**

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

**2. CONFIDENTIALITY STATEMENT**

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

In this regard the parties shall:

- 2.1 keep and maintain in the strictest confidence all such confidential information and not disclose the same to any third party, except as authorized in advance by the original disclosing Party in writing;
- 2.2 restrict disclosure of confidential information to employees who have a “need to know” the same in performing under the Agreement. Such confidential information shall be handled with a high degree of care;



- 2.3 use confidential information only as required in the performance of the Agreement;
- 2.4 prior to disclosing any confidential information in accordance with any due legal process or the rules of any Stock Exchange, the Party intending to make such disclosure shall immediately notify the other Party to enable such other Party to seek a protective or exemption order. Prior to making any such disclosure, the Party intending to make such disclosure shall allow the other Party to review the same;
- 2.5 Confidential information shall be considered confidential for a period of 3 (three) years from the termination or expiration of the Agreement;
- 2.6 The obligation to maintain confidentiality shall not apply to disclosures required to be made by either party in compliance with any applicable laws, rules or regulations or fulfilment of any directives or instructions by any regulatory authority or compliance with any judgment order or decree of any court of competent jurisdiction.

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

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

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

### **3. WARRANTIES AND REPRESENTATIONS BY Service Provider**

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

#### **4. Scope of work**

##### **Scope of work**

- a) Service provider shall provide Swimming Pool at Islamabad with depth more than 12 feet at deeper end more than 05 feet at shallow end and can contain a slide raft measuring 30'x 10' feet.
- b) Service Provider shall ensure clean water in swimming pool, clear of bacteria, molds and fungi with standard chlorine content.
- c) Service Provider shall ensure Pool water is tested monthly for any bacterial contamination and report to be submitted to PIA.
- d) Service Provider shall ensure to provide area and electrical facility for connecting compressor for inflation of Slide Raft measuring 30'x 10' in the premises of swimming pool.
- e) Service Provider shall ensure to provide 30 chairs in the premises of the pool for conducting drill and practical.
- f) Service Provider shall ensure to provide covered/ shaded area for exercising the drill.
- g) Service Provider shall ensure separate shower and Changing rooms and amenities for males and females
- h) Service Provider shall ensure arrangement of drinking water & Juices for the crew members & Instructors approximate number 35.
- i) Service Provider shall ensure Life guard to be available at the time of drill.
- j) Service Provider shall ensure to cordon off the area during the drill.
- k) Service Provider shall ensure to follow all SOP's pertaining to COVID-19
- l) The pool will be required for 35 days +/- 5 days during the entire year 2021
- m) The schedule of wet Drill will be intimated to the Service Provider a week prior to the Wet Drill Training.
- n) Duration of per wet/ ditching drilling session will be 3-4 hours.

#### **5. DELIVERY TIMELINES**

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

#### **6. DURATION AND TERMINATION**

- a. The Agreement shall be for a term of two (02) year from the Effective Date hereof starting from ----- to ----- . After two years, the Agreement may be renewed for further one year subject to PIA requirement, and subject to satisfactory performance with mutual consent of the Parties on same rates, terms and conditions of the present agreement.
- b. Either Party may without prejudice to its other rights at law or in equity terminate the Agreement by a notice in writing of sixty (60) days, at any time during the term of this Agreement.

#### **7. TERMS OF PAYMENT**

a) Payment shall be released after delivery of services in accordance with the requirements of this agreement and up to the satisfaction of Company within 45 days after the submission of invoice and relevant documents. Payments will be made in Pak Rupees on quarterly basis. No advance payment shall be made.

b) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed agreement in this regard. These payments may be subjected to deductions of any amount payable by the Service Provider to the Company, including but not limited to damages etc.

#### **8. SECURITY DEPOSIT**

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

#### **9. Taxes and Duties**

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

#### **10. SAFETY & SECURITY**

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

#### **11. TERMS AND CONDITIONS**

- a. SERVICE PROVIDER warrants that the services shall be performed in a professional manner consistent with best industry standards, internationally accepted and applicable to such services.
- b. SERVICE PROVIDER shall be responsible for the payment of all the taxes, dues etc. under the law in respect of any and all person working for or on behalf of SERVICE PROVIDER as a part of the commissioning/maintenance team within COMPANY premises.
- c. SERVICE PROVIDER shall ensure the commissioning and support/maintenance of the services as contemplated under this Agreement in a timely manner and to the complete satisfaction of COMPANY. However, in case, of any delay caused

in commissioning or support due to a valid reason beyond the control of SERVICE PROVIDER shall be honored.

- d. Any mishap occurring due to conditions or resources not in control of SERVICE PROVIDER or COMPANY cannot be made a liability against either party

**12. HELP DESK SUPPORT**

- a. An outage or service interruption is defined when PIA notifies Service Provider, which shall be carried out in the first instance by use of the web portal or via dialing ----- Corporate helpline of Service Provider.
- b. PIA shall be given a dedicated account manager and customer online portal, to ensure communication for optimum after services.
- c. In case, of failure, to resolve service interruption or any other issue pertaining to services contemplated under this Agreement, Service Provider shall arrange a site manager or alternate at the event of a complaint, which shall cooperate to provide Service Provider with all relevant information to help start the training/ Drill.

**13. NOTICES**

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

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

**14. DISPUTE RESOLUTION AND GOVERNING LAW**

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

**15. INDEMNITY**

The defaulting Party agrees and undertakes to indemnify and hold the non-defaulting Party harmless from any loss, damage, claims, liabilities, charges, costs, or

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

**16. FORCE MAJEURE:**

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

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

<b>(Signatures)</b>	<b>(Signatures)</b>
<b>For and on behalf of</b>	<b>For and on behalf of</b>
<b>Service Provider</b>	<b>Pakistan International Airlines Corporation</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>

<b>(Signatures)</b>	<b>(Signatures)</b>
<b>Witness 1</b>	<b>Witness 2</b>
<b>Name:</b>	<b>Name:</b>



**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)

G M Contract Management  
Supply Chain Management  
Pakistan International  
Airlines Karachi

**Subject: Undertaking to Execute Contract**

Dear Sir,

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