

REF: GM (P) CAC/Cont/UPS Maint. (ICT)/20

M/S _____

SUB: UPS Maintenance Services Contract throughout Domestic Network.

Dear Sirs,

We are pleased to invite your sealed tenders for the item mentioned above. In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender / supplies are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to General Manager Procurement, PIA Supply Chain Management Building, JIAP Karachi latest by **12-02-2020 at 10:30hrs.** The tenders may be dropped in the tender box marked as “Tender Box Commercial Purchases” placed at the entrance of the PIACL Supply Chain Management Building latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Procurement, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Chairman Tender Committee in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs. 3000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY(Local Bidders Only)

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

C) SECURITY DEPOSIT(Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee / Insurance Guarantee) in the amount equivalent to 5% of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

D) Instruction to Bidder

PREPARATION OF TENDER

“Single Stage Two Envelope Basis”

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

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

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

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

PIA's requirements with Technical Specifications are given.

Bidders **MUST:**

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

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE, BEARING COMPANY'S STAMP**

F) PREPARATION OF TENDER - FINANCIAL PROPOSAL

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

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

G) PRICES

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

H) Duration of Contract

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

Yours truly,

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

INTRODUCTION

PIAC desires to engage the firm(s) for the Service Level Agreement (SLA) for UPSs, installed at PIA Head Office, Airports, and Booking Offices across Pakistan, UPSs list attached in Annexure "C"

SCOPE OF Work

The Service Provider shall provide Services including the followings:

- a. Periodic Maintenance visits to PIA sites at least on quarterly basis
- b. Service provider shall be responsible of cleaning of UPS unit installed
- c. Service provider shall be responsible to carry out the task of battery replacement if the batteries need to be replaced, However new batteries and required accessories shall be provided by the customer
- d. Service provider shall be responsible to replace the faulty parts whenever it is observed and reported by the user.
- e. Service provider shall be responsible to submit the periodic maintenance visits reports clearly mentioned the UPS health.
- f. Service provider shall be responsible to provide the backup UPS for any of the faulty UPS which could not be repaired within 24 hours after notifying by user. However, Service provider shall be responsible of providing UPS backup unit for the UPS installed for Primary Data Center at Karachi. These UPSs include 120 kVA and 20 kVA brand Emerson if repair time exceeds over 08 hours
- g. Service provider shall be responsible of providing maintenance and repair services at all PIA stations mentioned in Annex 'C'
- h. Service Provider shall be liable to compensate the Customer for any damages to its business property, equipment and employees and pay the losses at actual. The loss and damages made to the Customer hereunder are to be compensated through monthly deductions from the invoices, and/or through the security deposit
- i. The service provider shall be responsible for providing Resident Technician at PIA's Primary Data Center in Karachi during office hours

RESPONSE REQUIREMENTS

Potential bidders must follow the following requirements for their responses.

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

EVALUATION CRITERIA

The responses will be evaluated as per Evaluation Criteria mentioned at “Annex-B”

For qualifying, bidders shall fulfill all the requirements as laid out in Annex A “Mandatory Requirements”. If any of the Mandatory Requirements is not met by the bidder, the bid will be cancelled straight away and no further consideration will be given. Moreover, bidders will have to secure 25 points in the section evaluation criteria “Annexure B”. Scoring less than 25 points will disqualify the bid.

ANNEXURE A-Mandatory Requirements

No.	Descriptions	Required
1	Vendor must have at least two (02) certified product maintenance technical resources	Certifications
2	Vendor must have physical presence (established offices with technical support) in Karachi, Islamabad and Lahore	Offices Locations
3	Vendor must have experience of UPS maintenance having comparable size, (maintenance of UPS 10KVA to 100 KVA) must have at least two (02) clients	Client List & Size
4	Vendor must provide the backup equipment for UPSs providing services to Primary Data center in Karachi	
5	Trouble shooting, repair and replacement of all faulty parts and sub-assemblies will be at Vendor Cost	
6	Vendor must provide onsite technical resource at PIA's main Data Center, Karachi	
7	Failure to meet mandatory criteria will automatically disqualify the bid.	
8	Vendor must be in business for at least three (03) years	Company's Registration Certificate

ANNEXURE B-EVALUATION CRITERIA
UPS Maintenance Selection Criteria

No.	Descriptions	Points
1	Installed UPS systems, capacity 51 - 100 KVA or more by vendor	10
	1 - 15 units	5
	More than 15 units	10
2	Installed UPS systems, capacity 3 - 50 KVA by vendor	10
	1 - 100 units	5
	101 - 150 units	7
	More than 150 units	10
3	Service Centre's presence	10
	Karachi	2
	Lahore	2
	Islamabad	2
	Others every location	2
4	Total number of UPS maintenance technicians trained (on UPS systems)	10
	2 - 3	5
	4 - 6	7
	More than 6	10
5	Number of years of maintenance UPS systems	10
	3 - 5	5
	6 - 8	7
	More than 8	10

To qualify for the opening of financials, the vendor must secure 25 points of evaluation criteria (Annex B) out of 50 points.

Financial Evaluation

S. No.	SLA Cost (PKR)	GST (if applicable), PKR	Total Cost (with GST), PKR
1			

ANNEXURE C - UPS LIST

The following are the Quantity and Technical Specifications of Equipment:

S.No:	Description	Serial No	Part No.	Location	Rating	Qty.
1	Vertiv UPS	Not Provided	Not Provided	Karachi	120KVA	1
2	Vertiv UPS			Karachi	120KVA	1
3	Vertiv UPS			Karachi	20KVA	1
4	Vertiv UPS			Karachi	20KVA	1
5	Vertiv UPS			Karachi	20KVA	1
6	Brand/Product Name Not Provided			Karachi	3KVA	1
7				Karachi	10KVA	1
8				Karachi	3KVA	1
9				Karachi	120KVA	1
10				Karachi	6KVA	1
11				Karachi	10KVA	1
12				Karachi	3KVA	1
13				Karachi	10KVA	1
14				Karachi	10KVA	1
15				Karachi	3KVA	1
16				Karachi	10KVA	1
17				Karachi	20KVA	1
18				Karachi	3KVA	1
19				Karachi	2 KVA	1
20				Quetta	5 KVA	1
21				Quetta	3 KVA	1
22				Turbat	3 KVA	1
23				Liebert	Lahore	6 KVA
24	Vertiv			Lahore	2 KVA	1
25	Vertiv			Lahore	3 KVA	1
26	Vertiv			Lahore	3 KVA	1
27	Stabimatic			Lahore	5 KVA	1
28	Vertiv			Lahore	20 KVA	1
29	Vertiv			Lahore	20 KVA	1
30	Vertiv			Multan	3 KVA	1
31	Vertiv			Multan	3 KVA	1
32	Vertiv			Multan	3 KVA	1
33	Vertiv			Faisalabad	10 KVA	1
34	Vertiv			Faisalabad	5KVA	1
35	Brand/Product Name Not Provided	Islamabad	20KVA	1		
36		Islamabad	20KVA	1		
37		Islamabad	20KVA	1		
38		Islamabad	10KVA	1		
39		Islamabad	6KVA	1		
40		Rawalpindi	6KVA	1		
41		Rawalpindi	6KVA	1		
42		Muzafar Garh	3KVA	1		
43		Skardu	2kva	1		
44		Gilgit	3KVA	1		
45		Abbottabad	2kva	1		

Annual Maintenance and service Agreement

M/s. Service Provider Name, having its Head office at *Address* Karachi, their successors and legal assigns hereinafter called “Vendor Name” or “Vendor” as party of the FIRST PART

And

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan and having its registered Head Office at PIA Head Office Building Jinnah International Airport, Karachi (hereinafter referred to as the “Customer” which expression shall unless repugnant to the context be deemed to mean and include its administrators, authorized representatives, successors-in-interests and permitted assigns) of the Other Part.

(The Service Provider and the Customer may be individually referred to as the “Party” and collectively referred to as the “Parties” as and when the context of this Agreement so requires.)

Schedules Attached

- Annexure A - SLA Quote and Terms and conditions
- Annexure B - Escalation Matrix
- Annexure C - Preventive Maintenance Schedule.

1- Period of Contract:

One (01) year Service Level Agreement for UPS placed at Pakistan International Airlines offices Nationwide mentioned in Annexure A. **Tenure: Start Date: _____ End Date: _____**

2- Scope of work

The Service Provider shall provide Services including the followings:

- a. Periodic Maintenance visits to PIA sites at least on quarterly basis
- b. Service provider shall be responsible of cleaning of UPS unit installed
- c. Service provider shall be responsible to carry out the task of battery replacement if the batteries need to be replaced, However new batteries and required accessories shall be provided by the customer
- d. Service provider shall be responsible to replace the faulty parts whenever it is observed and reported by the user.
- e. Service provider shall be responsible to submit the periodic maintenance visits reports clearly mentioned the UPS health.
- f. Service provider shall be responsible to provide the backup UPS for any of the faulty UPS which could not be repaired within 24 hours after notifying by user. However, Service provider shall be responsible of providing UPS backup unit for the UPS installed for Primary Data Center at Karachi. These UPSs include 120 kVA and 20 kVA brand Emerson if repair time exceeds over 08 hours
- g. Service provider shall be responsible of providing maintenance and repair services at all PIA stations mentioned in Annex ‘C’
- h. Service Provider shall be liable to compensate the Customer for any damages to its business property, equipment and employees and pay the losses at actual. The loss and damages made to the Customer hereunder are to be

compensated through monthly deductions from the invoices, and/or through the security deposit

- i. The service provider shall be responsible for providing Resident Technician at PIA's Primary Data Center in Karachi during office hours

3- Response Time

- a. Response time of four (04) hours (24/7) within metropolitan limits
- b. Response time NBD (Next Business Day) for remote locations.
- c. Response time of four (04) hours to attend the calls within major cities i:e Karachi, Lahore, Rawalpindi/Islamabad, Multan, Faisalabad, Sialkot, Quetta and Peshawar
- d. Response time means the reported problem shall be resolved in four (04) hours if problem reported in any of the major cities of Pakistan.
- e. Response time shall be NBD (Next Business Day) for remote areas, far from major cities and where distance is over 50 kilometers from any of the major cities of Pakistan

4- Backup Equipment:

Service provider shall be responsible of providing UPS backup unit for the UPSs installed for Primary Data Center at Karachi, these UPSs include 120 kVA and 20 kVA brand Emerson if repair time Exceeds over eight (08) hours

5- Payment Terms:

Payment should be made Quarterly in four (04) equal installments.

Quarterly payment will be made to the Service Provider after deduction of all the applicable taxes under the laws of Pakistan.

The Customer must pay Service charges by the due date mentioned on the invoice. The payment shall be made by the due date subject to provision of proper invoices at the end of above term monthly or quarterly and within 30 days after verification and authentication of invoices by the client's user department, payment will be released after deduction of applicable taxes and outstanding amounts against the Operator.

No Rate revision is allowed during the term of the Agreement. The prices remain locked and shall be as per industry practices or below.

6- Burning and Damages

Electrical short circuiting/Burning due to internal issue of UPS will be covered under SLA.

Rest burning due to high voltages or burning due to burn environment will not covered under SLA.

Any damage occur during transportation of UPS taken by vendor due to negligence of vendor should be repaired or parts to be replaced free of cost by them.

7- PANELTY:

In case of nonperformance, poor and under performance and defaults attributable to the service provider 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:

1. In case of non-satisfactory performance referred in Scope of Work and mentioned in the agreement clauses defined in this document, 10% of the support cost of one quarter shall be deducted on every non satisfactory task performed by service provider.

8- Site and Wiring Problem

Identification and rectification of site and wiring problems, of the input and output of UPS or attached equipment will be responsibility of user, and if required the Customer shall ask the Vendor to any such problem and shall give its consent before it is charged to User.

9- Prerequisites and Site preparation – Responsibility of Customer.

- a. Provision on proper earthling system having earthling pit (max.1-ohm) for input of UPS.
- b. Input voltages must be stable, otherwise repeated fluctuations and consistent high Or low. Input voltages, require line conditioner or stabilizer.
- c. Batteries must not be drained to the full depth of discharge, effects battery life and resulting reduction in run (battery)time more rapidly.
- d. Standard backup UPS (10minutesorlowerbackuptime)is only for switchover to Generator within a minute or two. Therefore, Generator with 24x7x365 with auto start and transfer (ATS)switch should be available to power the UPS.

10- FORCE MAJEURE

Force Majeure shall mean (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure mentioned above.

The affected Party shall promptly notify the other Party in writing of the occurrence of an event of Force Majeure and the estimated extent and duration of its inability to perform its obligations.

Upon the cessation of the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations.

Notwithstanding anything stated herein, the occurrence of an event of Force Majeure does not relieve the Client of its payment obligations for the Services actually rendered by the Operator.

If an event of Force Majeure continues interruptedly for a continuous period of thirty (30) days, the parties may by mutual written consent terminate this Agreement, with effect from the date mutually agreed.

11- CONTRACT TERMINATION:

In case Service Provider commits any breach of the terms and conditions contained in this Agreement, the Customer party shall have the right to terminate/suspend this Agreement by providing thirty (30) calendar days prior notice to the other. However, if the breach is

remedied by the party in default, to the satisfaction of the aggrieved party, within the above said period the Agreement shall not be terminated/suspended.

The parties shall have the right to terminate this Agreement should any party engage in any conduct prejudicial to the image and goodwill of the other and/or its products by serving a thirty (30) days' advance written notice to the defaulting party.

Upon termination of this Agreement in accordance with the terms hereof, parties shall immediately, but not later than seven (07) days from the date of termination, pay to the other all amounts due. The termination of this Agreement for any reason shall extinguish all of parties obligations to provide, the Services contained herein, but shall not relieve either Party of any obligation that may have arisen prior to such termination, including without limitation, limitation of liability, indemnification, dispute resolution and confidentiality etc. that shall survive the expiry and termination of this Agreement or which, by the terms, are to continue beyond the expiry and termination.

The Customer shall have the right to suspend/terminate the Agreement and/or the Services in its sole option by giving advance notice of one (01) month, if

12- GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts at Karachi shall have the exclusive jurisdiction to try any matter under the law arising out of in connection with and relating to this agreement.

If, during the course of performance hereunder or expiry/termination of the Agreement, any dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its objections to the other Party and the reasons thereof and may recommend corrective action. The Parties shall use their best efforts to settle amicably any claim or controversy disputes arising out of or in connection with this Agreement or its interpretation between the Parties. The authorized representatives of the Parties shall discuss the dispute in order to attempt to reach mutual agreement.

If mutual agreement is not reached within thirty (30) days through all elements of the above process, such dispute may be referred to on the application of either Party for final determination to a sole arbitrator mutually appointed by the Parties, or appointed by the Court, in case of dispute as to the appointment of Arbitrator, who shall act under the provisions of the Arbitration Act, 1940, The arbitration shall be conducted in Karachi, Pakistan.

The award of the arbitration shall be final and binding on the Parties and shall be enforceable by any court of competent jurisdiction. Each Party shall be responsible for the cost of preparing and presenting its own case.

Notwithstanding anything else contained herein, the Parties agree that time is of the essence in resolving such dispute(s) .

The language of the arbitration shall be English.

In the course of arbitration, this Agreement shall be executed continuously by both Parties except the matter under arbitration.

13- CONFIDENTIALITY

1.1.

The parties, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this Agreement. All information relating to the Agreement provided by either

Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information ("Proprietary Information") The obligation of a Party in relation to the Proprietary Information shall not apply to that information which:

Now or hereafter enters the public domain through no fault of that party; or can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or indirectly, from the other party hereto as evidenced by the receiving party's written records; or

otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and

is required to be disclosed by any applicable law, governmental order, decree, regulation, license or rule to which the relevant party

14- INTELLECTUAL PROPERTY

The Service Provider acknowledges that the ownership of and all rights in the trademarks, copyrights, design rights, patent rights, or other intellectual property rights (collectively, the "Intellectual Property Rights") as well as all Intellectual Property registered by the equipment manufacturers or its affiliated companies reside in and shall remain exclusively in the Customer nor shall the Service Provider take any action or commit any omission which would jeopardize in any way the Intellectual Property rights of the Customer and fully indemnify the Customer in case of any default in this regard.

15- DISCLAIMER

All information contained in the Customers' material, advertisements and publicity campaigns is for information only and shall not be deemed to be a part of this Agreement. The Client acknowledges that it has not relied on, or been persuaded by, any such material in entering into this Agreement.

16- AMENDMENTS

This Agreement may only be amended / modified in prior writing and signed by both Parties.

This Agreement cannot be assigned by either Party to any third party without prior written permission of the other.

17- SECURITY DEPOSIT

Prior to or at the time of the execution of this Agreement the Service Provider shall deposit in cash (10% of total contract value) as interest free security deposit with the Authorized Office of Customer. Customer shall have the right to recover / adjust all liabilities of the Service Provider from the amount of Security deposit furnished/deposited by the Service Provider. The Interest Free Security Deposit shall remain with Customer after three months of the expiry/termination of Agreement and the same will be refund to the Service Provider after deduction of all the

outstanding amounts and/or dues recoverable from the Service Provider in relations to, arising out of and/or connected with this agreement. In addition, Customer shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws

18- **MISCELLANEOUS:**

The Parties agree that the facility, rights and obligations under this Agreement are 'Non-transferable' and are limited only to the Parties hereto. Neither Party may assign or transfer this Agreement or any of its rights herein, without the prior written consent of the other Party.

Both Parties shall act as independent entities with respect to one another. All personnel assigned by the Service Provider to the Services shall be the employees of the Service Provider and shall not be or be deemed to be employees of the Customer and vice versa. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.

The Service Provider undertakes and agrees to indemnify and hold harmless Customer, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non-performance or poor performance of any services under this Agreement by the Service Provider, its employees or its agents or otherwise. In any case, the obligation on the part of the Service Provider to indemnify shall not be limited to cases 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 Service Provider.

If the Service Provider assigns this Agreement to any other party in contravention of this Article, Customer in its discretion may terminate this agreement and / or black list and debar the Service Provider for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

Annexure A -

**Financial Proposal For
SLA of UPS Installed at *Customer Name***

**Annexure B -
Escalation Matrix:**

Management Escalation

**Annexure C -
Preventive Maintenance Schedule**

Three (04), preventive maintenance of UPSs shall be conducted during 01 year.

S.No	Description	Remarks
1	First PM	As per mutual understanding.
2	Second PM	
3	Third PM	
4	Forth PM	

Both parties have signed the agreement in acceptance of the terms and conditions mentioned here in above.

For and on behalf of
Service Provider

For and on behalf of
Customer.

Name:
Designation:

Name:
Designation:

Date: _____

Date: _____

WITNESSES:

Name:
Designation:
Date:

Name:
Designation:
Date:

Name:
Designation:
Date:

Name:
Designation:
Date:

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works_____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

(To be submitted on Rs. 100 Stamp Paper)

General Manager Commercial Purchases &
Contracts Procurement & Logistics Division
Pakistan International
Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the even tour/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 _____

