

Ref: GM(P)/Cont/ CCTV System/19

M/S _____

Sub: CCTV System & Walk Through Gates - Maintenance Contract of PIA Domestic Network

Dear Sirs,

We are pleased to invite your sealed tenders for the Contract 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 **20-01-2020 at 10:30 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 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 & times shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Procurement 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)

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 (Local Bidders)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (pay order) 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) 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 “**FINANCIAL**” and “**TECHNICAL**” 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 returned *un-opened* to the respective bidders.

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).
- Quote Rates, GST/SRB, and other taxes separately.
- Bid on Prescribed Proforma 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.
- 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.

Muhammad Usman Akhtar
GM- Procurement

Enclosed: Schedule A
TOR (Terms of Reference)
Evaluation Criteria
SLA Draft
Integrity Pact
Undertaking to Execute the Contract

TENDER SCHEDULE "A"
CCTV System & Walk Through Gates - Maintenance Contract of PIA Domestic Network

S / No.	Description	Rate/Month (PKR)	Annual Charges (PKR)	Tax (if applicable) (PKR)
	Annual Contract for Maintenance of CCTV System & Walk Through Gates at PIA Domestic Network			
Total Annual with Tax PKR				
2% Earnest Money PKR				

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 _____

Term of Reference

1. In order to fulfill the Security requirement of national and International agencies i.e. EU, TC DFT, PCAA & Govt Security Agencies, PIA Security has installed CCTV System & Walk Through Gate as additional preventive measure at all the vital location in domestic network.
2. Presently CCTV System & Walk Through gate has installed at location attached annexure - A.
3. All the equipment will remain under maintenance contract of any authorized contractor for smooth operation.
4. Contractor will provide all the maintenance facility at all locations within a stipulated time mentioned in the agreement.
5. In addition contractor will carryout the survey for installation of new CCTV System whenever require by PIA in all stations which are covered in maintenance agreement as per (annexure -A) on free of cost basis.
6. Maintenance contract for 316 Cameras, 27 DVR & 15 Walk Through Gate is require through supply chain management.

Evaluation Criteria for the Vendor for CCTV System & Walk Through Gates- Maintenance Contract of PIA Domestic Network.

1. Evaluation Criteria shall be evaluated on basis of Following parameters:-

FEATURES/PROPERTIES	MARKS
Regional Offices/ Representative, KHI, ISB LHE, PEW, UET, MUX, LYP & CJL (With Evidence of Regional Offices with rep names)	30
Current client in Pakistan minimum (06)	10
Previous experience minimum 05 major organization	20
Use of modern Technology	10
Expertise in CCTV System & relevant equipment	10
Financial Health of Company in 2018:-	20
Above PKR 10 Million (20)	
Less PKR 10 Million (10)	
Below PKR 5 Million (05)	
Total Marks	(100)
Qualifying Marks	(75)

2. Minimum passing/qualifying marks are 75% i.e. 75 out of 100 marks. The bid not obtaining minimum qualifying score shall not be considered.

DRAFT AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Karachi Airport (Hereinafter called the "PIACL") of the one part

AND

[name of the Contractor], having its head office at _____ (hereinafter referred to as the "Contractor" which expression shall where the context so admits include its successors and assigns) of the SECOND 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.

NOW THIS WITNESSTH AS UNDER

ARTICLE 1: TERMS OF THE AGREEMENT

This agreement shall be effective from _____ to _____ initially for one year period and further extendable for Two (02) more terms on same rate term condition with mutual consent of both parties.

ARTICLE 1: TERMINATION OF THE AGREEMENT

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement without assigning any reason specifically provides hereunder or otherwise in case of any breach of this Agreement by the Contractor at any time.

ARTICLE 2: SCOPE OF SERVICES.

The contractor will be responsible for providing maintenance service and responsible as per the details given in tender notice no. _____ Dated. _____ The said service will be provided by the contractor to CCTV system installed at all PIA Installations including without limitation all the Airports in Pakistan (if not otherwise written or agreed), KBO, Cargo Complex, Karachi and PIA Complex AllAP Lahore, Islamabad, Peshawar, Quetta, Multan and Faisalabad (Total 300 Cameras + 27 DVRs) and 11 Walk Through Gates require maintenance at KHI, LHE, ISB, PEW, UET, MUX, LYP & CJL.

The Contract shall carry out the survey for installation of CCTV System at aforementioned station wherein PIAC required on FOC basis (As per Annex-A).

ARTICLE 3: MAINTENANCE SERVICES.

- a) On receipt of fault report from the personnel operating the system; the information will be communicated to supervisor deputed by the contractor.
- b) On receiving the fault report the contractor will inspect the faulty equipment and submit estimate within 24 hours.
- c) On approval of estimate the contractor will commence work immediately to remove the fault(s) and put the equipment working order within 03 days of the intimation of the fault.
- d) Spare parts required for any major repair will be provided by PIACL.

ARTICLE 4: SPARE PARTS

The basic responsibilities to provide spares to PIA for small repairs (up to Rs.1000/=) will be that of the contractor and will not charge separately, rather these charges are included in the maintenance charges paid to the supplier. List of recommended expected spares for use in repair during the validity period of the agreement shall be provided by the contractor at the time of execution of this agreement; however the contractor is expected to maintain stock of small spares of equipment for speedy repairs. Spares required for major repairs (above Rs. 1000/=) will be provided by PIA after receiving the requirement form the contractor.

ARTICLE 5: PAYMENT

Payment in respect of service shall be made within 30 days of the submission of the invoice along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable goods, under this agreement.

The payment (s) shall be made to the Contractor after conformation from the relevant PIACL official that contractual obligations have been satisfactory fulfilled and after deduction of all required Government taxes or fees levied by federal / Provincial Government or its authorities.

ARTICLE 6: PENALTY

In case the contractor fails to address the defect within 24 hours after the receipt of written call, a maximum penalty at the rate of Rs. 300/= per day will be levied, which will be deducted from the bill of the contractor. However this penalty will not apply if the delay occurs due to circumstances beyond the control of the contractor (to be determined by DGMS (OT&C) & GM (Procurement)).

ARTICLE-7: SECURITY DEPOSIT

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

ARTICLE-8: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /orthrough Security Deposit including without limitation other lawful means from the Contractor whether due in respect of this or any other Agreement and /or from any other due amount of the Supplier lying with PIACL and the Contractor will have no objection on recovery of the same by PIACL.

ARTICLE-9: RESPONSIBILTIES OF THE CONTRACTOR

- a) The Contractor undertakes that it will perform its all contractual obligations to the entire satisfaction of PIACL.

- b) The Contractor shall be required to obtain clearance from all the concerned departments and the Security Division of PIACL in respect of all its employees engaged in provisioning of services within the premises of the PIACL. Unless authorized/cleared, by the relevant agencies/concerned departments they shall not be allowed/entitled to enter the premises of the PIACL. Further, each individual entering on behalf of contractor in PIACL premises shall be required to produce to the PIACL a certificate from a Registered Medical Practitioner confirming that such individual is free from all infections, diseases at the time of deployment and during the operation of this agreement subsequently on an annual basis also. All expenditure incurred in this respect shall be sole responsibility of the contractor.
- c) For the purpose of identification and security, the Contractor shall issue proper identity cards to all the employees and workers who may be detailed to work within premises of the PIACL in contractor with their rendering of the services.
- d) The contractor undertakes and agrees that in the performance of its contractual obligations assumed by it under this Agreement, it shall fully comply with all the applicable laws, rule and regulations and customs including but not limited payment of wages /allowance insurance of employees and workers, their medical facility, gratuity, grant of sick and causal leaves and other rights and/or facilities or benefits to which its employees may be entitled to and it is hereby expressly agreed and understood by the Contractor and the grant of any such right (s), facility or benefits (s) to its employees at any time whether under any existing of future law or otherwise shall not result in any additional cost to the PIACL.
- e) The contractor shall be solely liable for any act or omission under the agreement and PIA shall not be liable for any of its acts or omissions. If any proceeding are initiated against PIACL for any act or omission of the Contractor, all costs shall be recovered from the Contractor including without limitation lawyers' fee etc.
- f) The contractor accept total responsibility for the settlement of all claims resulting from death injury burn or accident of any kind of his employees, officers, advisors against or any other person acting for and on its behalf in the discharge of services under these presents and or third party.
- g) If the applicable laws require this agreement to be registered all the expenses shall be borne by the Contractor including without limitation registration fee etc.
- h) If any loss or damage is caused to the PIACL's property by any employee, officer representative and/or any individual entered into the premises on behalf of the Contractor, such loss shall be recovered from the Contractor.
- i) The Contractor shall be liable to accomplish the contractual obligations either in the premises of PIACL or may take outside of their office for their completion if needed by contractor with the permission of PIA Authorities.
- j) The Contractor shall maintain insurance with the coverage for all of its staff and employees and its equipment to protect them from claims for damages for personal injury, including death which may arise from operations / services under this agreement. Certificates of such

insurance shall be submitted to Purchaser before the contract and shall be subject to their approval for adequacy of protection during the term of this agreement.

- k) All the above said liabilities of the Contractor are without prejudice to its other present /future liabilities arising from this Agreement whether due to the performance and / or poor non-performance of its contractual abrogation (s) or Otherwise.

ARTICLE-10: INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless Purchaser, 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 Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses e.t.c. are proven to have been attributed beyond doubt solely to the Contractor.

ARTICLE-11: INSOLVENCY AND BREACH OF CONTRACT

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

ARTICLE-12: SCHEDULE

For all intents and purposes, the schedule (s) annexed herewith shall form an integral part of this agreement and contractor shall be bound to fulfill all the terms and conditions stipulated therein any deviation from the terms and conditions incorporated in the annexed schedule (s) or other part of the agreement shall be deemed to be a violation of this agreement on the part of the Contractor.

ARTICLE-13: FORCE MAJEURE

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Contractor shall, immediately by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

ARTILCE-14: CORRESPONDENCE

The Contractor will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Dy. General Manager Purchas Commercial and General Manager Procurement & Logistic regarding any matter arising from this or any other agreement with PIACL. The Contractor may carry on correspondence with the designated officials of the user department if so directed by authorities.

ARTICLE-15: NOTICE

All notices, requests and demand given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile at the addresses set forth below.

GENERAL MANAGER

Security Services

PIACL - Aviation Building

Islamabad International Airport

OR

Dy. General Manager Security (Ops,Trg&Coord)

PIACL - Aviation Building

Islamabad International Airport.

Contractor

Name:

Designation:

Address:

Phone Fax Numbers

Email

ARTICLE -16: NO BROKER

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whomsoever. The Contractor agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which may be suffered by, accrued against ,charges to or are recoverable from PIA and which arises out of the Contractor's action (s) or negotiation(s) with or in respect to Broker (s) or agents(s).

Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and / or fees of any kind have been made by the Contractor to any Broker (s) or agent(s) or persons or entitles whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Contractor.

ARTICLE -17: ASSIGNMENT

1. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all

the expenses of assignment shall be borne by Contractor including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.

2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

If the Contractor assigns this Agreement to any other party in contravention of this Article, PIA in its discretion may (1) terminate this agreement and / or (2) black list and debar the Contractor for future to execute any contract with PIA and (3) confiscation of Security Deposit and/or (4) claim damages through legal recourse.

ARTICLE 18 DISPUTE RESOLUTION

1. The PIACL and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty working days, from the commencement of such informal negotiations, the PIACL and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The seat/place of arbitration shall be at Karachi, Pakistan. The award shall be final and binding on the parties.

ARTICLE 19 STATUTES AND REGULATIONS

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

ARTICLE 20 TAXES AND DUTIES

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income-tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

ARTICLE 21 LIQUIDATED DAMAGES

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price/Security Deposit/invoices, as liquidated

damages, a sum of money @-----% of the total Contract Price which is attributable to such part of the Services / the deliverables, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the PIACL , and the actual delivery date(s). Provided that the amount so deducted shall not exceed in the aggregate @-----% of the Contract Price.

ARTICLE 22 BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the PIACL may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines.

23. FORFEITURE OF INTEREST SECURITY DEPOSIT

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
 - a. If the Contractor commits a default under the Agreement;
 - b. If the Contractor fails to fulfill any of the obligations under the Agreement ;
 - c. If the Contractor violates any of the terms and conditions of the Agreement.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Contractor fails / poor/ delays in performance of any of the obligations, under the Agreement / violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Contractor.
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

ARTICLE 24: WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce hereof the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

ARTICLE -25: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this Agreement or any other document forming part of this Agreement on behalf of the Contractor shall be deemed to warrant that he has the authority to do so from Contractor, and if on enquiry, it is revealed that the person so signing had no authority to do so PIA without prejudice to other legal rights / remedies cancel the Agreement without notice and hold the signatory/contractor liable for all costs and damages.

ARTICLE 26: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) This are inserted in this Agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -15 hereof.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY MONTH AND THE YEAR MENTIONED HEREINABOVE.

For on behalf of Pakistan International Airlines	For on behalf of Contractor
Signature & Seal Name Designation	Signature & Seal Name Designation
WITNESS: 1. Signature 2. Name (in block letter) 3. N.I.C No. 4. Address	WITNESS: 1. Signature 2. Name (in block letter) 3. N.I.C No. Address

EGRITY 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.

(RUPEES ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager
Procurement
Pakistan International Airlines,
Karachi.

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and undertake to do following in the event our / my tender for supply/services of _____ to PIA 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 understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA 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 PIA 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 PIA the Earnest money held by PIA, shall be fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____
Designation _____
Address _____
Phone / Fax # _____
CNIC _____
Seal _____
Date _____