

INVITATION TO BID**Hiring of Hotel Services**

Pakistan International Airlines Company Limited, the national flag carrier, invites sealed bids from quality hotels, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for following Hotel Services:

| S/N | Tender Reference No. | Description |
|------------|---|--|
| 01 | Ref: GM CM/Hotel/ISB/Cockpit Crew/01/24 | HIRING OF HOTEL SERVICES FOR PIA CL COCKPIT CREW & AIRCRAFT ENGINEERS AT ISLAMABAD |

Bidding documents, containing detailed terms and conditions, etc. are available electronically and can be downloaded from PIA Website www.piac.com.pk, PPRA Website www.ppra.org.pk as well as from PPRA E-PADS <https://eprocure.gov.pk/#/auth/login>. Bidders need to get registered at E-PADS (PPRA) to access the tender document and other relevant information including electronic bid submission. Price of the bidding documents is **PKR 15,000** (non-refundable) to be submitted through a pay order in the name of PIA CL along with technical proposal.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS on or before **20-11-2024 at 1030 Hrs (PST)**. Bids will be opened on the same day at **11:00 Hrs** through EPADS.

Bidders MUST submit their bids through E-PADS, Manual submission of bid without E-PADS electronic bid is NOT allowed. The original Pay Order for Tender Fee & Bid Security to be submitted with hard copy of Technical Proposal addressed to **GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi**, as per above mentioned date & time.

PIA CL reserves the right to reject any or all bids or cancel the tender process at any stage in line with PPRA rules.

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

Ref: GM CM/Hotel/ISB/Cockpit Crew/01/24

INSTRUCTIONS TO BIDDERS

M/S _____

SUB: HIRING OF HOTEL SERVICES FOR PIACL COCKPIT CREW & AIRCRAFT ENGINEERS AT ISLAMABAD

PIACL intends to hire services of quality hotels of Islamabad station for providing accommodation to its Cockpit & Aircraft Engineers (08-12 rooms per Day) approximately.

- Validity of Offer should be 180 days from the date of Bids Opening.
- This contract will be for One Year, further extendable for two more terms of one year each, on mutual consent upon successful completion of agreement.

SUBMISSION OF TENDER

1. Bidders **MUST** submit their bids through E-PADS, Manual submission of bid without E-PADS electronic bid is **NOT** allowed. The original Pay Order for Tender Fee & Bid Security to be submitted with hard copy of Technical Proposal addressed to GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi latest by **20-11-2024 till 1030 Hrs**. The hard copy of the tenders/ bids may be dropped in the tender box marked as “Tender Box Commercial Purchases” placed at the entrance of the PIA Supply Chain Management latest by **10:30hours** on the specified date. You may also send hard copy of tenders/ bids through registered A/D mail addressed to GM Contact Management, which must reach before the closing date and time mentioned above. Tenders will be opened at **11:00** hours on the same day in the presence of tenderers.
2. Tenders received after stipulated date & times shall not be considered. The PIACL will not be responsible for postal delays.
3. Bidders are required to submit a Pay Order of Rs.15,000/-(Non-Refundable) as tender fees along with Technical Proposal.

BID SECURITY

The Tender should be accompanied a Pay Order payable (valid for 180 days from the date of tender opening) PKR 500,000.00 in the name of M/S **PAKISTAN INTERNATIONAL AIRLINES** as interest free Bid Security (Refundable). Bid Security in any other shape shall not be accepted. Bid Security deposited against a running contract (s) purchase orders(s) shall not be transferable as Bid Security for any other tender. All tenders without Bid Security shall not be considered.

PERFORMANCE GUARANTEE

The successful tenderer upon award of Contract / Purchase Order will be required to furnish performance guarantee (pay order or Bank Guarantee) in the amount equivalent to the amount of earnest money value stated in the Letter of Intent/Email as interest free performance guarantee and to remain valid 3-months after the expiry period of the Contract. The Bid Security already held can be converted into performance guarantee.

NOTE:

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

Tender Opening will be based on **“Single Stage Two Envelopes Bidding Procedure”**. Accordingly, interested hotels are requested to submit a Single Package containing two separate envelopes titled as **“Technical Proposal”** and **“Financial Proposal”**. The **“Technical Proposal”** shall have all details of Offers without Rates while **“Financial Proposal”** shall contain Rates along with draft agreement and Integrity Pact.

Any additional details/offers, hotel's profile and pictures, may be added on a separate sheet as an addendum and may be enclosed with the **“Technical proposal”**.

Initially, only the envelope marked as **“Technical Proposal”** will be opened and Technical Evaluation/ Site Inspection will be carried out thereafter.

After technical evaluation, the **“Financial Proposal”** will be opened in front of Tender Committee/publicly, at a time and date that will be communicated through email or phone to the technically qualified hotels well in time.

The **“Financial Proposal”** of hotels found technically non-qualified will be returned Un-opened to the respective bidders.

Final process of selection of hotel will be based on techno-commercial i.e. 30% weightage of Technical Score and 70% weightage of Financial rates.

PIACL will be at liberty to revise the requirement or annul the whole tender proceedings at any stage.

No tender will be entertained after expiry of the aforesaid date & time. PIACL will not be responsible for postal delays or any other reason.

All participants are to ensure that all documents are duly signed and stamped by the authorized person of the hotel. All unsigned / unstamped offers shall not be accepted.

No change shall be acceptable in this document except the Annex ‘A’ of the agreement, which shall be finalized with the bid winner. Annex ‘A’ shall contain Value added / Value for money services offered by the hotels without any extra cost to the quoted rates. All hotels are encouraged to provide these value added services with the bidding document.

PIACL reserves the right to reject any tender in part or full after assigning a reason, however PIACL will not be required to justify the grounds of rejection.

PIACL does not pledge to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations.

Interested parties who can provide these services should submit tenders directly with PIACL, no sub-agents will be entertained. An Integrity Pact in this regard (appended below at the end of this tender document) has to be signed:

H) Duration of Contract

Contract will be for One Year, further extendable for two more terms of one year each, on mutual consent upon successful completion of agreement.

Iftikhar M. Usmani

GM Contracts Management

Ph# 021-9904-4216 / 3081

E-mail gm.cm@piac.aero

contract.administration@piac.aero

Ref: GM CM/Hotel/ISB/Cockpit Crew/01/24

I) TECHNICAL PROPOSAL FORM

| | | | |
|--------------------------------|----------------------------|--|----------------------------|
| Hotel Name | | Address | |
| Contact Person | | Email | |
| Cell/Office Tel# | | Resv. Email | |
| Cell # | | Website | |
| Required Specifications | | | Hotel Remarks (Y/N) |
| Mandatory Facilities | Room (B&B) | Room Size: Approx. 12' x 12' (144 Sq ft or above) with outside windows / Ventilation /Sufficient lighting. (Allocated rooms may be away from Lift/Escalator) | |
| | Bathroom Facilities | Minimum bathrooms size 45 SQF. Three-piece units (Washbasin, Toilet and Bathtub or shower) with hot / cold water (running 24 hours). Equipped with amenities kit. | |
| | Bedding | Double Bed / King Size Bed min. bed width 180 cm with mattress minimum 10 cm thickness. Minimum bedding 2 sheets, pillow & case, blanket, mattress protector / bed cover with daily mandatory make up service. Ensuring hygienically sanitized linen in place. | |
| | Laundry | Uniform Trouser, Shirt, Tie, Jacket (Four pieces) | |
| | WiFi / Internet | Complimentary Wi-Fi /Internet facility in room, 24 hours basis | |
| | Messages | Messages from the company to be printed and delivered to Crew respective rooms on 24 hours basis / usage of business center as required. | |
| | Fire / Emergency | Availability of Fire Alarm, in room Smoke detectors, Emergency Exits & proper Assembly Area | |
| | Room Service | The hotel must have 24/7 room service | |
| | Ambience | The room must have Black out curtains and Noise Shielding | |
| | Note | <i>Hotel must accept all the mandatory requirements to qualify for the further below evaluation. Below evaluation will be on progressive relative basis</i> | |
| Optional facilities | Max. Marks | Specifications | Hotel Remarks (Y/N) |
| | 18 | Room facilities: - Bedding Quality (6 marks) Tea/Coffee setup (2 marks) Iron with stand (2 marks) Quality of washroom (6 marks) Quality of room Furniture (2 marks) | |
| | 08 | Crew Lounge / In Room Facilities :- TV, (3 marks) Microwave Oven, Cutlery/Crockery (2 marks) Tea/Coffee Maker & Fridge (3 marks) OR Executive Lounge facility (08 Marks) | |
| | 12 | Add Ons F&B Discount (2 marks) In Room Breakfast (3 marks) Crew Menu (3 marks) Meal in Lieu of Breakfast (3 marks) Porter (1 marks) | |

| | | | | |
|--|--------------------|--|--------------------------------------|--|
| | 5 | <u>Fitness Centre: -</u> Health club (2 marks) Swimming Pool (3 marks) | | |
| | 10 | <u>Quality</u> Air-conditioning(In Room/Corridor/Lobby) (3 marks) Lobbies(Sufficient Seating arrangement) (2 marks) Staff/Service/Food Quality/General Hygiene (5 marks) | | |
| | 2 | <u>Crew desk / Counter: -</u> (Exclusive crew Check-in/Check-out counter) (2 marks) | | |
| | 2 | <u>Telephone facility: -</u> Telephone or Cell Calls to PIA Operation (2 marks) | | |
| | 4 | <u>Complaint Management System</u> An efficient/System based Complaint Management System (4 marks) | | |
| | 4 | <u>Medical Assistance/Hospitalization: -</u> Doctor Facility / First Aid (2 marks) Pharmacy (2 marks) | | |
| | 5 | <u>Dining Facilities in hotel: -</u> (Restaurants / Bakery etc) (5 marks) | | |
| | 2 | <u>Past History of Accommodating Crew: -</u> Already accommodating Airlines Crew (2 marks) | | |
| | 10 | <u>Suitability of Location: -</u> Food streets/Restaurants (within 1Km) (4 marks) General location / Proximity to Airport (6 marks) | | |
| | 4 | <u>Security: -</u> Hotel Entry Personal & Baggage Screening (2 marks) CCTV Cameras (2 marks) | | |
| | 8 | <u>Access to Hotel:-</u> Hotel isolated from rush / market area. (3 marks) Walled compound / Boundary wall of hotel (5 marks) | | |
| | 6 | <u>Certification</u> HACCP/ISO-22000 (Food) Certification (3 Marks) ISO9001 / ISO45001 /Green Hotel Certification(QMS/HSE) (3 Marks) | | |
| | Total Marks | 100 | Minimum Marks to Qualify : 70 | |

Ref: GM CM/Hotel/ISB/Cockpit Crew/01/24

 II) Financial Proposal

Name of the Hotel: _____

| Particulars | To be filled by Hotel |
|---|-----------------------|
| Currency of Rates | |
| Rates per room per night including all taxes (In Figures) | |
| Rates per room per night including all taxes (In Words) | |
| Detail of Taxes included in above rates | |

Seal & Signature of Hotel/Bidder _____

DRAFT AGREEMENT

This Agreement is made on _____

BETWEEN

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan having its Head Office at PIACL Head Office Jinnah International, Airport, Karachi and Branch Office at _____ (hereinafter referred to as the "PIACL" which expression shall where the context so admits include its successors and assigns) of the **ONE PART**.

And

M/s _____ registered under the laws of _____ having its registered office at _____ (hereinafter referred to as the "_____" which expression shall where the context so admits include its successors and assigns) of the **SECOND PART**.

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

Whereas, PIACL in order to provide with lodging/boarding facilities to its Cockpit Crew, Aircraft Engineers and Employees published an advertisement for tender as per applicable laws and amongst others, Hotel also participated in the bidding and its offer found consistent with the requirements of PIACL.

And

Whereas, M/s _____ Hotel has assured PIACL that it has the capability of effectively performing the services desired/required by PIACL, and has agreed to accommodate PIACL's Cockpit Crew, Aircraft Engineers and Employees in the Hotel.

Whereas PIACL has accepted the offer extended by the Hotel upon terms and conditions set herein below:-

NOW THIS DEED WITNESSES AS UNDER:**ARTICLE - (1)****DURATION OF THE AGREEMENT**

This agreement shall remain valid for One Year w.e.f. _____ to _____, further extendable for two more terms of one year each, on mutual consent upon successful completion of agreement.

ARTICLE - (2)**TERMINATION OF THE AGREEMENT**

- a. Notwithstanding anything contained in this agreement PIACL shall have the right to terminate this agreement without assigning any reason or cause thereof upon 60 days written notice to the other party through registered post and / or confirmatory emails.
- b. PIACL shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the hotel or its employees or non-performance, under performance, poor performance of responsibilities and services by the hotel under provisions of this agreement.

- c. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

ARTICLE (3)

AGREED SERVICES BY HOTEL FOR PIA CREW MEMBERS AND/ OR EMPLOYEES

The [Hotel] shall provide the services to **Cockpit Crew, Aircraft Engineers and Employees** who will be booked by PIACL in accordance with Flight Schedule to be provided to [Hotel] by PIACL. [Hotel] shall also accommodate the individuals/Clients or Consultants/Advisors with prior approval of PIACL Management on the corporate rates mentioned hereinabove. The detail of the crew facilities and privileges shall be appended to the finalized agreement as an Exhibit "A".

ARTICLE - (4)

ROOM RATE, INCLUSIONS & MODE OF PAYMENT

- i. Rates for the agreement period will be PKR _____- plus Tax per room per night (_____) per room per night. Total estimated cost for agreement period would be -----, however payment will be on actual utilization.
- ii. Above rates are inclusive of the complimentary facilities as per Exhibit 'A'.
- iii. For all rooms occupied by Airline Crew members, Aircraft Engineers and employees, the [Hotel] will charge Airline on the basis of rates indicated in this Agreement.
- iv. [Hotel] will submit bills/invoices to the local office of PIAC with the original daily vouchers / Email duly signed by PIAC' authorized representative with ledger on fortnightly basis, bearing the name of each Crew member/ Aircraft Engineer /employees who has stayed in the [Hotel], for the purpose of reconciling by PIACL. The payment of [Hotel] for all Room Utilization will be due 30 days after the receipt of bills. In case PIACL doesn't settle the bills after aforementioned period, then [Hotel] may give notice to PIACL for settlement of outstanding bills within a further period of **15 Working Days**.
- v. In appropriate circumstances, the [Hotel] will assist in arranging a doctor to attend to a crew member at the [Hotel]. Any costs will be paid for by the Airline in accordance with clause 9.
- vi. All other expenses not covered under this agreement incurred by any Crew members and Aircraft Engineer /employees shall be paid by the concerned at check-out. However, PIAC will make reasonable efforts to affect recovery from the individual Crew member and Aircraft Engineer /employees in case of default to be conveyed by [Hotel] to PIACL.
- vii. Spouses/partners of crew members are entitled to stay complimentary, on a room only basis, provided they occupy the same room as the crew members.

ARTICLE - (5)

HOTEL'S OBLIGATIONS

The Hotel 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, rules and regulations and customs prevailing from time to time in the country including but not limited to payment of salaries wages / allowances, insurance of the employees and workers, their medical attention, gratuity, grant of annual sick and casual leave and other rights, facilities and benefits to which employees may be entitled to and hereby expressly agreed and understood by the Hotel that all responsibilities to its employees in this regard are its liability and the grant of any such rights,

facility or benefits to its employees at any time whether under any existing or future law or otherwise shall not result in any additional cost to PIACL.

ARTICLE - (6)

INDEMNITY

The Hotel further undertakes and agrees to indemnify and hold harmless, PIACL, its officers and agents from and against any and all claims, demands, liabilities, losses, damages and expenses of any nature whatsoever, arising out of the execution or performance of any service under this agreement by the Hotel, its employees or its agent or otherwise, including legal fee.

ARTICLE (7)

ALLOCATION OF ROOMS

- i. All rooms will be based on One Person, One Bed (as indicated in tender document).
- ii. Approximate Rooms to be provided per day _____.
- iii. Additional meals not covered under this agreement, will be billed to the crew members. Each member of the Crew shall be liable to make the payment in accordance with the invoices/bills of the [Hotel] at the time of check-out.

NOTICE FOR RESERVATION

- i) Rooms requirements as and when needed will be communicated by PIACL to the hotel. PIACL will confirm this schedule not less than 12 hours before the arrival of crew with the exact number of rooms needed along with the arrival and departure times of the Crew. As such, Hotel will allocate rooms accordingly.
- ii) In the unlikely event that Hotel is not able to accommodate the Crew at hotel in rooms as per terms of this agreement; the Hotel will provide alternative accommodation for the affected crew in another hotel of the same standard. Any additional expenses involved on the alternative accommodation shall be borne by the Hotel. In case failure of alternate accommodation as well, PIACL shall arrange accommodation on its own and the cost incurred shall be deducted by the hotel from due payments of the Hotel.

ARTICLE - (8)

Check-in/Check-Out Timings

A Check-in/Check-out Window is required that also allows Count of Room Night actually starts at the time PIACL crew Checks-in.

ARTICLE - (9)

PAYMENTS

In consideration of services provided hereunder, PIACL agrees to pay, as per payment schedule, to the Hotel for the services described under this agreement on actual uses basis, subject to deduction and/or adjustment for any amount outstanding or due to the Hotel after verification by PIACL [official designation] of the accuracy and correctness of the invoice.

ARTICLE - (10)

RISK EXPENSE

If the services provided by the Hotel are not up to the standard/acceptable to PIACL, then PIACL may get the required services performed through other ways and means at risk and cost of the

Hotel or may shift the crew on the sole risk of the Hotel. The expenditures incurred on obtaining such services shall be deducted from the amounts due from PIACL to the Hotel.

ARTICLE - (11)

FORCE MAJEURE

Except as provided under this agreement neither party shall be liable for any failure or delay in performance of its obligations due to any cause beyond its reasonable control including diversion of aircraft due to bad weather conditions, act of public enemy, war, rebellion, insurrection, act of God. However, the Hotel shall be liable to inform PIACL as soon as any such event occurs or come into the knowledge of the contractor in writing or through generally accepted means of communication.

ARTICLE (12)

NON-DISCLOSURE

Each party undertakes not to disclose any of the information, data and documents given to it by the other party or which it has been informed of during the performance of the present Agreement. The parties agree to take all the necessary precautions to comply with such obligations

ARTICLE (13)

LIABILITY

The Hotel is liable for any death or injury or damage caused to PIACL, its crew members and/or employees or any third party (including Airline staff) in performance of the services managed by Hotel or owing to failure to comply with contract terms by (including those of the Schedules to this Agreement or owing to gross negligence and willful misconduct of the Hotel, its staff and employees).

ARTICLE (14)

INSURANCE

The Hotel shall take out at its own expense, from insurance companies of international reputation and maintain in force throughout the term of the agreement, insurance policy covering in full its liability with regard to its obligations as defined in the present Agreement.

ARTICLE (15)

GOVERNING LAWS & JURISDICTION

This Agreement shall be governed by and under the laws of Pakistan.

The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Karachi for any litigation resulting from or arising out of this agreement.

ARTICLE (16)

DISPUTE RESOLUTION

All questions, differences and disputes arising or that may arise in respect of the agreement will be resolved through amicable negotiation by both the parties and, whatsoever remains unresolved by such amicable negotiations, shall be settled through Arbitration under Arbitration Act 1940. The Arbitrator shall be nominated by President-CEO - PIACL at Karachi whose decision shall be final binding upon the parties.

ARTICLE (17)

NOTICES

All notices requests and demands given to or made upon the parties shall be in writing and posted through registered mail and through confirmatory emails addressed to the below mentioned designated officers.

- i. Chief of Flight Operations PIACL (Email: dfo@piac.ario)

ARTICLE (18)

CORRESPONDENCE

The Hotel shall not correspond or approach any other authority, person, directly or indirectly, whether staff of PIACL or otherwise authorized by PIACL except District Head of PIACL where Hotel is located or Manager Crew Hotac, PIACL regarding any matter arising from this agreement with PIACL.

ARTICLE - (19)

BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or on behalf of the Hotel, of his partner, agent or servant or any on its behalf to any officer, servant, representative or agent of PIACL for showing or for berating to show favor or disfavor to any person interrelation to this or any other agreement with PIACL, shall subject the Hotel to the cancellation of this and all or any other contracts.

ARTICLE - (20)

NO BROKER

It is understood and agreed that no broker, agent have participated in bringing the parties together in the negotiation, and preparation of this agreement and the Hotel hereby warrants that price of the subject matter 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 whatsoever. Hotel agrees to indemnify and hold harmless PIACL from and against all claims, demands, liabilities, damages, losses and judgment which may be suffered by accord against charge to are recoverable from PIACL and which arises out of contractor's actions or negotiations with or respect to brokers or agent.

ARTICLE - (21)

SUB-LETTING THE ASSIGNMENT

The Hotel shall not sublet, transfer or assign this agreement to any party unless permitted by PIACL in writing.

ARTICLE - (22)

MISCELLANEOUS

- a. PIACL shall have a right of periodic inspection of the facilities and services provided by the Hotel to crew members of PIACL including but not limited to health & safety standards, cleanliness, linens, furniture and other amenities.
- b. This agreement supersedes all prior agreements and understanding relating to the subject. All terms and conditions of the tender documents are valid to the extent that they are not repugnant with the terms and conditions of this agreement.

- c. Titles 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 agreement and / or not to deemed an integral part thereof.
- d. This agreement shall not be varied, modified, altered, amended or supplemented etc except by the mutual consent by both parties in writing.
- e. This agreement shall be binding upon and shall incur to the benefit of both parties hereto and their respective successors and assigns provided that such assignment have been made in accordance with the laws as mentioned hereinabove.

IN WITNESS HEREOF, the parties hereunto set their hands on the days, month and the years mentioned herein above.

**FOR & ON BEHALF OF
Pakistan International Airlines**

**FOR & ON BEHALF OF THE
Hotel**

NAME _____

NAME _____

DESIGNATION _____

DESIGNATION _____

SEAL _____

SEAL _____

WITNESS:

WITNESS:

SIGN _____

SIGN _____

NAME _____

NAME _____

CNIC NO _____

CNIC NO _____

ADDRESS _____

ADDRESS _____

INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Hotel M/S _____, hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from PIACL or any administrative sub-division or agency thereof or any other entity owned or controlled by it (PIACL) 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 it 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 PIACL, 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 PIACL 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 PIACL under any law, contract or other instrument, be void-able at the option of PIACL.

Notwithstanding any rights and remedies exercised by PIACL in this regard, the Seller / Supplier / Contractor agrees to indemnify PIACL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PIACL 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 PIACL.