

# **IMPORTANT NOTES**

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

Bidding documents, containing detailed terms and conditions, etc. are available and can be downloaded from PIA Website <u>https://www.piac.com.pk/corporate/sales-procurement/tender</u> as well as from E-PADS PPRA web site <u>www.eprocure.gov.pk</u> free of cost. Bidders need to get registered at E-web portal of E-PADS PPRA (Federal) to access the tender document and other relevant information including electronic bid submission. In case of any help regarding EPADS online submission Mr. Wali Sohaib Najeeb Cell No. +92 345 9897000 and email <u>auditcell.scm@piac.aero</u> and <u>contract.tech@piac.aero</u> may be contacted.

Bids should be submitted electronically ONLY through EPADS PPRA web portal. Manual submission of bid, without EPADS electronic bid is NOT acceptable. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidder/s may contact Mr. Rizwan Mehmood, Director MIS Room No.109, 1<sup>st</sup> Floor, FBC Building Sector G-5/2, Islamabad or Helpline Contact No. 051-111-137-237.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS web portal by closing time & date mentioned in the tender document. Bids will be opened on the same day at 11:00 AM through EPADS.

All interested bidders must register themselves at EPADS by using link: https://eprocure.gov.pk/#/supplier/registration

Original Bid Security and Tender Fee instrument MUST BE attached with the Technical Proposal and the reference / PayOrder copy must be submitted through EPADS online submission as well, before Tender Closing Date & Time (For Local Bidders only).

# **Note for International Bidders**

International Suppliers/Vendors/Bidders are requested to register on EPADS if for assistance to get registered contact PIA Focal EPADS Mr. Wali Sohaib Najeeb Cell No. +92 345 9897000 and email <u>auditcell.scm@piac.aero</u> and <u>contract.tech@piac.aero</u>.

In the event that foreign bidders are unable to register on an EPAD, manual bids (subject to company management approval) may be submitted; but, in compliance with PPRA instructions, all bidders, whether local and foreign, must subsequently register on EPADs. For manual submission either hard copies or electronic copies can be submitted on the following addresses.

For Electronics Bids Submission:

Electronic Bids must be password protected and password of the bids is requested to be sent 30 minutes on or before the tender closing time that is 10:30 AM (Pakistan Standard time) on the email: <u>dgmpm@piac.aero</u>. Electronics Bids submission intimation should be sent on email: <u>contract.tech@piac.aero</u>.

For Bids (Hard Copies) Submission:GM Contract ManagementSupply Chain ManagementPIA Head Office, KarachiTel: 021 – 9904 4216, 9904 5277 Email: gm.cm@piac.aero & contract.tech@piac.aero

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.

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 has to be signed.



**Ref:** GMCM/Certification/PEC/05/24

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

SUB: <u>Hiring Audit services for AS9100 Rev D & ISO 9001:2015 Certification</u>

Dear Sirs,

We are pleased to invite your sealed tenders for the services/ items listed in the attached schedule (s). In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender / supplies are given below:-

## A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to GM Contact Management, Supply Chain Management Department, PIA Head Office, JIAP Karachi latest by 26-06-2024 till 1030 Hrs. The tenders may be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the entrance of the PIA Supply Chain Management latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to GM Contact Management, which must reach before the closing date and time mentioned above. Tenders will be opened at 11:00 hours on the same day in the presence of tenderers.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays.

# 3. Bidders are required to submit a Pay Order of Rs. 10,000/- (Not Refundable) as tender feealong with Technical Proposal. (For Local Bidders Only)

4. In case of Public holiday, tenders will be submitted/opened on the next working day as per given schedule



# B) <u>BID SECURITY</u> (For Local Bidders Only)

The tender should be accompanied by a Pay Order of **PKR 2 00,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Bid Security (Refundable). Bid Security in any other shape shall not be accepted. Bid Security deposited against a running contract (s) purchase orders(s) shall not be transferable as Bid Security for any other tender. All tenders without Bid Security shall not be considered.

# C) <u>PERFORMANCE GUARANTEE</u> (For Local Bidders Only)

The successful bidder(s) upon award of Contract will be required to furnish Performance Guarantee in the amount equivalent to 05% of total base value of the contract as interest free Security deposit in shape of Pay Order / Bank Guarantee and to remain valid for 03-months after the expiry period of the Contract. The Bid Security already held can be converted into Performance Guarantee and balance amount if any shall be deposited as above.

## D) INSTRUCTION TO BIDDER

# PREPARATION OF TENDER "Single Stage Two Envelope Basis"

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

## E) PREPARATION OF TENDER - TECHNICALPROPOSAL:

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 (Schedule-A).
- Affix the company seal on all tender documents.

## Mention clearly Tender Reference on <u>TOP RIGHT CORNER OF PROPERLY SEALED</u> ENVELOPE BEARING COMPANY'S STAMP

#### F) PREPARATION OF TENDER - FINANCIALPROPOSAL

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

- a) Price Schedule 'A' duly filled in, signed and sealed.
- b) Original Pay Order for Bid Security/Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- d) The outer cover should bear address of the General Manager Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.
- G) PRICES
- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order /Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 180 days.

#### H) DURATION OF CONTRACT

The service shall commence upon delivery and continue for a period of 03 years from the date of delivery.

Detailed contract document and pricing mechanism will be decided and signed after final selection of the vendor

Yours truly,

GM Contract Management Supply Chain Management PIA Head Office, Karachi **Tel: 021 - 9904 4216, 9904 5277** Email: gm.cm@piac.aero <u>contract.tech@piac.aero</u>



# **Price Schedule A**

Description	Amount In PKR/ USD*
Hiring Audit Services for AS9100 Rev D & ISO 9001:2015 Certification	
Tax(if applicable)	
Amount for Ist year Audit without tax	
Amount for 2nd year Audit without tax	
Amount for 3rd year Audit without tax	
Total Amount for Three (03) years without tax	
Total Amount for Three (03) years with tax	

Authorized Signature (of the bidder)

Official Seal of the company\_\_\_\_\_

# NOTE:

- 1. Price must be quoted in USD for international bidders and in PKR for Local Bidders.
- 2. Schedule A (duly filled signed and stamped) should be enclosed in the financial Envelope.
- 3. Any typo mistake in the value written in the words and figures will be clarified and corrected at the time of bid opening.



# Contract for AS9100 Rev D & ISO 9001:2015 Certification

Between

# **PRECISION ENGINEERING COMPLEX**

Address: JINNAH INTERNATIONAL AIRPORT PIACHEAD OFFICE

# And

# AWARDED PARTY/CERTIFICATION BODY (CB)

## 1. GENERAL:

#### 1.1. Certification Standard AS 9100 Rev D& ISO 9001:2015

**1.2.** Application Scope MANUFACTURE AND REPAIR OF PRODUCT, PARTS AND SUB ASSEMBLIES FOR THE AERONAUTICAL INDUSTRY

## 2. **DEFINITION:**

Following acronyms are used in this agreement

- 2.1. Client/Purchaser/Company/Applicant : PRECISION ENGINEERING COMPLEX
- 2.2. AWARDED PARTY/CB\Seller
- **2.3.** Stage-I Audit / Initial Audit
- **2.4.** Stage-II / Initial Audit
- **2.5.** Surveillance Audit
- **2.6.** Surveillance Fee
- :Audit Before Stage-II / Initial Audit : First Certification Audit of complete system : Monitoring audit after certification

:AWARDED PARTY/CB

:Twelve Monthly surveillance audit fee

3. CHARGES:



**3.1.** Initial Audit

**3.2.** 1<sup>st</sup> Surveillance Audit Fee

**3.3.** 2<sup>nd</sup> Surveillance Audit Fee

**3.4.** Surveillance Audit Frequency: Twelve months

All Taxes are included on above mentioned charges, such as 13% Sindh Govt. Tax and 03% Income Tax NOTE: THIS QUOTATION COVERS AUDITORS FEES, APPLICATION/INITIAL AUDIT FEES, CERTIFICATE ISSUANCE FEES, IAQG AND OASIS REGISTRATION FEES AND CB ADMINISTRATION FEES.

#### **PAYMENT SCHEDULE:**

- **1.1.** Above mentioned charges payments will be paid on submission of audit report to PEC Management.
- 1.2. Payment(s) will be made by cross cheque /DD/P.O in the name of Awarded company.

#### **TERMS AND CONDITIONS OF THE CONTRACT (Client Undertaking)**

#### **Regulations Relating to the Registration:**

#### Preamble

AWARDED PARTY/CB provides certification services to National and International management systems standards such as the ISO 9001, AS 9100, ISO 14001 and ISO 27001.

Where reference is made to 'the relevant standard' in these Regulations, this is to mean one or more of the standards forming the Application for Registration and any linked requirements (e.g. IATF 16949) against which registration is required.

#### Confidentiality

1. All information acquired by AWARDED PARTY/CB, about an applicant or a registered company, shall be confidential and, except as required by an accrediting organisation or for input to industry databases, shall not be disclosed to a third party without the prior written agreement of the company concerned. The Parties hereby agreed to sign NDA, ANNEX-1.

## Registration

2. A company (or partnership, government department, local authority or other appropriate body), whose management system for part or all of its operation (its scope) has been assessed by AWARDED PART/CBas being compliant with the requirements of the relevant standard, may be granted registration. AWARDED PARTY/CBmaintains and makes publically accessible on request, a directory of valid certifications.

**3.** The continuance of registration for such scope is dependent upon the outcome of periodic surveillance/re-certification audits of the company's system by AWARDED PARTY/CBin order to assure itself that all the requirements of the current edition of the relevant standard continue to be met by the company.

## Management Representatives



- 4. The management representative is the person, nominated by the company, who is functionally responsible to the executive management for the maintenance of that company's management System and who is fully conversant with the requirements of the relevant standard.
- 5. Notwithstanding regulation 11; for IATF 16949 certification; consultants to the client cannot be physically present at the client's site during the audit or participate in the audit in any way.

#### Access

6. Clientrequired providing access to:

a) the representatives of AWARDED PARTY/CB to carry out assessment activities and internal witnessed audits, and

b) the accreditors of AWARDED PARTY/CB, appropriate competent bodies orIATF to facilitate the witnessing of AWARDED PARTY/CB conducting assessment activities.

# **Application for Registration**

- 7. The process of registration normally involves a Stage 1 audit of the company's management system and a subsequent Stage 2 audit of the implementation of that system. Application by a company for bothStage 1 and Stage 2 audit shall be made to AWARDED PARTY/CB in such a manner as AWARDED PARTY/CB may from time to time prescribe.
- 8. An application shall be submitted, on the prescribed form, for all addresses from which activities within the company's proposed scope of registration are arranged or carried out. These regulations apply to all such addresses with equal validity.
- **9.** It is the responsibility of applicants to satisfy themselves that the proposed scope of registration meets their requirements. The applicant shall also determine which accredited registration or combination of accredited registrations is required (see Preamble).

# Application/Initial Audit Fees

- 10. An initial fee shall be payable in respect of the application. This fee, or appropriate part fee plus direct debit mandate, shall accompany the application form. The fee covers the administrative cost of processing the application and of undertaking the Stage 1 and Stage 2 audits of the company's Management System (MS). In this contract all above mentioned fees are covered under payments as mentioned in para 3.
- Any additional work associated with either audit (e.g. visits to additional addresses or to further audit the MS) will incur the payment of Supplementary Fees. All fees relating to either audit shall be as prescribed by Regulation 32.

# Stage One and Stage Two Assessments

11. An applicant shall permit AWARDED PARTY/CB, by such assessors and experts as it may appoint for the purpose, to audit the company's MS for the time in being against the requirements of the relevant standard. The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. AWARDED PARTY/CB shall not unreasonably disregard the grounds for objection.

12. The applicant shall provide unrestricted access to those parts of his business, premises and supporting documents covered by the proposed scope of registration. The applicant shall provide appropriate facilities for such purpose, including office accommodation, and all supporting documentation sought by the assessor. The company's management representative, or his deputy, shall be present, or available, throughout the Stage 1 and stage 2 audits.



13. A senior executive of the company shall attend the opening and closing meetings. If the Stage 1 audit indicates that the client's application should proceed, a Stage 2 audit is arranged. Where a management consultant is also present, the applicant shall ensure that the consultant does not attempt to influence the course or outcome of the Stage 1 or Stage 2 audit.

14. The Stage 2 audit visit shall normally take place within six months of the Stage 1 audit. In the event that the time interval exceeds six months, AWARDED PARTY/CB may require, by such assessors and experts as it may appoint, to verify that the company's MS has not substantially changed.

# Appraisal of Application for Registration

15. When considering an application for registration following a Stage 2 audit, AWARDED PARTY/CB may, at its discretion, decide to:

- a) grant registration, or
- b) decline registration.

# **Registration Fee**

16.Registration, including entry in National and International Directories of Registered Companies, if appropriate, is contingent upon the payment of a Registration Fee. The fee covers the administrative cost of processing registration and any surveillance audit visits scheduled to take place during the remainder of that financial year. Additional, unscheduled surveillance audit visits will incur an additional charge. The Registration Fee shall be payable by the company prior to the issue of the Certificate of Registration unless a direct debit mandate has been raised. The fee relating to registration shall be as prescribed by Regulation 32.

# Certificate of Registration and Replicas of the AWARDED PARTY/CB, USA and AWARDED PARTY/CB Devices

17. Following payment of the Registration Fee, AWARDED PARTY/CB shall issue a Certificate of Registration detailing the company's scope of registration and incorporating the date of registration, validity period and the certificate number. The certificate shall incorporate the appropriate accreditation mark. The certificate and audit report(s) are the property of AWARDED PARTY/CB and shall be returned, upon request, to AWARDED PARTY/CB on cessation of registration for whatever reason.

**18.** The Certificate of Registration shall contain the following information in respect the company:

a) the name and geographic location of the client, (or the geographic location of the Head Office and any sites within the scope of a multisite certificate),

- b) the dates of granting, extending or renewing certification,
- c) the expiry date,
- d) a unique identification number,
- e) the precise standard and/or other certification criteria, against which certification is issued,
- f) the scope of certification,
- g) the name, address and certification mark of the AWARDED PARTY/CB,
- h) any other information required by the certification criteria,

**19.** During the currency of its registration with AWARDED PARTY/CB, a company shall be entitled to advertise that fact and to use the AWARDED PARTY/CB Registration or Certification Mark(s) as appropriate, the former in the case of accredited scopes and the latter by all registrants. All use of AWARDED PARTY/CBRegistration and Certification Marks must be in accordance with the Conditions of Use of AWARDED PARTY/CB's Marks. No company shall normally be permitted to hold more than one certificate number for each registration held. A company shall not use either the AWARDED PARTY/CBRegistration Mark or the AWARDED PARTY/CB Certification Mark, until its Certificate of Registration is issued. Registered companies are prohibited from using the IATF logo in any capacity.



**20.** A company registered with AWARDED PARTY/CB shall, at all reasonable times, be prepared to produce its Certificate of Registration for inspection by an authorised representative of AWARDED PARTY/CB.

# **Conditions of Continued Registration**

21. Registration shall subsist, without renewal, until the end of the AWARDED PARTY/CB financial year within which certification was granted, subject to the satisfactory outcome of any periodic surveillance and re-assessment audits carried out by AWARDED PARTY/CB (see Regulations 23 to 29) and compliance with these Regulations Relating to Registration, as may be amended from time to time.

**22.** A company registered with AWARDED PARTY/CB shall be eligible for continued registration subject to:

- a) payment of an Annual Registration Fee, as prescribed in Regulation 32, with payment to be received by DD-MM-YY; or have in place an acceptable direct debit mandate, and
- access, by AWARDED PARTY/CB representatives, to those parts of the business and premises covered by the scope of registration for the purpose of periodic surveillance audits of the management system (see Regulation 23), and
- c) application being made for the inclusion of any additional addresses at which activities covered by the scope of registration are carried out or arranged and which are, in consequence, subject to the controls described in the company's MS, and
- d) application being made for changes to the company's scope of registration as a result of
- e) changes to the company's MS, and
- f) compliance with scheme specific requirements (such as IATF Rules for achieving and maintaining IATF recognition), and
- g) compliance with the requirements of the relevant standard, and
- h) retention of records of Management Reviews and Internal Audits for a minimum period of three years, andnotification to AWARDED PARTY/CB of significant changes to the company's MS. Work associated with Regulations 22.c) and 22.d) will incur the payment of Supplementary Fees (see Regulation 32). The company shall notify AWARDED PARTY/CB of changes, under Regulations 22.c), not later than twenty-eight days prior to coming into effect, and
- notification to AWARDED PARTY/CB without delay (maximum three (3) working days) of matters that may affect the capability of the Management System to continue to fulfill the requirements of the applicable certification scheme e.g.
  - legal status
  - commercial status (joint venture, sub-contracting with other organisations)
  - ownership status (mergers, acquisitions)
  - organisation and management (key managerial, decision making or technical staff)
  - contact address or location
  - IATF OEM special status (notification shall be within 10 calendar days)
  - major changes to the management system and processes
  - scope of operation under the certified management system
- j) notification to AWARDED PARTY/CB without delay of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.
- k) notification to AWARDED PARTY/CB within three (3) working days, of product recalls and calamities that affect the capability of the management system to continue to fulfill scheme requirements.
- notification to AWARDED PARTY/CB within three (3) working days, of any legal proceedings with governmental authorities and the outcomes of those related to food safety and/or quality that affect the capability of the management system to continue to fulfil scheme requirements.
- m) notification to AWARDED PARTY/CB, as soon as possible, of major threats to business continuity such as an earthquake, fire, flood, tsunami, orce majeure etc. related to food safety and/or quality that affect the capability of the management system to continue to fulfil scheme requirements.



# Periodic Surveillance/Special Visits/Short Notice Audits

**23.** The certification issued to clients whose management system has been shown to comply with the criteria against which an assessment was conducted, as described in Regulations 11 to 14 will be maintained by AWARDED PARTY/CB conducting periodic surveillance audits. The first surveillance audit will take place at a time prescribed by AWARDED PARTY/CB, which would normally be no more than twelve months following the date of the certification decision

a) In the event that the certified organization refuses to participate in an unannounced surveillance audit, the certificate shall suspended immediately, and subsequently withdrawn if the unannounced audit is not conducted within six-months (23. a is FSSC specific).

**24.** The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. AWARDED PARTY/CB shall not unreasonably disregard the grounds for objection. The client shall provide unrestricted access to those parts of his business, premises and supporting documents covered by the proposed scope of registration.

**25.** Subsequent surveillance audits shall normally be undertaken on a notional annual or bi-annual basis as deemed necessary by AWARDED PARTY/CB, (unless further visits are deemed necessary by AWARDED PARTY/CB). The requirements of Regulations 12 to 14 are generally applicable

# **Re-certification Audits**

**26**. Certification will normally be valid for a period of three years, subject to compliance with Regulation 22. Prior to the conclusion of three year certification cycle, a re-certification audit will be carried out by AWARDED PARTY/CB in lieu of a periodic surveillance audit, as described in Regulations 23 to 25. This re-certification audit will evaluate the continued conformity and effectiveness of the client's management system as a whole with all of the requirements of the certification criteria.

The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. AWARDED PARTY/CB shall not unreasonably disregard the grounds for objection. The applicant shall provide unrestricted access to those parts of his business, premises and supporting documents covered by the proposed scope of registration.

**27.** Following a recertification audit, AWARDED PARTY/CB may, at its discretion, decide to:

- a) grant continued registration, or
- b) decline continued registration.

**28.** Should the decision be to grant continued certification, AWARDED PARTY/CB will reissue the certificate of registration to the client as described in Regulation 17. That re-issued certificate will be normally valid for a period of three years, subject to compliance with Regulation 22.

# Suspension

**29.** Management system certification issued by AWARDED PARTY/CB may be temporarily suspended for a number of reasons including:

- a) voluntary cessation (by the client) of the operation of the certificated management system for whatever reason, (as required by Regulation 22f),
- b) the management system adopted by the client has persistently or seriously failed to meet the certification criteria and has shown itself to be incapable of being effective, (as required by Regulation 22f), and
- c) the client has not permitted AWARDED PARTY/CB to conduct surveillance/ reassessment activities (as required by Regulation 22b).



**30.** During its suspension, for whatever reason, the client shall not promote any claim to the effect that his management system is certificated. In additionAWARDED PARTY/CB may place notice on its website that a client's certification is under suspension.

## Fees and Charges

**31**. Audit payments will be paid on submission of audit report to PEC Management. Payment(s) will be made by cross cheque in the name of AWARDED PARTY/CB Pakistan.

# Appointments

**32.** Clients shall be given adequate notice of a visit by AWARDED PARTY/CB. Once confirmed, an additional fee will be charged if a visit is postponed or cancelled by the client within 20 working days of its planned occurrence. The fee chargeable will be based on a percentage of AWARDED PARTY/CB's current standard day rate fee per audit day, as follows: cancellation on the day = 100%, cancellation within 5 working days = 90%; cancellation within 6-20 days = 50%. Additional non-refundable expenditure that has been incurred by AWARDED PARTY/CB (e.g. flights or hotels) will also be re-charged.

# Cancellation and Withdrawal of Registration

**33**. AWARDED PARTY/CB may, at any time, cease consideration of an application, or cancel registration of a company for failure to make payment of the prescribed fees and charges, as required in Regulation 32. The decision to cease consideration of an application, or to cancel registration, shall be notified to the company in writing and shall be deemed to become effective at the expiration of fourteen days after the date of dispatch of the letter. Should the company seek to have their registration reinstated, then AWARDED PARTY/CB may make a charge to cover the costs involved.

**34.** AWARDED PARTY/CB may, at any time, withdraw the registration of a company if it is shown to the satisfaction of AWARDED PARTY/CB that:

a) It has committed a breach of any of the obligations imposed by these Regulations, or

b) It fails to maintain its management system to the requirements of the relevant standard, or

c) It fails to rectify departures from the relevant standard observed by an AWARDED PARTY/CB assessor during periodic surveillance audits of the management system, or

d) It fails to notify AWARDED PARTY/CB of the existence of new addresses that either arrange or carry out work covered by the existing scope of the company, or

e) It fails to notify AWARDED PARTY/CB within twenty-eight days of a change in the company's ownership which results in a change to the controlling interest of the company, or

f) It attempts to mislead its clients about the location or source of a service within its scope of registration, or

g) It has made use of the registration or certification marks or devices of AWARDED PARTY/CB (as described in Regulation 19) in a manner which is likely to bring AWARDED PARTY/CB into disrepute, or

h) It fails to advise AWARDED PARTY/CB, within twenty-eight days, of a change of management representative at any of its business locations covered by its Certificate of Registration, or

i) It fails to notify AWARDED PARTY/CB without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority j) it becomes bankrupt or insolvent or has a receiving order made against it, or compounds with its creditors or being a corporation commences to be wound up (not being a members voluntary winding up for the purposes of reconstruction) or carries on business under a receiver for the benefit of creditors or any of them or if, in the opinion of AWARDED PARTY/CB, the nature of its work has changed or

k) It shall cease to trade or if there be any change in the ownership of the business that materially affects the conditions under which the company was registered, or

I) It performs any act which, in the opinion of AWARDED PARTY/CB, is contrary or prejudicial to the objects or reputation of AWARDED PARTY/CB.



**35.** Before deciding whether or not to withdraw the registration of a company in accordance with Regulation 34, AWARDED PARTY/CB shall inform the company, in writing by recorded delivery, of their intention to do so and the reason for the withdrawal. AWARDED PARTY/CB shall afford the company the opportunity to make representation in writing to AWARDED PARTY/CB within fourteen days of the date of recorded dispatch, and shall consider such representation before deciding whether or not to withdraw the registration of the company.

**36.** A decision to withdraw the registration of a company under Regulation shall be notified in writing by recorded delivery. The registration of a company which is withdrawn shall not be transferred to any other company. Notwithstanding Regulation 1, AWARDED PARTY/CB may make public the withdrawal of registration and the associated regulation(s) which was infringed.

# Complaints

**37.** AWARDED PARTY/CB has a publicly available description of its process for handling complaints against it. This process is described on its web-site. Details of the subject of any complaint and its resolution are also contained on that web-site, should the complainant and/or client wish the details of the complaint to be publicly available.

# Appeals

**38.** Any applicant organisations or certificated client of AWARDED PARTY/CB Certification Limited (AWARDED PARTY/CB) has the right to appeal any decision pertaining to the certification process made by AWARDED PARTY/CB and concerning such applicant organisation or certified client.

Note 1: Submission, investigation and decision on appeals shall not result in any discriminatory action against the appellant.

Note 2: For the purposes of this appeals procedure, an "Independent Person" means a person who has had no direct involvement with the audit or certification of the relevant appellant in the twelve months prior to the submission of the written appeal including the audit or certification decision that forms the subject of the appeal.

**39.** In the first instance the appellant submits a written appeal to AWARDED PARTY/CB setting out the background to and reasons for the appeal. AWARDED PARTY/CB shall log receipt of such appeal, formally confirm receipt of such appeal and provide the appellant with the name(s) of the individual(s) responsible for the investigation and an anticipated timeframe for completion.

**40.** On occasions where the anticipated timeframe for completion is exceeded, the appellant shall be kept updated of progress.

**41.** The outcome of the investigation and provisional decision shall be reviewed and approved by an Independent person who has had no prior involvement with the investigation and provisional decision.

**42.** In order to ensure impartiality and in addition to regulation 42, the outcome of the investigation and provisional decision shall be reviewed by the Independent Certification Board of AWARDED PARTY/CB. This review shall precede communication of the outcome to the appellant.

**43.** Upon completion of the investigation and satisfactory impartiality review, the outcome shall formally be communicated to the appellant.

**44.** Upon occasions where the appellant wishes to challenge the decision of the appeals investigation, an additional appeal may be submitted to the Managing Director.

**45.** Subject to conformity with pre-defined independence requirements, the decision of the Managing Director is final and binding upon all parties.

46. On occasions where the Managing Director is not Independent, the Managing Director shall refer the final decision to the Global Accreditation Director.



**47.** Actions incumbent upon any party within this process (both internal and external) shall be completed within 21 working days.

# Misuse of AWARDED PARTY/CB, USA and AWARDED PARTY/CB Certificates of Registration or Marks

**48.** A company, whose registration has been withdrawn, shall not exhibit, or cause to be exhibited, its former Certificate of Registration or any copy of it, either on its premises or elsewhere, nor shall it use or display, or permit to be used or displayed, any reproduction, print or replica of the AWARDED PARTY/CB registration or certification marks in any form or on any material whatsoever.

**49.** All certificates of Registration must be returned promptly to AWARDED PARTY/CB when there is either a legitimate requirement for a change to its detail or upon cessation of the company's registration under either Regulation 34 Regulation 36.

**50.** No company that is not registered with AWARDED PARTY/CB shall use, or cause to be used, the words "AWARDED PARTY/CB" in any manner or for any purpose whatsoever, in connection with its business, its company or trading name, nor shall it in any way represent itself or its business as being so registered.

# Short Notice Audits

**51.** It may be necessary for AWARDED PARTY/CB to conduct audits of certified clients at short notice or unannounced to:

a) Address significant structural changes to the company and/ or the documented management system, which may include a move of premises.

b) Significant complaints which may bring into question the validity of the certificate

c) Follow up where certification has been suspended.

**52.** It may be necessary for AWARDED PARTY/CB to undertake unannounced audits of certified clients where specifically required by the relevant standard.

# Warranties

**53.** AWARDED PARTY/CB warrants that, as at the date on which a Certificate of Registration is issued or re-issued pursuant to Regulation 17 or Regulation 29 following a recertification audit (as applicable):

a) the Certificate of Registration issued under these Regulations will conform to the express specifications set forth in Regulation 18;

b) it shall have the right to confer and/or transfer the Certificate of Registration and that the same shall be delivered free of encumbrances; and

c) the Certificate of Registration provided hereunder meets the specifications and requirements of the appropriate oversight bodies in all material respects.

**54.** Each party warrants to the other that it has all requisite power and authority to enter into and perform its obligations under these Regulations and that the terms of these Regulations and the other documents referred to herein constitute valid, legal and binding obligations.

**55.** Other than those express warranties set out in Regulation 54 and 55 above, AWARDED PARTY/CB provides no other warranties under the terms of, or in connection with, these Regulations.

**56.** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Regulations.



**57.** Each applicant and/or registered company:

a) acknowledges and agrees that details of an applicant's and/or registered company's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of AWARDED PARTY/CB in connection with the provision of services under these Regulations, and

b) warrants that it has obtained all necessary consents and clearances under the Data Protection Act 2018 to enable AWARDED PARTY/CB to provide the services set out in these Regulations.

**58.** The applicant or registered company acknowledges that AWARDED PARTY/CB is reliant on the applicant or registered company for direction as to the extent to which AWARDED PARTY/CB, as processor, is entitled to use and process the relevant personal data. Consequently, neither AWARDED PARTY/CB nor any of its affiliates will be liable for any claim brought by a data subject arising from any action or omission by AWARDED PARTY/CB or any of its affiliates as processor, to the extent that such action or omission resulted from the applicant's or the registered company's instructions. To the extent that any claim is made against AWARDED PARTY/CB and/or its affiliates in relation thereto. AWARDED PARTY/CB and its affiliates shall be indemnified by the applicant or registered company pursuant to the terms of Regulation 60 in relation to all Losses (as defined in Regulation 60) incurred by AWARDED PARTY/CB and/or its affiliates.

## Indemnity

**59.** The applicant or registered company on the one hand and AWARDED PARTY/CB on the other hand hereby indemnifies the other party and its affiliates from and against any and all claims, losses, liabilities, costs, damages, penalties and fines (together "Losses") which occur or result directly from the other party's uncured breach of these Regulations, except to the extent such Losses have been caused by, resulted from, or are connected with the negligence or misconduct of the party to be indemnified (or its affiliates).

**60.** The applicant or the registered company hereby indemnify AWARDED PARTY/CB and its affiliates from and against any and all Losses suffered or incurred by AWARDED PARTY/CB and/or its affiliates as a result of, or in connection with, the processing of personal data under the Data Protection Act 2018 and Regulations 58 and 59, the applicant or registered company's breach of Regulations 49 to 51 and/or any claim made against AWARDED PARTY/CB and/or its affiliates for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the services provided under these Regulations.

## Limitation of Liability

**61.** Regulations 62 to 65 set out the entire financial liability of AWARDED PARTY/CB and its affiliates (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of:

a) any breach of these Regulations however arising;

b) any services or any part of them provided by AWARDED PARTY/CB under the terms of these Regulations; and

c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Representations.

**62.** Nothing in this agreement shall limit or exclude the liability of either party:

a) for death or personal injury resulting from negligence; or

b) for fraud or fraudulent misrepresentation; or



c) for breach of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

**63.** Without prejudice to Regulation 63, AWARDED PARTY/CB's total liability arising under or in connection with these Regulations, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to an amount equal to the fees payable to AWARDED PARTY/CB under the terms of these Regulations.

**64.** AWARDED PARTY/CB shall not, under any circumstances whatever, be liable whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or special, indirect or consequential damage or loss, suffered by an applicant or registered company that arises under or in connection with these Regulations or the services provided by AWARDED PARTY/CB in connection with these Regulations.

# Force Majeure

**65.** Force Majeure" means any event, act/or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller have to notify the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement, which is relied upon by the Seller for its failure to comply with its obligation. The Purchaser have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event. Non-availability of Qualify auditor for audit services or any other causes shall not constitute "Force Majeure"

## Entire Agreement

**66.** These Regulations, together with the 'Complaints Procedure' and Payment Terms' available on the AWARDED PARTY/CB web-site (www.AWARDED PARTY/CB.com) and any terms and conditions of any attachment(s) hereto, constitute the entire agreement between the parties and supersede all previous agreements, which are hereby made null and void. No terms and conditions in any form of purchase order, order acknowledgment or other acceptance forms shall alter the terms hereof and objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of these Regulations shall bind either party unless in writing and signed and accepted by duly authorised representatives of both parties. However, notwithstanding the above and for the avoidance of doubt, AWARDED PARTY/CB may periodically amend the terms of the 'Complaints Procedure', 'Appeals Process' and 'Payment Terms' by way of notice to the applicant or registered company or on AWARDED PARTY/CB's website

(www.AWARDED PARTY/CB.com) without the prior written consent of the applicant or registered company.

# Assignment

**67.** AWARDED PARTY/CB may at any time assign, transfer, charge or mortgage all or any of its rights under these Regulations.

**68.** No applicant or registered company shall, without the prior written consent of AWARDED PARTY/CB, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under these Regulations.

# Third Party Rights

**69.** Except as expressly provided in this agreement, a person who is not a party to these Regulations shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of



these Regulations. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

#### Language

**70.** All audits will be conducted in English unless prior arrangements have been made and expressly agreed by AWARDED PARTY/CB in writing

## No Waiver

**71.** No failure or delay by a party to exercise any right or remedy provided under these Regulations or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or any other right or remedy.

## Law and Jurisdiction

**72.** The registration process and the validity, construction and performance of these Regulations shall be governed by Pakistan law.

**73.** Each party irrevocably agrees that the courts of Pakistan (KARACHI) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Regulations or their subject matter or formation (including non-contractual disputes or claims).

#### Performance Guarantee / Bank Guarantee:

74. The Seller will provide a Bank Guarantee to PIACL a total of 05% of Store value of the contract. It shall be covered by any scheduled bank in Pakistan. The bank guarantee shall be endorsed in favor of PAKISTAN INTERNATIONAL AIRLINE. The PIA have the like power of seeking encashment of the bank guarantee as if the same has been demanded by the purchaser himself. The bank guarantee be furnished by the Seller within **30 days** from the date of signing of the contract. The bank guarantee will be valid for a period of 03 months after the date of expiry of delivery period.

75. If the Seller fails to furnish the bank guarantee with in specified period the purchaser reserves the right to cancel the contract. In the event of unsatisfactory performance or any breach of the contract, bank guarantee be forfeited by the purchaser. The bank guarantee will be returned to the Seller on request after completion of Warranty period, upon satisfactory performance of the contract.

#### Failure To Supply Services

76. The specified period for commencement of AS9100 Rev 'D' audit (time for and date as mutually agreed upon) is the essence of the contract. All audit services must be completed within specified dates. If failure to commencement of audit service with in the scheduled time has arisen from 'Force Majeure' which the purchaser may admit as reason able ground for further time, purchaser will allow such additional time (without imposing liquidated damages), as he may consider to have been required by the circumstances of the case of which he will be the sole judge and his decision will be final.

77. In the event of seller or its selected CB being debarred to work in Pakistan without there being any liability of purchaser, the seller shall make arrangements to engage an alternate CB to fulfill the terms and conditions of the contract. Any additional expenses arising from such an event shall be borne by the seller without any liability on purchaser.

#### **Termination Of Contract**



78. The purchaser shall be entitled to terminate this contract for default on the part of seller. If the seller becomes bankrupt, or have a receiving order made against him, or compound with his creditors, or being a corporation commences to be wound up, not being a member's voluntary winding up for the purpose of reconstitution or amalgamation, or carries on its business under a receiver for the benefit of its creditors.

79. In case the Purchaser elects to terminate this Contract, the Purchaser shall give notice in writing to the seller. Termination of the Contract shall be without prejudice to any right of arbitration under the contract hereafter.

80. If the seller delays delivery of any services to be supplied to the Purchaser under this Contract for more than 21(twenty one) days from the time specified for delivery, thereof or, 15 days for any extension of subsequent delays then the purchaser reserve the right to terminate this contract without prior notice to the seller and purchase from elsewhere (other firm or country) services not delivered, at the risk and expense of the seller.

#### Risk Purchase

81. In the event of failure on the part of the Seller to comply with the contractual obligations, the contract is liable to be cancelled at his risk and expense.



1. The Client Agrees upon above statement:

For on behalf of Client Name: PRECISION ENGINEERING COMPLEX

Name:	Position:	-
Signature: Stamp: _		
DATE:		
Witness (Name, Sign,	and Date):	
2. The AWARDED PA	RTY/CB Agrees upon above statement:	
For on behalf of AWA	RDED PARTY/CB Pakistan.	
Name:	Position:	-
Signature:	Stamp:	-
Date:		
Witness (Name, Sign,	and Date):	
······································	······································	



Confidential

#### <u>ANNEXTURE – I</u>

# **NON-DISCLOSURE AGREEMENT (NDA)**

This Nondisclosure Agreement is for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. This Agreement has been entered into on the date of \_\_\_\_\_\_ and is by and between:

Party Disclosing Information:	with a mailing address of	
	("Disclosing Party").	
Party Receiving Information:	with a mailing address of	
	("Receiving Party").	

The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information.

- 1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Any information that is produced by Disclosing Party and / or that belongs to any customer of Disclosing Party will be considered as Confidential Information. However, Receiving Party's obligations under this Agreement do not extend to information that is publicly known at the time of disclosure and that is displayed publically at internet.
- 2. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.



- 3. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 4. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 5. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
- 6. **General.** This agreement shall be binding and for the benefits of the Parties.

#### DISCLOSING PARTY

Signature:	
Name:	_Date:
RECEIVING PARTY	
Signature:	
Name:	Date:



# PRECISION ENGINEERING COMPLEX

Dated: 15-5-2024

# TORs for the firms to be hired for AS 9100 D and ISO 9001:2015 Re-audit.

- 1. The firm must provide company profile for technical evaluation as per evaluation criteria.
- 2. The firm must be accredited with IAQG and have office in Pakistan
- 3. Audit Requirements:

a.	AS9100D and ISO 9001:2015	Re-audit	(year 1)
b.	AS9100D and ISO 9001:2015	1 <sup>st</sup> Surveillance	(year 2)
c.	AS9100D and ISO 9001:2015	2 <sup>nd</sup> Surveillance	(year 3)

- 4. Must Include cost of:
  - a. Off-site report writing
  - b. Annual certification Fee
  - c. OASIS Database fee
  - d. Travel Fee
  - e. Any other expenses

(Kazi Ateeque Ahmed) DGM QA (Prod.) Quality Assurance Precision Engineering Complex



# **Evaluation Criteria**

Total Marks	100
Technical Qualification Marks(Minimum)	80
Final Evaluation Weightage	Technical 40% and Financial 60%

#### MANDATORY REQUIREMENTS

- A. Certified by IAQG Proceed if "YES" Reject if "NO"
- Auditors be willing to visit Pakistan for 3 years
  Proceed if "YES" Reject if "NO"

#### TECHNICAL EVALUATION CRITERIA TOTAL MARKS: 100

1.	Whether Audit firm audited in Pakistan.	10
a.	Audit firm has audited in Pakistan before.	10
b.	Audit firms has not audited in Pakistan.	05
2.	The accreditation of Certification body be accepted by Boeing, GEAE and Airbus.	10
a.	The accreditation of Certification body is accepted by Boeing, GEAE and Airbus.	10
b.	The accreditation of Certification body is not accepted by Boeing, GEAE and Airbus.	00
3.	Certification body must complete certification process by March, 2021.	10
a.	Certification is possible by stipulated time.	10
b.	Certification is not possible within stipulated time.	00
4.	Number of lead Auditors.	
a.	Number of lead Auditors 2000 or more.	10
b.	Number of lead Auditors less than 2000.	05
5.	Credentials / Qualification of lead Auditor nominated for PEC.	10
a.	Experience of Audit of AS9100 of companies more than 50.	10
b.	Experience of Audit of companies more than 25 and less than 50.	05
6.	Documented process to evaluate and monitor the performances of lead auditor.	10
	a. Availability of documented process.	10
	b. No Availability of documented process.	00



7.	Whether the accreditation of certification body has been cancelled ever by IAQG or not.	10
a.	Accreditation is not cancelled ever.	10
b.	Accreditation is cancelled ever.	00
8.	System of internal Audit of the company.	10
a.	Existence of system of internal Audit of the company.	10
b.	Nonexistence of system of internal Audit.	00
9.	Number of Auditee companies audited for AS9100 by Audit firm	10
a.	Number of Auditee companies 300 or more.	10
b.	Number of Auditee companies 300 or less.	05
a. b. c.	Conflict of interest. Evidence about Audit firm being independent/ Neutral. Availability of code of conduct/code of Ethics. <u>ANCIAL EVALUATION CRITERIA</u>	10 05 05
<u>דסד</u>	TAL MARKS: 50	
Quo	ote must include following as applicable.	

10

10

10 10

05

05

Note: The Financial bids of only technically qualified bidders will be opened and the most advantageous bidder will be selected on the quality and cost best selection criteria and will be

based on Final weightage.

1. Audit fees (Minimum).

4. OASIS registration fees.

2. Accreditation fees (Minimum).

6. Miscellaneous expenses (Minimum).

3. Admission fees (Minimum).

Final weightage % = Technical weightage % + financial wegihtage%

5. Company having office in Pakistan and to accept payment in PAK rupees.

Technical weightage % = technical marks x 40%

Financial weightage % = financial marks x 60%



#### **INTEGRITY PACT / DISCLOSURE CLAUSE** (To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Solution / Service Providers of Software Systems & Services

the Solution / Service Provider 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 Solution / Service Providers 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 Solution / Service Providers certifies that it has made and will make full disclosure of all agreements an arrangement 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 Solution / Service Providers 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 Solution / Service Providers 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 time the sum of any commission, gratification, brief, finder's fee or kickback given by the Solution / Service Providers 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)

GM Contracts Management SCM Department Pakistan International Airlines, Karachi.

#### Subject: <u>Undertaking to Execute the Contract</u>

Dear Sir,

We/I, the undersigned bidder do hereby confirm, agree and undertake to do following in the event our / my tender for Solution / Services of

approved and accepted:

1. 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.

to PIA is

- 2. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
- 3. 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.
- 4. 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.
- 5. Offers / Quotes will be valid for 180 days.

Bidder's Signature		
Name in full		
Designation _		
Address		
Phone / Fax # _		
CNIC		
Seal		
Date		



THE END