

REF: GM (ICM) CAC/CONT/ Wireless Internet /2020

M/S _____

SUB: Wireless Internet Services/ Devices for PIACL officials

Dear Sirs,

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

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to General Manager Inventory & Contract Management, PIA Supply Chain Management Building, JIAP Karachi latest by **23-09-2020 at 1030hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIACL Supply Chain Management Building latest by **10:30** hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Inventory & Contract Management, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Inventory & Contract Management in this respect shall be final and binding.

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

B) EARNEST MONEY (Local Bidders Only)

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

C) SECURITY DEPOSIT (Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee) in the amount equivalent to **10%** of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

D) Instruction to Bidder

PREPARATION OF TENDER “Single Stage Two Envelope Basis”

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

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

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

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

PIA’s requirements 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 (format mentioned in Financial bid section).
- 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) Original Pay Order for Earnest Money (Local Bidders Only).
- b) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- c) The outer cover should bear address of the General Manager Inventory & Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- d) 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 shall be for a term of Two (02) years from the date of signing of contract, Agreement will be renewed only after expiry of the first term (02 years) for further one term of one (01) year with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

Muhammad Asim khan

**General Manager Inventory & Contract Management
Supply Chain Management PIA Head Office, Karachi.**

Ph: 021 9904 3081, 9904 4216

Email: gmicm@piac.aero, contract.administration@piac.aero

Wireless Internet Devices

Wireless Internet Services for PIACL officials

Introduction

Pakistan International Airline (hereafter refer to as PIA) is looking for Service Providers to provide Wireless Internet services to its officials. These services shall be provided through Dongle Data Devices so that officials can use them in offices, on the move and at homes. Coverage area is across Pakistan.

PIACL invites vendors to submit proposals according to the terms and conditions listed throughout this document. This Request for quotation (RFQ) will serve to provide vendors with the requirements, evaluation criteria, and other information required for the **Wireless Internet Devices** across Pakistan.

Currently around 150 devices are being used in PIACL already, and PIACL wants to distribute these and additional devices to its employees among alternate service providers in different areas of Pakistan based on coverage and quality of service.

Scope of work

1. Service providers to provide uninterrupted services to PIACL officials across Pakistan. Services should be 4G or LTE based and must have downward compatibility to 3G. It is at the sole discretion of PIACL that how many Service Providers to choose.
2. Monthly data package of, Unlimited, 70 GB, 50 GB or others, shall be provided by the Service Providers for each subscriber/ user. Additional Data shall be billed to subscriber/ user directly. PIACL will not pay for additional data.
3. Customer shall contact and purchase additional data directly from the Service Provider(s), however, Service Provider(s) must mention such requests and purchases in monthly billing.
4. Devices' quota for each Service Provider shall be allocated as per criteria defined in the section "Selection Criteria." These services will be acquired for the period of two (2) years.
5. During contract period, additional devices, may be required and will be acquired from the Service Provider(s) whose service quality will be better in that particular area. Service Quality shall be decided by PIACL at its sole discretion. Service Provider must provide additional devices at same price, terms & conditions.
6. Lost/stolen/ out of order devices shall be considered in replacement. Replacement time must be within 24 hours after launching a replacement request.

Duration and Termination

This contract shall be for a term of Two (02) years from the date of signing of contract. Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of sixty (60) days, at any time during the term of this

Agreement. Agreement will be renewed only after expiry of the first term (02 years) for further one term of one (01) year with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

General Terms & Conditions

- a) Incomplete and conditional responses will not be entertained.
- b) PIAC reserves the right to accept/reject wholly or partially any response or cancel the tender process altogether at any stage without assigning any reason.
- c) Responses are liable to be rejected if; they are not conforming to the terms, conditions and specifications stipulated in this document.
- d) Responses submitted via email or fax will not be entertained
- e) Vendor shall submit financial bid on the basis of 50 devices. Bid Security and Performance Guarantee will be calculated as the Rate multiplied by 50 devices for a period of 2 years.
- f) During the two years' contract period, number of devices per vendor may vary (+- 50). Payment shall be made at actual number of devices.
- g) Bid Security/Earnest Money shall be furnished by the bidder 2% of total bid value along with the bid.
- h) Performance Guarantee/Security Deposit equal to 10% of the total contract value shall be provided by the selected bidder(s) up to the satisfaction of PIACL before the execution of the Agreement.

Acceptance, Award and Rejection

- a) PIACL reserves the right to terminate the process without awarding the contract.
- b) PIACL reserves the right to accept or reject any part, or all, of each proposal submission and/or not to make an award if none of the proposals received meet the requirements.
- c) PIACL will not be responsible in law or in equity to any proponent for any claim for losses or damages, or any other relief, arising out of the RFQ process including the selection or rejection of any particular section of this proposal.
- d) PIACL interpretation of the contents of the official proposal documents shall prevail.
- e) PIACL reserves the right to select as many vendors as it deems necessary.

Devices' Specification - 4G/ LTE MiFi Device Wireless Router

- Imported make European / American / China
- Compatible with All Internet Devices (Clients)
- Plug & Play
- Supports Wi-Fi 2.4GHz and 5 MHz bands
- Connect up to minimum of 4 WiFi devices
- LTE/4G/3G/2G fallback option available
- USB cable for charging and Connectivity

- Minimum Working Time: 3 hours
- Rechargeable Lithium Battery

EVALUATION CRITERIA

All the Bidders qualifying the below mandatory requirement and Technical requirement will be eligible for financial quote/ bid opening and the PIACL will divide the distribution of the devices at its sole discretion.

MANDATORY REQUIREMENTS

| No. | Description | Documents |
|-----|---|---|
| 1 | Must comply all the requirements and specifications mentioned Scope of Work and Device Specifications sections of this RFP. | Attach compliance sheet (Y/N or further detail if required) for every point mentioned in these sections |
| 2 | provider must have a valid PTA license to provide services in Pakistan and other relevant licenses from PTA | License Copy |
| 3 | The proposed Wireless Internet Devices shall be 100% compatible with all Clients Devices/Systems which have requirements of internet connection | |
| 4 | Service Provider must have 4G/LTE/3G license to provide broadband internet services | License Copy |
| 5 | NTN and or SECP registration certificate | License Copy |

TECHNICAL REQUIREMENTS

| No. | Description | Documents | Points |
|--------------|--|---------------------------------------|-------------------------------------|
| 1 | Coverage Map with details of Service Quality levels | Coverage map soft copy | 10 |
| 2 | Any software upgrade will be free of cost during contract period | Confirmation on company's letter head | 10 |
| 3 | Must have Offices in Karachi, and Lahore or Islamabad | Office addresses | 3 Locations = 10 2 Locations = 5 |
| 4 | Faulty Device Replacement Time | | 24 hrs = 10 < 24 hrs = 5 |
| 5 | 24/7 Complain Center | | 10 |
| Total | | | 50 |

Total Marks: 50

Qualifying Marks:35

FINANCIAL BID

Bidder must submit the following information in financial bid:

a. Dongle Data Device

| Charges | Packages | Portable Dongle Data Device | Additional Data Bundle | No of Dongle Devices (for Estimate only) | Total Amount (PKR) |
|--|---|-----------------------------|------------------------|--|--------------------|
| Monthly Charges per device - 4G/ LTE MiFi Device | Package 1 Unlimited Data Volume | | | 50 | |
| | Package 2 70 GB | | | 50 | |
| | Package 3 Others | | | 50 | |
| Device Charges (if any) | | | | 50 | |
| Any other Charges. | | | | | |
| Fixed IP Charges | | | | | |
| Total | | | | | |

b. Data Wireless Router

| Charges | Portable Wireless data Router | Additional Data Bundle | No of Wireless Data Devices (for Estimate only) | Total Amount (PKR) |
|--|-------------------------------|------------------------|---|--------------------|
| Monthly Charges per device - 4G/ LTE MiFi Device | | | 20 | |
| Device Charges (if any) | | | | |
| Fixed IP Charges | | | | |
| Any other Charges. | | | | |
| Total | | | | |

However, single overall price shall be considered each for dongle data device and for wireless router, vendor must incorporate all relevant taxes in the cost. Cost will be considered including taxes. Bidders should calculate cost as per Package 1 – Unlimited Data volume.

DRAFT AGREEMENT

Wireless Internet Services (4G / LTE Devices) for PIA officials

This Agreement (hereinafter called the “Agreement”) is made on the _____ (hereinafter called “Effective Date”).

BY & BETWEEN

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan having its Head Office at PIA Head Office Building Karachi, Airport, Karachi (hereinafter referred to as the “Company” which expression shall where the context so admits include its successors and assigns) of the ONE PART

AND

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

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

WHEREAS

COMPANY desires to acquire Wireless Internet Services (4G/LTE) for PIA officials

- a. through tendering bid process
- b. SERVICE PROVIDER, selected as result of RFQ published on -----, shall provide Wireless Internet Services as per the terms agreed in this Agreement.

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

1. INTERPRETATION

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

2. CONFIDENTIALITY STATEMENT

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

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

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

3. WARRANTIES AND REPRESENTATIONS BY SERVICE PROVIDER

a. Through this Agreement, the SERVICE PROVIDER hereby warrants and undertakes to COMPANY, that it has requisite professional expertise and necessary infrastructure to provide IP Bandwidth requirements of COMPANY and the services related there to the complete satisfaction of COMPANY.

b. SERVICE PROVIDER warrants and represents that the design shall strictly follow the requirements for the services contemplated under this Agreement and that it shall provide to COMPANY a solution under this Agreement that is reliable, robust and secure due to sensitivity of the data through its use of proven solutions. SERVICE PROVIDER further warrants that the manageability and security is built within the network architecture as a function of the hardware and design rules and is designed into all SERVICE PROVIDER's networks and derived services as a basic requirement.

4. SCOPE OF WORK

1. Service providers to provide uninterrupted services to PIACL officials across Pakistan. Services should be 4G or LTE based and must have downward compatibility to 3G. It is at the sole discretion of PIACL that how many Service Providers to choose.

2. Monthly data package of, Unlimited, 70 GB, 50 GB or others, shall be provided by the Service Providers for each subscriber/ user. Additional Data shall be billed to subscriber/ user directly. PIACL will not pay for additional data.

3. Customer shall contact and purchase additional data directly from the Service Provider(s), however, Service Provider(s) must mention such requests and purchases in monthly billing.

4. Devices' quota for each Service Provider shall be allocated as per criteria defined in the section "Selection Criteria." These services will be acquired for the period of two (2) years.

5. During contract period, additional devices, may be required and will be acquired from the Service Provider(s) whose service quality will be better in that particular area. Service Quality shall be decided by PIACL at its sole discretion. Service Provider must provide additional devices at same price, terms & conditions.

6. Lost/stolen/ out of order devices shall be considered in replacement. Replacement time

must be within 24 hours after launching a replacement request.

5. LIQUIDATED DAMAGES

PIAC shall follow a strict no-downtime policy, under no circumstances any of the services being offered by the Service Provider can be taken down by the Service Provider (intentional or unintentional), redundant measures must be in place. If done intentionally, it would be considered as denial of service, in this case the purchaser holds the right to penalize the Contractor @0.1% of the Contract Price for every one hour of downtime, if downtime is less than one hour, same rate would apply on pro rata basis. If the downtime exceeds 24 hours (whether intentional or unintentional), the penalty shall be @0.5% of the Contract Price for every subsequent hour of downtime. This does not include situations under force majeure.

6. INSURANCE

The Service Provider shall, at its sole cost and expense, secure and maintain throughout the term of this Agreement, comprehensive general liability insurance coverage including but not limited to its equipment and staff/employees .

7. GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with the Laws of Pakistan.
- a) The parties agree and submit themselves to exclusive Jurisdiction of the Courts at Karachi.
- b) Any dispute between the parties arising out of, in connection with or relating to this agreement shall not be settled otherwise than through Arbitration, which shall be held at Karachi in accordance with the Arbitration Act. 1940. CEO PIACL or his nominee shall be the sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement company may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

8. DURATION AND TERMINATION

This contract shall be for a term of Two (02) years from the date of signing of contract. Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of sixty (60) days, at any time during the term of this Agreement. Agreement will be renewed only after expiry of the first term (02 years) for further one term of one (01) year with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

9. TERMS OF PAYMENT

- a) Payment shall be released after delivery of services in accordance with the requirements of this agreement and upto the satisfaction of Company within 45 days after the submission of invoice and relevant documents. Payments will be made in Pak Rupees on monthly basis. Payments will be made as per actual number of devices utilized by a service provider.
- b) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed agreement in this regard. These payments may be subjected to deductions of any amount payable by the Service Provider to the Company, including but not limited to damages etc.
- c) No Advance payments shall be made

10. FORCE MAJEURE

- a) For the purpose of this Agreement, Force Majeure Event means an event beyond the reasonable control of the parties including act of God, war, riot, , compliance with any law or Governmental order, rule, regulation or direction, fire, flood, storm.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its Agents or its Employees, nor (ii) any event which a diligent Party could reasonably have been expected.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) The information of such event shall be notified by the party through generally accepted means of communication as soon as the said event came into the knowledge and information of the party facing the event of force majeure.

11. SAFETY & SECURITY

- a. SERVICE PROVIDER shall comply with all laws, rules, regulations, notifications and standing instructions issued by Government, Semi Government or Local Bodies and shall take safety measures and make appropriate arrangements for safety of men and materials in carrying out the work under this Agreement.

12. OTHER TERMS AND CONDITIONS

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

satisfaction of COMPANY. However, in case, of any delay caused in commissioning or support due to a valid reason beyond the control of SERVICE PROVIDER shall be honored.

- d. Any mishap occurring due to conditions or resources not in control of SERVICE PROVIDER or COMPANY cannot be made a liability against either party
- e. Incomplete and conditional responses will not be entertained.
- f. PIAC reserves the right to accept/reject wholly or partially any response or cancel the tender process altogether at any stage without assigning any reason.
- g. Responses are liable to be rejected if; they are not conforming to the terms, conditions and specifications stipulated in this document.
- h. Responses submitted via email or fax will not be entertained
- i. Vendor shall submit financial bid on the basis of 50 devices according to package 1 – Unlimited Data . Bid Security and Performance Guarantee will be calculated as the Rate multiplied by 50 devices for a period of 2 years.
- j. During the two years’ contract period, number of devices per vendor may vary (+- 50). Payment shall be made at actual number of devices.
- k. Bid Security shall be furnished by the bidder of 2% of the Bid Price along with the bid.
- l. Performance Guarantee/Security Deposit equal to 10% of the total contract value shall be provided by the selected bidder(s) up to the satisfaction of PIACL before the execution of the Agreement.

13. NOTICES

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

| | |
|--|------------------------------|
| <p>To PIACL: The General Manager IT Operations Address: PIA Computer Center, Terminal-1, Karachi Airport, PIACL Head Office, Karachi.</p> | <p>To SERVICE PROVIDER :</p> |
|--|------------------------------|

- b. Notices mailed by registered or certified mail shall conclusively be deemed to have been received by the addressee, when delivered. Notices sent by telex or fax shall be conclusively deemed, to have been received by the addressee upon confirmation of receipt. The other party shall be informed through written notice of the change of address, telephone, telex, fax and/or email immediately.

14. INDEMNITY

The defaulting Party agrees and undertakes to indemnify and hold the non-defaulting Party harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys’ fees), that may arise or be caused or as a result by reason of any breach, failure, delay, impropriety or irregularity on its part to observe, adhere to, abide by or comply with any of the terms and conditions of the Agreement, and to defend, at its own expense any suits, action, claim, litigation or other proceedings brought against the non-defaulting Party and/or its directors, officers, agents, servants, affiliates, and employees, or any of them, on account thereof, and to pay all expenses

and satisfy all judgments which may be incurred by or rendered against them in connection therewith. However, the defaulting Party shall have the right to settle any such suits, action, claim, litigation or other proceedings against which it indemnifies herein.

| | |
|-----------------------------|-----------------------------|
| (Signatures) | (Signatures) |
| For and on behalf of | For and on behalf of |
| Service Provider | Company |
| Name: | Name: |
| Designation: | Designation: |

| | |
|---------------------|---------------------|
| (Signatures) | (Signatures) |
| Witness 1 | Witness 2 |
| Name: | Name: |

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

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

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

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements an 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 time the sum of any commission, gratification, brief, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

(To be submitted on Rs. 100 Stamp Paper)

General Manager Inventory & Contract
Management
Supply Chain Management Department
Pakistan International
Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the even tour/my tender for supply of _____ to PIACL is approved and accepted:
2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us /me.
4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIACL the Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone /Fax# _____

CNIC _____

Seal _____

Date _____

CORRIGENDUM

EXTENSION IN TENDER OPENING DATE OF THE WIRELESS INTERNET SERVICES/ DEVICES FOR PIA CL OFFICIALS

This is with reference to the 'Invitation to Bids, of subject tenders published in the, Daily Jang and The Dawn dated 20-08-2020 which was scheduled to be opened on 07-09-2020. The bid submission date/time has been extended to **23-09-2020** (1030 Hrs.) Bids shall be opened on the same date at **1100 Hrs**.

Prospective bidders are requested to submit the proposals accordingly, which can be downloaded from <http://www.ppra.org.pk> & www.piac.com.pk

For further queries, please do not hesitate to contact undersigned.

General Manager Inventory & Contract Management
Supply Chain Management PIA Head Office, Karachi.

Ph: 021 9904 3081, 9904 4216

Email: gmicm@piac.aero,

contract.administration@piac.aero

pvb (S)

PID (K) 606/20

REF: GM (ICM) CAC/CONT/ Wireless Internet /2020

M/S _____

SUB: Wireless Internet Services/ Devices for PIACL officials

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C) SECURITY DEPOSIT (Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee) in the amount equivalent to **10%** of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

D) Instruction to Bidder

PREPARATION OF TENDER

“Single Stage Two Envelope Basis”

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

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

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

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

PIA’s requirements with Technical Specifications are given.

Bidders **MUST:**

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

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

F) PREPARATION OF TENDER - FINANCIAL PROPOSAL

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

- a) Original Pay Order for Earnest Money (Local Bidders Only).
- b) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- c) The outer cover should bear address of the General Manager Inventory & Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- d) 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 shall be for a term of Two (02) years from the date of signing of contract, Agreement will be renewed only after expiry of the first term (02 years) for further one term of one (01) year with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

Muhammad Asim khan

**General Manager Inventory & Contract Management
Supply Chain Management PIA Head Office, Karachi.**

Ph: 021 9904 3081, 9904 4216

Email: gmicm@piac.aero, contract.administration@piac.aero

Wireless Internet Devices

Wireless Internet Services for PIACL officials

Introduction

Pakistan International Airline (hereafter refer to as PIA) is looking for Service Providers to provide Wireless Internet services to its officials. These services shall be provided through Dongle Data Devices so that officials can use them in offices, on the move and at homes. Coverage area is across Pakistan.

PIACL invites vendors to submit proposals according to the terms and conditions listed throughout this document. This Request for quotation (RFQ) will serve to provide vendors with the requirements, evaluation criteria, and other information required for the **Wireless Internet Devices** across Pakistan.

Currently around 150 devices are being used in PIACL already, and PIACL wants to distribute these and additional devices to its employees among alternate service providers in different areas of Pakistan based on coverage and quality of service.

Scope of work

1. Service providers to provide uninterrupted services to PIACL officials across Pakistan. Services should be 4G or LTE based and must have downward compatibility to 3G. It is at the sole discretion of PIACL that how many Service Providers to choose.
2. Monthly data package of, Unlimited, 70 GB, 50 GB or others, shall be provided by the Service Providers for each subscriber/ user. Additional Data shall be billed to subscriber/ user directly. PIACL will not pay for additional data.
3. Customer shall contact and purchase additional data directly from the Service Provider(s), however, Service Provider(s) must mention such requests and purchases in monthly billing.
4. Devices' quota for each Service Provider shall be allocated as per criteria defined in the section "Selection Criteria." These services will be acquired for the period of two (2) years.
5. During contract period, additional devices, may be required and will be acquired from the Service Provider(s) whose service quality will be better in that particular area. Service Quality shall be decided by PIACL at its sole discretion. Service Provider must provide additional devices at same price, terms & conditions.
6. Lost/stolen/ out of order devices shall be considered in replacement. Replacement time must be within 24 hours after launching a replacement request.

Duration and Termination

This contract shall be for a term of Two (02) years from the date of signing of contract. Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of thirty (30) days, at any time during the term of this

Agreement. Agreement will be renewed only after expiry of the first term (02 years) for further one term of one (01) year with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

General Terms & Conditions

- a) Incomplete and conditional responses will not be entertained.
- b) PIAC reserves the right to accept/reject wholly or partially any response or cancel the tender process altogether at any stage without assigning any reason.
- c) Responses are liable to be rejected if; they are not conforming to the terms, conditions and specifications stipulated in this document.
- d) Responses submitted via email or fax will not be entertained
- e) Vendor shall submit financial bid on the basis of 50 devices. Bid Security and Performance Guarantee will be calculated as the Rate multiplied by 50 devices for a period of 2 years.
- f) During the two years' contract period, number of devices per vendor may vary (+- 50). Payment shall be made at actual number of devices.
- g) Bid Security/Earnest Money shall be furnished by the bidder 2% of total bid value along with the bid.
- h) Performance Guarantee/Security Deposit equal to 10% of the total contract value shall be provided by the selected bidder(s) up to the satisfaction of PIACL before the execution of the Agreement.

Acceptance, Award and Rejection

- a) PIACL reserves the right to terminate the process without awarding the contract.
- b) PIACL reserves the right to accept or reject any part, or all, of each proposal submission and/or not to make an award if none of the proposals received meet the requirements.
- c) PIACL will not be responsible in law or in equity to any proponent for any claim for losses or damages, or any other relief, arising out of the RFQ process including the selection or rejection of any particular section of this proposal.
- d) PIACL interpretation of the contents of the official proposal documents shall prevail.
- e) PIACL reserves the right to select as many vendors as it deems necessary.

Devices' Specification - 4G/ LTE MiFi Device Wireless Router

- Imported make European / American / China
- Compatible with All Internet Devices (Clients)
- Plug & Play
- Supports Wi-Fi 2.4GHz and 5 MHz bands
- Connect up to minimum of 4 WiFi devices
- LTE/4G/3G/2G fallback option available
- USB cable for charging and Connectivity

- Minimum Working Time: 3 hours
- Rechargeable Lithium Battery

EVALUATION CRITERIA

All the Bidders qualifying the below mandatory requirement and Technical requirement will be eligible for financial quote/ bid opening and the PIACL will divide the distribution of the devices at its sole discretion.

MANDATORY REQUIREMENTS

| No. | Description | Documents |
|-----|---|---|
| 1 | Must comply all the requirements and specifications mentioned Scope of Work and Device Specifications sections of this RFP. | Attach compliance sheet (Y/N or further detail if required) for every point mentioned in these sections |
| 2 | provider must have a valid PTA license to provide services in Pakistan and other relevant licenses from PTA | License Copy |
| 3 | The proposed Wireless Internet Devices shall be 100% compatible with all Clients Devices/Systems which have requirements of internet connection | |
| 4 | Service Provider must have 4G/LTE/3G license to provide broadband internet services | License Copy |
| 5 | NTN and or SECP registration certificate | License Copy |

TECHNICAL REQUIREMENTS

| No. | Description | Documents | Points |
|--------------|--|---------------------------------------|-------------------------------------|
| 1 | Coverage Map with details of Service Quality levels | Coverage map soft copy | 10 |
| 2 | Any software upgrade will be free of cost during contract period | Confirmation on company's letter head | 10 |
| 3 | Must have Offices in Karachi, and Lahore or Islamabad | Office addresses | 3 Locations = 10 2 Locations = 5 |
| 4 | Faulty Device Replacement Time | | 24 hrs = 10 < 24 hrs = 5 |
| 5 | 24/7 Complain Center | | 10 |
| Total | | | 50 |

Total Marks: 50

Qualifying Marks:35

FINANCIAL BID

Bidder must submit the following information in financial bid:

a. Dongle Data Device

| Charges | Packages | Portable Dongle Data Device | Additional Data Bundle | No of Dongle Devices (for Estimate only) | Total Amount (PKR) |
|--|------------------------------------|-----------------------------|------------------------|--|--------------------|
| Monthly Charges per device - 4G/ LTE MiFi Device | Package 1 Unlimited Data Volume | | | 50 | |
| | Package 2 70 GB | | | 50 | |
| | Package 3 Others | | | 50 | |
| Device Charges (if any) | | | | 50 | |
| Any other Charges. | | | | | |
| Fixed IP Charges | | | | | |
| Total | | | | | |

b. Data Wireless Router

| Charges | Portable Wireless data Router | Additional Data Bundle | No of Wireless Data Devices (for Estimate only) | Total Amount (PKR) |
|--|-------------------------------|------------------------|---|--------------------|
| Monthly Charges per device - 4G/ LTE MiFi Device | | | 20 | |
| Device Charges (if any) | | | | |
| Fixed IP Charges | | | | |
| Any other Charges. | | | | |
| Total | | | | |

However, single overall price shall be considered each for dongle data device and for wireless router, vendor must incorporate all relevant taxes in the cost. Cost will be considered including taxes.

DRAFT AGREEMENT

Wireless Internet Services (4G / LTE Devices) for PIA officials

This Agreement (hereinafter called the “Agreement”) is made on the _____(hereinafter called “Effective Date”).

BY & BETWEEN

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan having its Head Office at PIA Head Office Building Karachi, Airport, Karachi (hereinafter referred to as the “Company” which expression shall where the context so admits include its successors and assigns) of the ONE PART

AND

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

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

WHEREAS

COMPANY desires to acquire Wireless Internet Services (4G/LTE) for PIA officials

- a. through tendering bid process
- b. SERVICE PROVIDER, selected as result of RFQ published on -----, shall provide Wireless Internet Services as per the terms agreed in this Agreement.

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

1. INTERPRETATION

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

2. CONFIDENTIALITY STATEMENT

- a. This work contains confidential information and proprietary information belonging to SERVICE PROVIDER and COMPANY. This confidential information is to be used by both Parties only for the purpose for which it is supplied. Neither Party shall disclose the confidential information to any third party without the prior written consent of the Disclosing party. The obligation for maintaining the confidentiality of

the information shall survive the termination or expiry, as the case is, of this Agreement.

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

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

3. WARRANTIES AND REPRESENTATIONS BY SERVICE PROVIDER

a. Through this Agreement, the SERVICE PROVIDER hereby warrants and undertakes to COMPANY, that it has requisite professional expertise and necessary infrastructure to provide IP Bandwidth requirements of COMPANY and the services related there to the complete satisfaction of COMPANY.

b. SERVICE PROVIDER warrants and represents that the design shall strictly follow the requirements for the services contemplated under this Agreement and that it shall provide to COMPANY a solution under this Agreement that is reliable, robust and secure due to sensitivity of the data through its use of proven solutions. SERVICE PROVIDER further warrants that the manageability and security is built within the network architecture as a function of the hardware and design rules and is designed into all SERVICE PROVIDER's networks and derived services as a basic requirement.

4. SCOPE OF WORK

1. Service providers to provide uninterrupted services to PIA CL officials across Pakistan. Services should be 4G or LTE based and must have downward compatibility to 3G. It is at the sole discretion of PIA CL that how many Service Providers to choose.

2. Monthly data package of, Unlimited, 70 GB, 50 GB or others, shall be provided by the Service Providers for each subscriber/ user. Additional Data shall be billed to subscriber/ user directly. PIA CL will not pay for additional data.

3. Customer shall contact and purchase additional data directly from the Service Provider(s), however, Service Provider(s) must mention such requests and purchases in monthly billing.

4. Devices' quota for each Service Provider shall be allocated as per criteria defined in the section "Selection Criteria." These services will be acquired for the period of two (2) years.

5. During contract period, additional devices, may be required and will be acquired from the Service Provider(s) whose service quality will be better in that particular area. Service Quality shall be decided by PIA CL at its sole discretion. Service Provider must provide

additional devices at same price, terms & conditions.

6. Lost/stolen/ out of order devices shall be considered in replacement. Replacement time must be within 24 hours after launching a replacement request.

5. LIQUIDATED DAMAGES

PIAC shall follow a strict no-downtime policy, under no circumstances any of the services being offered by the Service Provider can be taken down by the Service Provider (intentional or unintentional), redundant measures must be in place. If done intentionally, it would be considered as denial of service, in this case the purchaser holds the right to penalize the Contractor @0.1% of the Contract Price for every one hour of downtime, if downtime is less than one hour, same rate would apply on pro rata basis. If the downtime exceeds 24 hours (whether intentional or unintentional), the penalty shall be @0.5% of the Contract Price for every subsequent hour of downtime. This does not include situations under force majeure.

6. INSURANCE

The Service Provider shall, at its sole cost and expense, secure and maintain throughout the term of this Agreement, comprehensive general liability insurance coverage including but not limited to its equipment and staff/employees in the amount of at least _____.

7. GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with the Laws of Pakistan.
- a) The parties agree and submit themselves to exclusive Jurisdiction of the Courts at Karachi.
- b) Any dispute between the parties arising out of, in connection with or relating to this agreement shall not be settled otherwise than through Arbitration, which shall be held at Karachi in accordance with the Arbitration Act. 1940. CEO PIACL or his nominee shall be the sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement company may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

8. DURATION AND TERMINATION

This contract shall be for a term of Two (02) years from the date of signing of contract. Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of sixty (60) days, at any time during the term of this Agreement. Agreement will be renewed only after expiry of the first term (02 years) for further one term of one (01) year with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

9. TERMS OF PAYMENT

- a) Payment shall be released after delivery of services in accordance with the requirements of this agreement and upto the satisfaction of Company within 45 days after the submission of invoice and relevant documents. Payments will be made in Pak Rupees on monthly basis. Payments will be made as per actual number of devices utilized by a service provider.
- b) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed agreement in this regard. These payments may be subjected to deductions of any amount payable by the Service Provider to the Company, including but not limited to damages etc.
- c) No Advance payments shall be made

10. FORCE MAJEURE

- a) For the purpose of this Agreement, Force Majeure Event means an event beyond the reasonable control of the parties including act of God, war, riot, , compliance with any law or Governmental order, rule, regulation or direction, fire, flood, storm.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its Agents or its Employees, nor (ii) any event which a diligent Party could reasonably have been expected.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) The information of such event shall be notified by the party through generally accepted means of communication as soon as the said event came into the knowledge and information of the party facing the event of force majeure.

11. SAFETY & SECURITY

- a. SERVICE PROVIDER shall comply with all laws, rules, regulations, notifications and standing instructions issued by Government, Semi Government or Local Bodies and shall take safety measures and make appropriate arrangements for safety of men and materials in carrying out the work under this Agreement.

12. OTHER TERMS AND CONDITIONS

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

- c. SERVICE PROVIDER shall ensure the commissioning and support/maintenance of the services as contemplated under this Agreement in a timely manner and to the complete satisfaction of COMPANY. However, in case, of any delay caused in commissioning or support due to a valid reason beyond the control of SERVICE PROVIDER shall be honored.
- d. Any mishap occurring due to conditions or resources not in control of SERVICE PROVIDER or COMPANY cannot be made a liability against either party
- e. Incomplete and conditional responses will not be entertained.
- f. PIAC reserves the right to accept/reject wholly or partially any response or cancel the tender process altogether at any stage without assigning any reason.
- g. Responses are liable to be rejected if; they are not conforming to the terms, conditions and specifications stipulated in this document.
- h. Responses submitted via email or fax will not be entertained
- i. Vendor shall submit financial bid on the basis of 50 devices. Bid Security and Performance Guarantee will be calculated as the Rate multiplied by 50 devices for a period of 2 years.
- j. During the two years' contract period, number of devices per vendor may vary (+- 50). Payment shall be made at actual number of devices.
- k. Bid Security shall be furnished by the bidder not exceeding 5% of the Bid Price along with the bid.
- l. Performance Guarantee/Security Deposit equal to 10% of the total contract value shall be provided by the selected bidder(s) up to the satisfaction of PIACL before the execution of the Agreement.

13. NOTICES

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

| | |
|--|------------------------------|
| <p>To PIACL: The General Manager IT Operations Address: PIA Computer Center, Terminal-1, Karachi Airport, PIACL Head Office, Karachi.</p> | <p>To SERVICE PROVIDER :</p> |
|--|------------------------------|

- b. Notices mailed by registered or certified mail shall conclusively be deemed to have been received by the addressee, when delivered. Notices sent by telex or fax shall be conclusively deemed, to have been received by the addressee upon confirmation of receipt. The other party shall be informed through written notice of the change of address, telephone, telex, fax and/or email immediately.

14. INDEMNITY

The defaulting Party agrees and undertakes to indemnify and hold the non-defaulting Party harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or as a result by reason of any breach, failure, delay, impropriety or irregularity on its part to observe,

adhere to, abide by or comply with any of the terms and conditions of the Agreement, and to defend, at its own expense any suits, action, claim, litigation or other proceedings brought against the non-defaulting Party and/or its directors, officers, agents, servants, affiliates, and employees, or any of them, on account thereof, and to pay all expenses and satisfy all judgments which may be incurred by or rendered against them in connection therewith. However, the defaulting Party shall have the right to settle any such suits, action, claim, litigation or other proceedings against which it indemnifies herein.

| | |
|-----------------------------|-----------------------------|
| (Signatures) | (Signatures) |
| For and on behalf of | For and on behalf of |
| Service Provider | Company |
| Name: | Name: |
| Designation: | Designation: |

| | |
|---------------------|---------------------|
| (Signatures) | (Signatures) |
| Witness 1 | Witness 2 |
| Name: | Name: |

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

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

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

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

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

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

(To be submitted on Rs. 100 Stamp Paper)

General Manager Inventory & Contract
Management
Supply Chain Management Department
Pakistan International
Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the even tour/my tender for supply of _____ to PIACL is approved and accepted:
2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIACL the Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone / Fax# _____

CNIC _____

Seal _____

Date _____