

REF: GM(P)Share Registrar/18

M/S _____

Sub: Hiring of Independent Share Registrar / Transfer Agent

Dear Sirs,

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

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to General Manager Procurement, PIA Procurement & Logistics Building JIAP Karachi latest by **July 02, 2018** by **1030 Hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIA Procurement & Logistics 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 Contracts & Agreements, 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 Contracts & Agreements in this respect shall be final and binding.
3. Bidders are required to submit a Pay Order of Rs.3,000/- (**Rupees three thousand only**), (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders)

The Tender should be accompanied a Pay Order payable (valid for 90 days from the date of tender opening) equivalent to 2 % of total bid value in the name of M/S PAKISTAN INTERNATIONAL AIRLINES **CORPORATION LIMITED** as interest free Earnest Money (Refundable). Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

C) SECURITY DEPOSIT (Local Bidders)

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

D) PREPARATION OF TENDER “Single Stage Two Envelope Basis”

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “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 returned *un-opened* to the respective bidders.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

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

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

PIA’s requirements with Technical Specifications are given.

Bidders **MUST:**

- Eligible to Provide Services in accordance with the provisions of The Balloters, Transfer Agent and Underwriters Rules, 2015 issued by the SECP
- 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 Proforma issued by PIA.
- Affix the company seal on all tender documents.

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

F) PREPARATION OF TENDER - FINANCIAL PROPOSAL

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

- a) Schedule “A” duly filled in, signed and sealed.
- b) Original Pay Order for Earnest Money (Local Bidders).
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Contracts & Agreements, PIA P&L 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 90 days.

H) **Duration of Contract**

Contract will be awarded for the period 03 years. **and may be renewed for further two terms**

General Manager Procurement

Enclosed: Schedule A
Term of Reference (ToR)
Evaluation Criteria
Draft Agreement
Integrity Pact
Undertaking to Execute the Contract

TENDER SCHEDULE "A"

<u>Description</u>	<u>Rate/Month PKR</u>	<u>Annual Value PKR</u>	<u>03 years PKR</u>
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Hiring of Independent
Share Registrar / **Transfer Agent**

Attention:-

Non compliance to the conditions mentioned below at Serial No. 1 to 5 will render the quotation for rejection at the time of opening of tenders.

Broad Terms and Conditions of Tender:-

1. Rates must be quoted in words and figures both inclusive of all applicable taxes, charges, duties, expenses to be borne by the bidder.
2. Offer must be firm and final and valid for 90 days.
3. Incomplete, mutilated offer or offers without/deficient earnest money are liable for rejection.
4. Copy of certificate of registration with Sales Tax collectorate must accompany the quotation. **(Local Bidders Only).**
5. PIA will have the right to visit the facility / premises of the tenderer or call for any further documents to establish the capability of firms to undertake this order/contract. PIA's decision in this regards shall be final will not be questioned in any court.

We/ I hereby confirmed having read and understood the terms and conditions of the tender and we / I expressly confirm and agree that our tender for the supply of above mentioned items are in terms of and subject to the terms and conditions of the tenders.

TENDERER'S SIGNATURE _____ DESIGNATION _____

ADDRESS _____

Tel No. _____ Fax No. _____ Email _____

GST No. _____ NTN NO. _____

SEAL _____

TERM OF REFERENCES

SCHEDULE I

Share Registrar Services - Records

Permanent Records

1. Members' Register (Computerized)
2. Manual / Computerized Specimen Signature and Power of Attorneys of active security holders
3. Securities Allotment Register (IPO Bonus and Right, etc)
4. Dividend Entitlement Register
5. Certificates, dividend warrants, letter of rights, notices, etc returned undelivered
6. Documents related to the issuance of duplicate certificates
7. Ballot Register - IPO (if any)
8. Zakat Declarations received from security holders
9. Tax Exemption Certificates received from security holders

Records returned to the Issuer periodically

1. Cancelled certificates, cancelled transfer deeds and security deposit forms (SDFs) whose relevant Securities have been deposited into CDS
2. Certificates which are cancelled due to their Splitting, Consolidation and Renewal.
3. Transfer Deeds whose Securities are transferred in physical form. Securities Transfer / Deposit Registers
4. Subscribed and Undelivered Letter of Rights after issuance of right shares
5. Specimen Signature Cards and Power of Attorneys of inactive security holders
6. Filed letters / correspondence made with security holders
7. Successful and unsuccessful Application Forms received from applicants in Initial Public Offering (IPO) of Securities
8. Mailing Lists
9. Miscellaneous documents

SCHEDULE II

Scope of Service / General Functions

1. Issue of computerized transfer receipts against share certificate lodged for transfer.
2. Re-verification of transferor signature at the time of transfer.
3. Maintenance of shares transfer register.
4. Posting of transfers to members register.
5. Provide periodic balance of members registers.
6. Endorsing the transferred share certificate.
7. After endorsement, sending share certificate(s) for Director's signature. The frequency and method of dispatch would be agreed in advance.
8. Signed Share Certificate(s) from the client to be delivered to Shareholders against duly discharged transfer receipt.
9. Recording changes in registered mailing addresses of Shareholders.
10. Maintaining records of Zakat Exemption Declarations, Tax Exemption and sending confirmations to the Shareholders.
11. Maintaining bank mandate records, lodged by the Shareholders for crediting cash dividends / cheque directly in to their bank accounts.
12. Consolidating / Splitting of Share Certificate(s).
13. Issue of duplicate share certificates against appropriate indemnities in place of share certificates reported lost / stolen / misplaced / mutilated / spoiled.
14. Transmission of shares of deceased Shareholders in favor- of their bonafied nominee / successors/ against appropriate legal documents.
15. Day to day dealing of Shareholder's quires and correspondence.
16. Maintain computerized Members' Register as required under provisions of Section 119 and 120 of the Companies Act, 2017.
17. Verification of Shareholder's signature at the Annual General Meetings and Extraordinary General Meetings.
18. Custody of undelivered share certificates, dividend warrants, etc.
19. Security Allotment Register (IPO, Bonus and Right etc.).
20. Ballot Register (if any).
21. Computerization of record of all folio numbers of founding shareholders (whose folio number starts from alphabetic order), including certificate holding register containing certificate Number, Distinctive Numbers, and Number of shares.
22. Take all physical record of active / existing Founding shareholders until its computerization, all record will be returned to the **Issuer** after its computerization.

23. Maintenance of specimen signatures of all active physical security holders in physical form and also in electronic form against their folio details. SHARE REGISTRAR will scan signature in electronic form free of cost.
24. Dealing with security holders on CUSTOMER Service Counters, telephone, email and through post.
25. Maintenance of incoming and outgoing correspondence with shareholders in computerized mailing system, a built-in component of Share Registrar System.
26. Verification of physical security holders' signatures on Transfer Deeds and Proxy forms, etc.
27. Deposit of physical certificates into CDS in book entry form as required under Section 74 of the Companies Act, 2017, and Regulation # 8.3 and 12A of CDCPL Regulations.
28. Processing issuance of duplicate certificates and dividend warrants against appropriate indemnities and fulfillment of formalities.
29. Process of split / Consolidation / Renewal of share certificates.
30. Calculation of dividend Entitlements and payments to security holders.
31. Processing of issuance / credit of Bonus Shares / Certificates to physical security holders / CDS account holders, with fractional share payment (if required).
32. Processing / handling of Right issue including dispatch of letter of Rights to security holders with fractional shares payment (if any).
33. Custody of undelivered share certificates dividend warrants, etc.
34. Preparation of reports related to the Securities and security holders.
35. Taking attendance of Security Holders in statutory meeting, Annual General Meeting (AGM) and Extraordinary General Meeting (EOGM) of Security Holders held under the provisions of Various Sections of the Companies Act, 2017 and as per various Rules of PSX Rule Book, Circular(s)/Direction(s) of SECP.
36. Other standard Share Registrar Department activities such as dispatch of Accounts, Notices of General Meeting etc.
37. Withdrawal of Securities (approval / rejection) as per CDCPL Regulation 8.7.
38. Provide softcopy of all physical transactions of Transfer, Deposits into CDS of CDC, Issuance of Duplicate Share Certificates Splitting Consolidation etc., along-with complete list of members (including Beneficial Owners,), should be provided to the Issuer on quarterly basis for safe custody / record purpose, without charging any cost.
39. To provide list of all transactions processed into CDS of CDC through email on daily basis.

SCOPE OF WORK FOR INITIAL DEPOSIT / WITHDRAWAL OF SHARES IN THE CENTRAL DEPOSITORY SYSTEM

1. Issue computerized receipts to the lodger after checking the physical number of share certificates and number of shares.
2. Checking / Matching certificates numbers, distinctive number, number of shares along with relevant transfer deeds with the Securities Deposit Form (SDF).
3. Checking of share transfer stamps affixed on transfer deeds.
4. Re-verification of transferor's signature on transfer deed upon deposit.
5. Ensure genuineness of physical share certificates.
6. Checking / matching certificates numbers and numbers of shares with computer generated report of central depository system provided by participant with SDF.
7. Data entry of shares on the transfer register of the existing system showing Central Depository System as the transferee and then on the Central Depository System, each Share certificate would have to be approved as valid or in-valid for deposit / transfer.
8. Generation of computer two provisional transfer registers, first as per securities deposit form sequence, second as per sequence of Central Depository System.
9. First Provisional transfer register to be compared / checked with share certificate.
10. Second provisional transfer register to be compared / checked with the Computer generated report of central depository system.
11. After checking of provisional transfer registers the authorized, in-charge / person will approve transfer / posting of shares in sales accounting system.
12. Posting / rejection of transfers in central depository system.
13. Endorsement of accept / rejected column on Securities Deposit Form (SDF).
14. Printing of central depository system posting report of shares for delivery to participant along-with security deposit form.
15. All the scripts which are physically surrendered by the shareholders will have to be properly cancelled / bound and stored by the issuer. The duration of retaining the cancelled scripts may be advised by our 1egal department.
16. WITHDRAWAL OF SHARES FROM CDC;
 - a) Issue computerized receipts to the lodger after checking the two securities withdrawal form and two computer generated reports.
 - b) Checking / matching of withdrawal form with the computer generated report of Central depository system received from participants.
 - c) Checking of share transfer stamps affixed on securities withdrawal form.
 - d) Generation of provisional transfer register.
 - e) Provisional transfer registers to be compared / checked with Central Depository **Company** withdrawal form and posting of shares in Shares Accounting System.
 - f) Checking of final transfer register with computer generated report of securities withdrawal form.

- g) Posting / rejection of securities withdrawal form.
 - h) Location of appropriate distinctive numbers available in Central Depository Company for transfer of shares and issuing share certificates against withdrawal.
 - i) Printing of share certificates after positing on Central Depository System and Share Accounting System any certificates and distinctive numbers, available in central depository company may be allotted to the share certificates could also be issued in block lots.
 - j) Delivery of share certificates to the Shareholder with one copy of Securities Withdrawal Form.
17. ISSUANCE OF BONUS / RIGHT SHARES & PROCESSING / PAYMENT OF CASH DIVIDEND
- a) Bonus Issue
 - b) Right Issue
 - c) Dividend Payment

GENERAL COMPLIANCE, FUNCTIONS & REPORTS

- Annual List of Members to the Pakistan Stock Exchange, providing a list of members of physical & CDC Account and Sub Account (including IAS) Holders as on December 31, each year to Pakistan Stock Exchange in compliance of Rule 5.7.2 (b) of Rule Book of PSX.
- Pattern of Shareholding - Preparing pattern of shareholding and provide to Issuer to make it part of the Director's Report under the provisions of Rule 17 (4) (i) of the Public Sector Companies (Corporate Governance) Rules, and Companies Act, 2017.
- Free Float of Shares - Submission of requisite input into the CDC Free-Float functionality is entered in a timely manner to enable the Pakistan Stock Exchange to access the number and break-up of Free-Float shares of the company on quarterly basis i.e. as on March 31, June 30, September 30 and December 31 each year, within fifteen (15) days of close of each quarter after verification of issuer. Submitted report shall be provided to the issuer.
- Reconciliation of holding between Members Register and Central Depository Register - Reconciling holdings of CDC Nominee folio in Member's Register with the holding in CDS in Compliance of Regulation # 13.7 of CDCPL Regulations on a regular basis and confirm to CDC in case of difference. Also confirming six monthly positions to CDCPL.
- Alpha Index Register - Maintaining the register for Issuer under the provisions of the Section 120(1) of the Companies Act, 2017
- Prepare Form-A (Annual Return of Company having Share Capital), as require by Securities and Exchange Commission of Pakistan (SECP), according to the requirements of the Registrar and the Commission, also prepare for SECP eServices for online submission to Registrar and the Commission.
- Election of Directors required under Section 159 of the Companies Act, 2017, with all IT based support i.e. development of software, ballot paper, all related reports for Management.
- Mailing List and Labels - Provision of mailing list of security holders (city wise details) on plain paper and adhesive labels, as and when required by Issuer.
- Standard compliance and reports - Performing standard R/TA functions and providing various reports related to Security Holders, /Securities, Transactions, Entitlements etc.
- Handling of Unclaimed Cash Dividend and Shares as mentioned in the Section 244 of the Companies Act, 2017.

(Questionnaire for Independent Share Registrar)

Registered Business Name:

Registered Business Address:

Telephone: _____ Fax: _____ E-mail Address: _____

NTN #: _____ GST #: _____

1) Performance of Services Provision of Services in accordance with the provisions of The Balloters, Transfer Agent and Underwriters Rules, 2015 issued by the SECP

- a) Sole Proprietorship
- b) Partnership
- c) Limited Company
- d) Private Limited
- e) Corporation
- f) Listed / Multinational Company

2) Organization:

3) Registration:

- a) Regd. With SECP
- b) Un-registered

4) Company Incorporated over:

- a) 01 year
- b) 02 years
- c) 03 year
- d) 04 years
- e) 05 years
- i) 09 years
- f) 06 years
- g) 07 years
- h) 08 years
- j) 10 years & above

5) Manpower (Nos):

- a) Admin / Finance / Accounts
- b) Marketing
- c) Share Registrar
- d) Technical / IT
- e) Legal
- f) Audit

6) Clientele:

Detail of main clients over last 05 years

S. No.	Name of Client	Contact Person with designation	Address	Phone & cellular No.	Fax No.

7) Yearly turnover

- a) 1-2 million
- b) 2-3million
- c) 3-4 million
- d) 4-5 million
- e) 5-6 million

- f) 6-7 million
- g) 7-8 million
- h) 8-9 million
- i) 9-10 million
- j) 10 million & above

8) Availability of Audited Financial Statement

- a) Last 3 years
- b) Last 2 years
- c) Last 1 year

9) As per audited accounts:

- a) Earning profit for last three years
- b) No significant profit / loss in last 3 years
- c) Suffering Losses in last 3 years

10) Business Continuity Plan / DRP / Back-up & Security of Share Registrar Software:

- a) Yes
- b) No

(If Yes, attach brief plan)

11) Shareholder Support Services:

- a) Toll Free Call Center
- b) Ample Parking
- c) Centralized office location / Seating for clients

12) Qualification of staff:

- a) 30 % of staff having professional degrees
- b) 20 % of staff having professional degrees
- C) 10 % of staff having professional degrees

13) Office Networks in Pakistan

- a) 5 or more
- b) 3 or more
- c) Less than 3

14) Equipment Policy:

- a) Hardware
- b) Software
- c) IT Back-up Policy

15) Association / certification _____
ISO certification _____

(Please specify name & attach certified copy)

16) Brief details of any litigation / arbitration in which the firm and / or Directors / Partners / Proprietors were/are involved.

MARKING CRITERIA

1. Mandatory Requirements

- a) Office Facility
- b) Phone & Fax
- c) NTN Registration (Copy of certificates should be enclosed)
- d) Declaration of Litigation (should be negative) on non-judicial stamp paper of Rs.20/-

2. Allocation of Marks:

S. NO.	DESCRIPTION	ALLOCATED MARKS	GROUP TOTAL
1.	Performance of Services Provision of Services in accordance with the provisions of The Balloters, Transfer Agent and Underwriters Rules, issued by the SECP	5	5
2.	Organization: a) Listed / Multinational Company b) Limited Company / Corporation / Private Limited c) Sole Proprietorship / Partnership	8 5 2	15
3.	Registration: a) Regd. with SECP b) Un-registered	5 0	5
4.	Company Incorporated over: (1/2 point for each year up to maximum of 10 years)	5	5
5.	Manpower (1/2 point for every employee): a) Admin / Finance / Accounts b) Marketing c) Share Registrar d) Technical / IT e) Legal f) Audit	2 1 5 2 3 2	15
6.	Clientele: a) Aviation Sector (2.5 Point for every client, up to maximum of 5) b) Other Sector(1/2Point for every client, up to maximum of 2)	5 2	7
7.	Yearly Turnover: (1/2 point for each million up to 10 million or above)	5	5
8.	Availability of Audited Financial Statements : a) Last 3 Years b) Last 2 Years c) Last 1 Year	3 2 1	6
9.	As per audited accounts: a) Earning profit for last three years b) No significant profit / loss in last three years c) Suffering Losses in last three years	4 2 0	6
10.	Business Continuity Plan / DRP/ Back-up & Security of Share Registrar Software: a) Yes b) No	5 0	5
11.	Shareholder Support Services: a) Toll free Call Centre b) Ample Parking c) Centralized office location / seating arrangements	5 2 3	10
12.	Qualification of staff: a) 30 % of staff having professional degrees b) 20 % of staff having professional degrees c) 10 % of staff having professional degrees	3 2 1	6
13.	Office Networks in Pakistan: (01 point for office in every major city, maximum	5	5

	upto05)		
14.	IT Capacity / Equipment / Policy: a) Hardware b) Software c) IT Back-up Policy	4 4 4	12
15.	Association / Certification: ISO Certification	10	10
	Grand Total		

MINIMUM QUALIFYING MARKS 70%

SHARE REGISTRAR / TRANSFER AGENT SERVICES AGREEMENT

This Agreement is made at Karachi on [DD/MM/YYYY] by and between:

The Pakistan International Airlines Corporation Limited (“PIACL”) a Company Limited by Shares, existing under the Companies Act, 2017 (hereinafter referred to as the “Issuer”) having its Head Office at PIACL Head Office Building, Karachi Airport, Karachi, through its Secretary-PIACL, Mr. Muhammad SHUAIB duly authorized which expression shall, where the context so admits, include its successors-in-interest and permitted assigns;

AND

The [NAME OF COMPANY / SHARE REGISTRAR / TRANSFER AGENT] incorporated in [NAME OF THE CITY] as a [NAME OF SHARE REGISTRAR] having its registered office at [REGISTERED MAILING ADDRESS] through its [DESIGNATION OF THE COMPANY], [NAME OF THE PERSON] duly authorized, which expression shall, where the context so admits, include its successors-in-interest and permitted assigns;

Issuer and REGISTRAR /TRANSFER AGENT are collectively referred to as the “Parties”, and individually as a “Party”

WHEREAS the Issuer is desirous of appointing share registrar/transfer agent for ordinary shares of the Issuer (“A” & “B” class) and hereby appoints R/TA as its share registrar/transfer agent to perform the services relating to its shares and other Securities issued from time to time and to handle its corporate functions as more particularly hereinafter provided;

WHEREAS the R/TA is a share registrar/transfer agent which has the requisite expertise and is willing to provide the aforesaid services for the Issuer.

NOW THEREFORE, the parties hereto have entered into this Agreement for provision of services as enunciated in this Agreement, by R/TA on the following terms and conditions:

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS UNDER:

1. KEEPING AND MAINTENANCE OF DOCUMENTS

The Issuer shall, within 20 (twenty) days from the date of signing of this Agreement, and in such manner and form as may be required by R/TA, transfer to R/TA all of its corporate records, Register, books, files (both electronic and hard copies) and all other pertinent materials and documents (including, but not limited to, all the records and documents relating to or in the possession of the Issuer as provided in Schedule I) (hereinafter referred to as the “Records”) which are required by R/TA for performing the Share Registrar/Transfer Agent Services or any other services as provided in Schedule II to this Agreement and other ancillary services relating thereto (hereinafter referred to as the “Services”) and/or which may otherwise be necessary or useful for performing such Services as aforesaid, and R/TA will take

charge of keeping and maintaining such Records that show transactions, dealings, receipts and transmission of documents, applications and correspondence in accordance with law.

2. SCOPE OF SERVICES

2.1 The Services to be provided by **R/TA** to the **Issuer** pursuant to this Agreement as provided hereunder and detailed in **Schedule II**, shall be subject to such revision, amendment or substitution as the Parties may agree in writing from time to time.

2.2 **R/TA** will carry out and provide the services as aforesaid at [REGISTERED ADDRESS] or at from such other location as may be notified to the **Issuer** from time to time provided that not less than **30 (thirty)** days notice shall be given if the Services as aforesaid are to be provided (in whole or in part) or from some other location or address.

2.3 **R/TA** shall provide reports to the **Issuer**, as and when reasonably required by them, provided that the request has been made in writing.

3. REMUNERATION

3.1 The remuneration charged for the Services including any costs and additional charges shall be determined in accordance with the tariff submitted as set out in **Schedule III**.

3.2 Processing fee for CDC deposit of share certificates as set out in **Schedule III** will be charged on a monthly basis based on certificate approved / rejected during the month.

3.3 Migration of R/TA Services Charges will be payable by the **Issuer** to R/TA on one-time basis in accordance with the tariff as set out in **schedule III** after completion of Migration activities by **R/TA**.

3.4 Tariff relating to public offering and corporate actions for cash dividend, bonus & right issue have not been included in this Agreement, which will be accounted separately with the mutually consent between the parties i.e. **Issuer** and **R/TA** as and when required by the **Issuer**.

3.5 **The Issuer** shall ensure that all payments for the Services are made to **R/TA** according to the provisions set out in this Agreement.

3.6 All amounts payable by the **Issuer** under or pursuant to this Agreement will be billed at the end of each calendar month. Payment is to be made within **20 (twenty)** days from date of receipt of particular bill by the **Issuer**. If payment (in whole or in part) for any **2 (two)** consecutive monthly payments is delayed or denied by the **Issuer**, **R/TA**, by giving

7(seven) business days' notice, may suspend the provision of any Services under or pursuant to this Agreement until such time as payment is not made in full.

- 3.7 Dispatch cost of routine and bulk post charges, Commission and any other charges related to postage will be directly paid by the **Issuer** to respective authorized postal / courier service after verification of dispatch volumes provided by **R/TA**. The **Issuer** will directly pay cost of paper and printing of certificates, notices etc to the vendor.
- 3.8 All Central Depository Company applicable annual fees and charges under CDC Regulations or any other charges levied by CDC in consideration of the facilities and services provided to the **Issuer** (in the capacity of CDS Element) by CDC are to be paid by the **Issuer** to CDC in accordance with the fees and Deposits Schedule and / or any other charges within the specified time. In addition, Government applicable levied duties and taxes on the part of the **Issuer** will be borne by the **Issuer**.

4. NOTICES AND COMMUNICATION

- 4.1 If at any time, **R/TA** receives any notice or communication from any authority whatsoever (including, but not limited to, the Securities and Exchange Commission of Pakistan, Stock Exchanges), **R/TA** shall forthwith inform the **Issuer** of the same, and the latter shall be obligated to issue the necessary or requisite instructions to **R/TA** in that regard, and **R/TA** shall thereupon comply with the same provided such instructions are lawful and within the parameters of this Agreement. If **Issuer** fails or refuses or unreasonably delays the giving of any instruction, or gives instructions which cannot be implemented by **R/TA** or which may in the view of the parties expose **R/TA** to any loss, injury or damage, the **Issuer** shall indemnify **R/TA** against any loss, damage or injury that it may suffer as a result thereof except for the negligence or misconduct of **R/TA**.
- 4.2 Notwithstanding anything contained in Clause 4.1, if at any time **R/TA** considers it necessary so to do, it shall, with prior notice & permission to **Issuer**, which shall not unnecessarily be withheld, be entitled to communicate with any authority whatsoever (including, but not limited to, SECP and the Stock Exchange) in respect of any matter relating to, or arising out of the Services provided or to be provided by **R/TA** under this Agreement, or in its capacity as Share Registrar/Transfer Agent of the **Issuer**, and in any such communication, **R/TA** shall be entitled to communicate or provide to any such authority whatsoever (including, but not limited to the Securities and Exchange Commission of Pakistan, Stock Exchanges).
- 4.3 The provisions of Clause 4.1 and 4.2 shall, mutatis mutandis, apply to any notice or communication received from any person who is or claims to be a member, shareholder, holder of any other security or creditor of **Issuer**.

5. REPRESENTATIONS AND WARRANTIES

5.1 The **Issuer** represents and warrants to **R/TA** that:

- (i) all information and Records provided to **R/TA** pursuant to this Agreement are true and correct in all respects, and **R/TA** is entitled to forthwith act on the same and in reliance thereof, without prejudice to the preceding sentence, if at any time **R/TA** finds any inaccuracy, deficiency or mistake in the information and Records provided, or believes that the information or records are inaccurate or deficient in any respect, **R/TA** shall forthwith inform the **Issuer** and the **Issuer** shall be bound to immediately take all necessary steps and/or actions required to rectify the mistake, deficiency, discrepancy or error;
- (ii) that there have been no violations or contraventions of any applicable laws, rules and regulations on part of the **Issuer**;
- (iii) it has full power, authority and legal right to incur the obligations, to execute and deliver and to perform and observe the terms and provisions of this Agreement and that this Agreement has been duly authorized, executed and delivered by it;
- (iv) it shall assist **R/TA** to perform the Services in accordance with this Agreement;
- (v) there is no impediment, in or outside Pakistan, which has material adverse effect on the ability of **Issuer** to duly discharge its obligations under this Agreement.

5.2 **R/TA** represents, and warrants to the **Issuer** that:

- (i) it has full power, authority and legal right to incur the obligations, to execute and deliver and to perform and observe the terms and provisions of this Agreement and that this Agreement has been duly authorized, executed and delivered by it;
- (ii) it is experienced, competent and qualified and possesses the required professional expertise, organization and knowledge, and shall employ able, skilled, efficient and experienced personnel to perform the Services in accordance with the provisions of The Balloters, Transfer Agents and Underwriters Rules, 2001 issued by the SECP and this Agreement;
- (iii) it shall provide and perform the Services promptly and in a proper and efficient manner and in the manner agreed to in this Agreement;
- (iv) it shall perform the Services in close co-operation and harmony with the **Issuer**, its representatives, officers, employees, agents and service providers, and shall ensure that its personnel adhere to and abide by the guidelines, instructions and directions communicated to **R/TA** by the **Issuer** from time to time within the parameters of this Agreement;

- (v) it shall not retain any information or other documents, materials or other information (or copies thereof) for the benefit of any person other than the **Issuer**;
- (vi) there is no impediment which has material adverse effect on the ability of R/TA to duly discharge its obligations under this Agreement.

6. INDEMNITY

- 6.1 Each Party, shall indemnify the other Party and its officers, members, directors and/or employees against and hold each of the foregoing harmless from at all times after the date hereof, any and all losses incurred, suffered or sustained arising out of any negligent or intentional act or omission by such Party or its representatives, nominees, agents, employees and consultants in connection with this Agreement or the breach or infringement of any intellectual or patent rights, copyrights, designs, trademarks or names or other protected rights uses in connection with this Agreement; or arising out of or in connection with its performance of its obligations under the breach of any material terms and conditions of this Agreement.
- 6.2 Any fines or other penalties incurred by R/TA for non-compliance of **Issuer** with any applicable law, rules or regulations shall be reimbursed by **Issuer** on first written demand without recourse and forthwith. However, the R/TA shall inform the issuer prior to incurring any such penalty and payment shall be subject to permission of the issuer.
- 6.3 Any fines or other penalties incurred by **Issuer** for non-compliance of R/TA with any applicable law, rules or regulations shall be reimbursed by R/TA / adjusted from monthly invoices by **Issuer** on first written demand without recourse and forthwith. However, the **Issuer** shall inform the R/TA prior to incurring any such penalty and payment shall be subject to permission of the R/TA.

7. CONFIDENTIALITY

- 7.1 From time to time during the performance of this Agreement, it will be necessary for the Parties to provide each other with confidential information. Confidential information means and includes information and data transferred from one Party to the other under this Agreement that must be treated by the receiving Party as strictly confidential, if it has been marked with the word “Confidential” or if the disclosing Party has indicated that the information and/or data should be treated as confidential when disclosing it and hereafter confirms the same in writing or that the receiving Party is aware or should reasonably be aware it is confidential. Confidential information includes digital, electronic, oral and visual information. Confidential information is and shall at all times remain the property of the disclosing Party. No use of any confidential information is permitted except as provided herein and no grant under any proprietary rights is hereby given or intended. In summary For purposes of this Agreement, Confidential Information means all information (in whatever format

and however obtained) which: (i) relates to this Agreement; (ii) is designated as confidential by either Party; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of either Party (including customer data) and which may reasonably be regarded as confidential information of the disclosing Party. Confidential Information does not include any information which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction and not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or (iii) is lawfully in the possession of the receiving Party at the time of disclosure and not otherwise subject to restriction on disclosure.

In this regard the Party shall:

- 7.1.1 keep and maintain in the strictest confidence all such confidential information and not disclose the same to any third party, except as authorized in advance by the original disclosing Party in writing;
- 7.1.2 restrict disclosure of confidential information to employees who have a “need to know” the same in performing under the Agreement. Such confidential information shall be handled with a high degree of care;
- 7.1.3 use confidential information only as required in the performance of the Agreement;
- 7.1.4 prior to disclosing any confidential information in accordance with any due legal process or the rules of any Stock Exchange, the Party intending to make such disclosure shall immediately notify the other Party to enable such other Party to seek a protective or exemption order. Prior to making any such disclosure, the Party intending to make such disclosure shall allow the other Party to review the same;
- 7.1.5 Confidential information shall be considered confidential for a period of 3 (three) years from the termination or expiration of the Agreement;
- 7.1.6 The obligation to maintain confidentiality shall not apply to disclosures required to be made by either party in compliance with any applicable laws, rules or regulations or fulfillment of any directives or instructions by any regulatory authority or compliance with any judgment order or decree of any court of competent jurisdiction.

8. TERM

This Agreement will commence from **July 01, 2018 to June 30, 2021** for **3 (three)** years and shall remain in full force and effect and may be renewed for further two terms.

9. TERMINATION

Either Party may terminate this Agreement at any time by giving not less than **3 (three)** months prior written notice. Upon any such notice (whether from the **Issuer** or **R/TA**), **R/TA** shall be bound (subject to the terms of this Agreement) to continue providing the relevant Services under this Agreement for a period upto the expiry of the notice period (unless a shorter period is agreed by the **Issuer**), and shall upon the termination of such period, be bound (but subject to the clearance and payment of all amounts due and payable to **R/TA** by the **Issuer** under and in terms of this Agreement) to hand over to the **Issuer** all the Records (both electronic and hard copies) and all other pertinent materials and documents to the **Issuer**.

10. SURVIVAL

All accrued rights of a Party shall survive the expiry or termination of this Agreement as shall all Clauses that by their nature are intended to do so, including, without limitation, obligations of Indemnity, Confidentiality and Dispute Resolution.

11. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Parties in relation to the Services and no variation of this Agreement shall be effective unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties.

12. ASSIGNMENT AND SUBCONTRACTING

This Contract is personal to the Parties and no rights, obligations or responsibilities hereunder shall be assigned, transferred, licensed or subcontracted to any other entity.

13. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement unless the intent of the Parties is thereby destroyed.

14. FORCE MAJEURE

14.1 Should any circumstances arise which prevent any of the Parties from the complete or partial fulfilment of their respective obligations under this Agreement such as fire, calamity, war, military action of any character, blockade or any other circumstances beyond the control of the Parties (herein after referred to as the "Force Majeure") the stipulated obligations shall be extended for a period of such circumstances duration. If the above circumstances last for more than **3(three)** months each party shall have the

right to refuse any further fulfilment of their obligations under the Agreement and in such case neither of the Parties shall be entitled to make a demand upon the other Party for any possible losses.

- 14.2 The Party claiming Force Majeure shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than **03 (three)** working days after the date on which such Party knew or should reasonably have known of such event of Force Majeure and that it would materially and adversely affect the performance by it of its obligations or the enjoyment by such Party of its rights under or pursuant to this Agreement.
- 14.3 Neither Party shall be excused pursuant to this Clause 14 for any failure or delay in complying with its obligations under or pursuant to this Agreement unless the notice mentioned in Clause
- 14.4 above shall have been given, provided, however, that, if the said notice shall have been given within the period mentioned in Clause 14.2 such Party shall be excused for such failure or delay pursuant to Clause 14 from the commencement of the relevant event of Force Majeure. Provided that the payment accrued to **R/TA** up to the point of occurrence of Force Majeure shall be paid by the **Issuer as determined by the Issuer**.
- 14.5 The Parties shall use their reasonable endeavours to mitigate the effects of any event of Force Majeure affecting the enjoyment by either Party of its rights or the performance by it of its obligations under this Agreement and consult with each other with a view toward resolving the condition created by such Force Majeure in a mutually satisfactory manner.

15. DISPUTE RESOLUTION

- 15.1 In the event of any difference or dispute arising under or in connection with this Agreement, the same shall first be resolved through amicable negotiations to be held at Karachi by referring it to a mediation committee comprising of nominees, one each from **R/TA** and **Issuer** and a third person, an outsider to chair the committee with mutual consent of the Parties. Party invoking this Clause shall issue notice to the other Party wherein its nominees shall be identified. The Party aggrieved shall issue notice of such negotiation to the other specifying the matter in controversy, and request resolution within **30(thirty)** days of receipt of such notice by the other. The mediation committee shall endeavor to resolve the dispute within **30(thirty)** days of its constitution.
- 15.2 In the event the Parties are unable to reach an agreement under Clause 15.1 above by mediation, all disputes shall be settled through arbitration in Karachi; by two arbitrators, one each to be appointed by the **R/TA** and the **Issuer** and an umpire to be appointed by

the arbitrators. The arbitration would be conducted in English and shall be governed by the Arbitration Act, 1940.

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

17. Taxes and Duties

The R/TA shall be entirely responsible for all taxes, duties and other such levies imposed on income / sales by the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan or any other relevant authority on any payment made by Issuer to R/TA under this agreement or otherwise.

18. COMPLIANCE WITH LAW

In performing under this Agreement, Parties shall comply with all laws, rules, regulations, bye laws or directives which constitute the applicable law.

19. WAIVER

The waiver of any breach of or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver or a waiver of any other breach of the same or any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

20. GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with Laws of Pakistan. The parties also submit to the exclusive jurisdiction of the Court at Karachi.

21. NOTICES

Any notice to be given by any Party to the other shall be given in writing through courier, registered post, e-mail or fax at the addresses or numbers or facsimile number (as the case may be) of that other party set opposite its name below:

To: **REGISTRAR /TRANSFER AGENT**
Address: [COMPLETE ADDRESS]
Facsimile Number: + [NUMBER(S)]
E-mail; [E MAIL ADDRESS]
Attention: NAME AND DESIGNATION

To; **ISSUER**
Address: PIA Building,Head Office, Karachi Airport, Karachi.
Facsimile Number: + (9221) 99242310 / 34575712
E-mail; secretary@piac.aero
Attention: Secretary -PIACL

Or at such other address (or facsimile number) as the party to be served may have notified (in accordance with the provisions of this clause) for the purposes of this Agreement.

22. INTERPRETATION

22.1 This Agreement consists of main body and **Schedules I through IV** hereto, which Schedules constitute an integral part of this Agreement.

22.2 In the event of conflict between the main body of this Agreement and any of the Schedules hereto, both shall be construed harmoniously.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the date first mentioned above.

For and on behalf of

Pakistan International Airlines
Corporation Limited (Issuer)

Name: _____

Title: _____

For and on behalf of

[NAME OF SHARE REGISTRAR TRANSFER
AGENT]

Name: _____

Title: _____

WITNESSES (ISSUER SIDE):

(1)
Signature:

Name:

CNIC

WITNESSES (SHARE REGISTRAR SIDE) :

(1)
Signature:

Name:

No: CNIC

No:

(2)
Signature:

Name:

(2)
Signature:

Name:

CNIC

No: CNIC

No:

SCHEDULE I

Share Registrar Services - Records

Permanent Records

1. Members' Register (Computerized)
2. Manual / Computerized Specimen Signature and Power of Attorneys of active security holders
3. Securities Allotment Register (IPO Bonus and Right, etc)
4. Dividend Entitlement Register
5. Certificates, dividend warrants, letter of rights, notices, etc returned undelivered
6. Documents related to the issuance of duplicate certificates
7. Ballot Register - IPO (if any)
8. Zakat Declarations received from security holders
9. Tax Exemption Certificates received from security holders

Records returned to the Issuer periodically

1. Cancelled certificates, cancelled transfer deeds and security deposit forms (SDFs) whose relevant Securities have been deposited into CDS
2. Certificates which are cancelled due to their Splitting, Consolidation and Renewal.
3. Transfer Deeds whose Securities are transferred in physical form. Securities Transfer / Deposit Registers
4. Subscribed and Undelivered Letter of Rights after issuance of right shares
5. Specimen Signature Cards and Power of Attorneys of inactive security holders
6. Filed letters / correspondence made with security holders
7. Successful and unsuccessful Application Forms received from applicants in Initial Public Offering (IPO) of Securities
8. Mailing Lists
9. Miscellaneous documents

SCHEDULE II

Scope of Service / General Functions

1. Issue of computerized transfer receipts against share certificate lodged for transfer.
2. Re-verification of transferor signature at the time of transfer.
3. Maintenance of shares transfer register.
4. Posting of transfers to members register.
5. Provide periodic balance of members registers.
6. Endorsing the transferred share certificate.
7. After endorsement, sending share certificate(s) for Director's signature. The frequency and method of dispatch would be agreed in advance.
8. Signed Share Certificate(s) from the client to be delivered to Shareholders against duly discharged transfer receipt.
9. Recording changes in registered mailing addresses of Shareholders.
10. Maintaining records of Zakat Exemption Declarations, Tax Exemption and sending confirmations to the Shareholders.
11. Maintaining bank mandate records, lodged by the Shareholders for crediting cash dividends / cheque directly in to their bank accounts.
12. Consolidating / Splitting of Share Certificate(s).
13. Issue of duplicate share certificates against appropriate indemnities in place of share certificates reported lost / stolen / misplaced / mutilated / spoiled.
14. Transmission of shares of deceased Shareholders in favor- of their bonafied nominee / successors/ against appropriate legal documents.
15. Day to day dealing of Shareholder's quires and correspondence.
16. Maintain computerized Members' Register as required under provisions of Section 119 and 120 of the Companies Act, 2017.
17. Verification of Shareholder's signature at the Annual General Meetings and Extraordinary General Meetings.
18. Custody of undelivered share certificates, dividend warrants, etc.
19. Security Allotment Register (IPO, Bonus and Right etc.).
20. Ballot Register (if any).
21. Computerization of record of all folio numbers of founding shareholders (whose folio number starts from alphabetic order), including certificate holding register containing certificate Number, Distinctive Numbers, and Number of shares.
22. Take all physical record of active / existing Founding shareholders until its computerization, all record will be returned to the Issuer after its computerization.

23. Maintenance of specimen signatures of all active physical security holders in physical form and also in electronic form against their folio details. SHARE REGISTRAR will scan signature in electronic form free of cost.
24. Dealing with security holders on CUSTOMER Service Counters, telephone, email and through post.
25. Maintenance of incoming and outgoing correspondence with shareholders in computerized mailing system, a built-in component of Share Registrar System.
26. Verification of physical security holders' signatures on Transfer Deeds and Proxy forms, etc.
27. Deposit of physical certificates into CDS in book entry form as required under Section 74 of the Companies Act, 2017, and Regulation # 8.3 and 12A of CDCPL Regulations.
28. Processing issuance of duplicate certificates and dividend warrants against appropriate indemnities and fulfillment of formalities.
29. Process of split / Consolidation / Renewal of share certificates.
30. Calculation of dividend Entitlements and payments to security holders.
31. Processing of issuance / credit of Bonus Shares / Certificates to physical security holders / CDS account holders, with fractional share payment (if required).
32. Processing / handling of Right issue including dispatch of letter of Rights to security holders with fractional shares payment (if any).
33. Custody of undelivered share certificates dividend warrants, etc.
34. Preparation of reports related to the Securities and security holders.
35. Taking attendance of Security Holders in statutory meeting, Annual General Meeting (AGM) and Extraordinary General Meeting (EOGM) of Security Holders held under the provisions of Various Sections of the Companies Act, 2017 and as per various Rules of PSX Rule Book, Circular(s)/Direction(s) of SECP.
36. Other standard Share Registrar Department activities such as dispatch of Accounts, Notices of General Meeting etc.
37. Withdrawal of Securities (approval / rejection) as per CDCPL Regulation 8.7.
38. Provide softcopy of all physical transactions of Transfer, Deposits into CDS of CDC, Issuance of Duplicate Share Certificates Splitting Consolidation etc., along-with complete list of members (including Beneficial Owners,)), should be provided to the Issuer on quarterly basis for safe custody / record purpose, without charging any cost.
39. To provide list of all transactions processed into CDS of CDC through email on daily basis.

SCOPE OF WORK FOR INITIAL DEPOSIT / WITHDRAWAL OF SHARES IN THE CENTRAL DEPOSITORY SYSTEM

1. Issue computerized receipts to the lodger after checking the physical number of share certificates and number of shares.
2. Checking / Matching certificates numbers, distinctive number, number of shares along with relevant transfer deeds with the Securities Deposit Form (SDF).
3. Checking of share transfer stamps affixed on transfer deeds.
4. Re-verification of transferor's signature on transfer deed upon deposit.
5. Ensure genuineness of physical share certificates.
6. Checking / matching certificates numbers and numbers of shares with computer generated report of central depository system provided by participant with SDF.
7. Data entry of shares on the transfer register of the existing system showing Central Depository System as the transferee and then on the Central Depository System, each Share certificate would have to be approved as valid or in-valid for deposit / transfer.
8. Generation of computer two provisional transfer registers, first as per securities deposit form sequence, second as per sequence of Central Depository System.
9. First Provisional transfer register to be compared / checked with share certificate.
10. Second provisional transfer register to be compared / checked with the Computer generated report of central depository system.
11. After checking of provisional transfer registers the authorized, in-charge / person will approve transfer / posting of shares in sales accounting system.
12. Posting / rejection of transfers in central depository system.
13. Endorsement of accept / rejected column on Securities Deposit Form (SDF).
14. Printing of central depository system posting report of shares for delivery to participant along-with security deposit form.
15. All the scripts which are physically surrendered by the shareholders will have to be properly cancelled / bound and stored by the issuer. The duration of retaining the cancelled scripts may be advised by our legal department.
- 16. WITHDRAWAL OF SHARES FROM CDC;**
 - a) Issue computerized receipts to the lodger after checking the two securities withdrawal form and two computer generated reports.
 - b) Checking / matching of withdrawal form with the computer generated report of Central depository system received from participants.
 - c) Checking of share transfer stamps affixed on securities withdrawal form.
 - d) Generation of provisional transfer register.
 - e) Provisional transfer registers to be compared / checked with Central Depository Corporation withdrawal form and posting of shares in Shares Accounting System.
 - f) Checking of final transfer register with computer generated report of securities withdrawal form.

- g) Posting / rejection of securities withdrawal form.
 - h) Location of appropriate distinctive numbers available in Central Depository Company for transfer of shares and issuing share certificates against withdrawal.
 - i) Printing of share certificates after positing on Central Depository System and Share Accounting System any certificates and distinctive numbers, available in central depository company may be allotted to the share certificates could also be issued in block lots.
 - j) Delivery of share certificates to the Shareholder with one copy of Securities Withdrawal Form.
17. ISSUANCE OF BONUS / RIGHT SHARES & PROCESSING / PAYMENT OF CASH DIVIDEND
- d) Bonus Issue
 - e) Right Issue
 - f) Dividend Payment

GENERAL COMPLIANCE, FUNCTIONS & REPORTS

- Annual List of Members to the Pakistan Stock Exchange, providing a list of members of physical & CDC Account and Sub Account (including IAS) Holders as on December 31, each year to Pakistan Stock Exchange in compliance of Rule 5.7.2 (b) of Rule Book of PSX.
- Pattern of Shareholding - Preparing pattern of shareholding and provide to Issuer to make it part of the Director's Report under the provisions of Rule 17 (4) (i) of the Public Sector Companies (Corporate Governance) Rules, and Companies Act, 2017.
- Free Float of Shares - Submission of requisite input into the CDC Free-Float functionality is entered in a timely manner to enable the Pakistan Stock Exchange to access the number and break-up of Free-Float shares of the company on quarterly basis i.e. as on March 31, June 30, September 30 and December 31 each year, within fifteen (15) days of close of each quarter after verification of issuer. Submitted report shall be provided to the issuer.
- Reconciliation of holding between Members Register and Central Depository Register - Reconciling holdings of CDC Nominee folio in Member's Register with the holding in CDS in Compliance of Regulation # 13.7 of CDCPL Regulations on a regular basis and confirm to CDC in case of difference. Also confirming six monthly positions to CDCPL.
- Alpha Index Register - Maintaining the register for Issuer under the provisions of the Section 120(1) of the Companies Act, 2017
- Prepare Form-A (Annual Return of Company having Share Capital), as require by Securities and Exchange Commission of Pakistan (SECP), according to the requirements of the Registrar and the Commission, also prepare for SECP eServices for online submission to Registrar and the Commission.
- Election of Directors required under Section 159 of the Companies Act, 2017, with all IT based support i.e. development of software, ballot paper, all related reports for Management.
- Mailing List and Labels - Provision of mailing list of security holders (city wise details) on plain paper and adhesive labels, as and when required by Issuer.
- Standard compliance and reports - Performing standard R/TA functions and providing various reports related to Security Holders, /Securities, Transactions, Entitlements etc.
- Handling of Unclaimed Cash Dividend and Shares as mentioned in the Section 244 of the Companies Act, 2017.

NOTE: Tariff must include all above mentioned Functions, Services Compliance, Activities etc mentioned in Schedule II of this Agreement i.e. Scope of Service / General Functions, Scope of Work for Initial Deposit / Withdrawal of Shares in the Central Depository System and General Compliance, Functions & Reports

SCHEDULE III

Tariff for Share Registrar Services

SCHEDULE IV

LIST OF PERSONS AUTHORIZED FOR NOTICES / COMMUNICATIONS

Issuer:

<u>S. #</u>	<u>Name</u> <u>Designation, Tel. #, Fax # & Email</u>	<u>Signature</u>
01	Mr. Muhammad SHUAIB Secretary - PIACL Pakistan International Airlines Ph. (92-21) 99044850 Fax # : (92-21) 99242310 Email: secretary@piac.aero	_____
02	Shah Jehan Indher Assistant Secretary, PIA Pakistan International Airlines Ph.(92-21) 99045190 Fax # : (92-21) 99242375& 34575712 Email: asstt.secretary@piac.aero	_____

Special instructions:

Singly authorized

R/TA:

<u>S. #</u>	<u>Name</u> <u>Designation, Tel. #, Fax # & Email</u>	<u>Signature</u>
01	NAME _____ DESIGNATION _____ Ph. _____ Fax _____ Email: _____	_____
02	NAME _____ DESIGNATION _____ Ph. _____ Fax _____ Email: _____	_____

Special instructions:

Singly authorized

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.

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager Procurement)
Supply chain Management
Pakistan International Airlines
Karachi.

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for _____, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIA the amount of Security as specified in the contract which shall continue to be held by PIA until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by PIA the Earnest Money held by PIA shall stand forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

N.I.C. # _____

Seal _____

Date _____