



Airport Hotel  
Sky rooms (private) limited (A PIACL Subsidiary)  
Purchase Department  
Tel: +92-21-34570141-5, 34578405-9  
Fax: 34578401

E-mail: [purchasemgr.sr@piac.aero](mailto:purchasemgr.sr@piac.aero)

Website: [www.airporthotel.com.pk](http://www.airporthotel.com.pk)

**Tender Ref No. APH-PUR-WATER TANKER-02-2025**

**Tender Cost Rs 10,000/- (Non-refundable)**

**Earnest Money Rs. 300,000 must be submitted with Technical Proposal (Refundable)**

## **CORRIGENDUM**

### **INVITATION TO BID**

Skyrooms (Private) Limited, Airport Hotel Karachi invites bids through EPADS and sealed envelope from renowned (eligibility as per bidding documents) Vendors via "Single Stage Two Envelope Basis". Bidding documents containing detail terms and conditions, etc. are available electronically and can be downloaded from:

- **Airport Hotel website** [www.airporthotel.com.pk](http://www.airporthotel.com.pk)
- **PPRA website** [www.ppra.org.pk/active-tenders](http://www.ppra.org.pk/active-tenders)
- **EPADS-PPRA website** [www.eprocure.gov.pk](http://www.eprocure.gov.pk) through **Supplier Login**

Bid should be submitted electronically through PPRA e-Pak Acquisition & Disposal System (**EPADS**). Additionally, hard copy of the bid along with Original Earnest Money and Tender Fee instrument **MUST BE** submitted with technical bid to **the Office of Manager Purchase, Purchase Department, Airport Hotel Karachi** on or before **15-Feb-2025 at 11:00 am**. Bids will be opened on the same day **15-Feb-2025 at 11:30 am**.

The manual submission of bid without E-PADS is NOT allowed and will be rejected. Bid received after stipulated date & time shall not be considered. The Airport Hotel will not be responsible for postal delays.

### **INSTRUCTIONS TO BIDDERS [MUST READ CAREFULLY]**

After Submission of bids through E-PADS, following evidences are required:

- E-PADS submission \_\_\_\_\_ (Yes / No)
- Tender Fee: PKR \_\_\_\_\_ (Yes / No)
- Earnest Money: \_\_\_\_\_ (Yes / No)
- Quality Tender Samples (Qty) \_\_\_\_\_ (Yes / No)
- Technical Literature (If applicable) \_\_\_\_\_ (Yes / No)
- Company Profile \_\_\_\_\_ (Yes / No)
- Certifications \_\_\_\_\_ (Yes / No)
- Authorizations \_\_\_\_\_ (Yes / No)

M/s. \_\_\_\_\_  
\_\_\_\_\_

**SUBJECT: ANNUAL REQUIREMENT FOR THE SUPPLY OF WATER TANKER FOR  
THE YEAR 2025-2026 AT SKYROOMS (PRIVATE) LIMITED,  
AIRPORT HOTEL KARACHI.**

**Dear Sir,**

We are pleased to invite your sealed bid for the items listed in the Annex "A". In case of more than one schedule separate bid for each schedule should be furnished. The terms & conditions of the tender / supplies are given below: -

**Submission of tender:**

1. Send your bids on "Single Stage Two Sealed Envelope Basis" addressed to Manager Purchase, Purchase Department, Airport Hotel Karachi on or before **15-Feb-2025 at 11:00 am**.
2. The bid must be applied and submitted through E-PADS, hard copy of the bid in sealed envelope may be sent to the office of Manager Purchase, Purchase Department, Airport Hotel Karachi on or before **15-Feb-2025 at 11:00 am**.
3. You may also be sent hard copy of your bid through registered courier, which must reach before the closing date and time as mentioned above.
4. Bids will be opened on **15-Feb-2025 at 11:30 hours**, on the same day in the presence of bidders (optional).
5. Both Technical & Financial Proposals should be sealed with scotch tape with authorized signature.
  - a) Tenders must be in two separate sealed envelopes;  
✓ (Technical Proposal)     with Tender Reference Number  
✓ (Financial Proposal)     with Tender Reference Number.
  - b) Note: All bidders must mention Tender Ref No, date of opening & item description on their courier envelope, (strict compliance).
6. Tenders received after stipulated date & time shall not be considered. The Airport Hotel, Karachi will not be responsible for any postal delays.
7. The decision of **General Manager Airport Hotel** in this respect shall be final and binding for all bidders.

**Earnest Money:**

1. The bid must be accompanied by **Rs.300,000** having been deposited in the form of a Pay Order [from any scheduled bank] and must be payable at Karachi Pakistan in lieu thereof in the name of M/s. Airport Hotel, Karachi as interest-free Earnest Money (Refundable) with **Technical Proposals.**
2. **Please Note:**
  - a) *Earnest Money in any other shape shall not be accepted.*
  - b) *Earnest Money deposited against a running contract(s) purchase orders(s) shall not be transferred as Earnest money for any other tender.*
  - c) *Any tender without Earnest Money, shall not be considered.*

### **Performance Guarantee / Security Deposit (for successful bidders):**

1. The successful bidders upon award of Contract / Purchase Order will be required to furnish in the amount of Rs. (2% of total tender value) as interest free in shape of Pay Order of an equivalent amount or a Bank Guarantee for an equivalent amount countersigned by the Head Office of the Bank and to remain valid for 3-months after the expiry period of the Contract.
2. The Earnest Money already held can be converted into a Security Deposit and balance amount if any shall be deposited as above.

### **Preparation of tender:**

1. Bid will be opened on "Single Stage Two Envelopes" basis. All bidders must submit two sealed envelopes "Technical proposal and Financial Proposal" on specified tender opening date/time.
2. Technical Proposal will be opened on same date, whereas Financial Proposal will remain sealed till the evaluation of technical proposal and samples according to the specifications. The unsuccessful bidder's financial would be handed over without opening.
3. Financial Proposal of only those bidders will be opened whose sample are found acceptable and technically qualified. The financial bid opening date would be later communicated to bidders.
4. Technical proposal will be evaluated by the Evaluation Committee of Skyroom (Private) Limited, Airport Hotel Karachi. The results of the evaluation will be communicated to all bidders as per laid down procedures.
5. Technical and Financial Evaluation Reports as per PPRA Rule-35 will be uploaded on both E-PADS, PPRA and APH websites.

### **Financial Proposal having following documents:**

1. The Annexure "A" duly filled in, signed and sealed.
2. Item category that the supplier is unable/not able to supply or does not have the provision to supply for, should be marked as N/A. The remaining table should be filled as per supplier stock capacity.
3. Earnest money
4. Undertaking on 100-rupee stamp paper.
5. Bidder may submit prices as per segregated Annexure.

### **Technical Proposal having following documents "Mandatory Requirement":**

1. Tender Fees Pay Order of Rs 10,000/- [Non-Refundable] - On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No, date, Earnest Money & amount.
2. Fixed Earnest Money amounting **Rs 300,000** of Total Bid Value in shape of Pay Order [issued from any scheduled bank] as Earnest Money [Refundable / InterestFree] - On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No, date, Earnest Money & amount.
3. Quality samples, if required (**non-returnable**)
4. Company profile with registration certificate
5. Copy of GST, SRB & NTN Certificate,
6. FBR registration
7. Client list
8. No litigation letter / Undertaking on company letter head

All information about the material proposed to be supplied must be given as required in the schedule to tender. The tender will not be considered if complete information required is not given therein. Particular attention must be paid to delivery time. Authorized Signatures of individual signing the tender and other documents connected with the contract must specify whether signing as:

- a) Sole Proprietor or his attorney.
- b) A registered active partner of the firm or his attorney.
- c) For the firm per procreation.
- d) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.
- e) In any query without hesitate you will contact / emails mentioned concerned officer.
- f) The Tenderers must indicate whether it's firm/company/organization etc. is registered with Skyrooms (Private) Limited, Airport Hotel, or not. If registered then specify Skyrooms (Private) Limited, Airport Hotel Registration number.

**Prices:**

- a) The Prices quoted must be net as per accounting unit as shown in the Annexure of tender, inclusive of all duties / taxes, packing, and delivery charges for free delivery to Skyrooms (Private) Limited, Airport Hotel. However, if GST is applicable, same should be shown separately.
- b) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- c) The Prices must be stated for each item separately both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 120 days. (Extendable in line with PPRA Rules)
- e) Rates must be written on Airport Hotel prescribed form otherwise Bids will not be entertained.
- f) Correction White Fluid or Over Writing strictly is not allowed otherwise tender will be rejected/ not-considered, moreover, hand written tenders/quotations will also not be accepted.
- g) For foreign bidders, rates will be converted into local currency at the date of financial opening & will be locked till completion of P.O supplies.

**Acceptance of tender:**

Sky rooms (Private) Limited, Airport Hotel does not pledge itself to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations or accept the tenders at rates on lowest individual items or extend the date of opening / cancel as per PPRA Rules.

Yours truly,  
For: Sky rooms (Private) Limited, Airport Hotel  
Manager Purchase SRL

Encl:

1. Tender Annexure "A" complete form (as applicable)
2. Terms & Conditions
3. Mandatory Requirement
4. Undertaking [If attached with tender]
5. Draft Agreement

Note: *Prescribed Tenders form for the subject item may be directly downloaded from <http://web.airporthotel.com.pk> / or [www.ppra.org.pk](http://www.ppra.org.pk) websites. EPADS-PPRA website [www.eprocure.gov.pk](http://www.eprocure.gov.pk) through Supplier Login*

## **ANNEXURE-A**

### **SUPPLY OF "SWEET WATER TANKER"**

<b>S.NO</b>	<b>DESCRIPTION</b>	<b>No. of Tanker</b>	<b>SAMPLE REQUIRED</b>	<b>RATE IN FIGURE (Exclusive of All applicable Taxes)</b>	<b>AMOUNT</b>
1	SWEET WATER (6000 Gallon)	1,200	500 ml bottle filled with sweet water for testing		

**Note: The above quantities are subject to change as per demand.**

#### **Mandatory Requirement**

- Hydrant Facility Approved from KWSB.
- Experience of at least 5 years in the concerned field.
- Service Providers ensure that the water supplied is without any contamination and is fit for human Consumption.
- Must be registered in FBR.

#### **Who can supply:**

- Water Providing Companies.

#### **Sample to be Submitted on technical proposal opening date:**

- Sample to be submitted as per the requirement of the Airport Hotel
- Samples required as mentioned in Annexure "A"
- Sample will be evaluated by the technical committee.

#### **Other Terms & Conditions:**

- Sky rooms (Private) Limited, Airport Hotel reserves the right to inspect/visit the facilities of the vendor at any time during the currency of the contract for inspecting HSE / Quality Standards.
- Sky rooms (Private) Limited, Airport Hotel Evaluation Committee will inspect/visit the storage / warehouses of the Vendors for necessary verification.
- Items found below the required specs shall be rejected / returned without any liability to Sky rooms (Private) Limited, Airport Hotel.
- Sky rooms (Private) Limited, Airport Hotel security pass for vehicles and employees is the responsibility of the vendor
- Supplier staff delivering goods must wear a clean uniform (including shoes and company logo/identity). A fine of 2% on each supply will be imposed in case of non-compliance.
- SRL is authorized to waive off minor deviation from any term(s) / condition(s) in respect of all bidders.
- Partial Delivery is not acceptable only in some cases acceptable incase delivery is delayed 2% of the PO amount will be deducted.

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 the above-mentioned items is 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 \_\_\_\_\_

**General Terms & Conditions:**

- Annexure "A" is an integral part of tender and should be duly filled, signed and stamped by bidder.
- All bidders are required to quote rates on prescribed Annexure "A" format.
- All participants are required to quote rates inclusive of all Government taxes and GST, in case where taxes are not quoted, the bidder should mention "rates exclusive of taxes".
- All bidders must quote single rate and advice on best possible delivery period.
- Quoted rates must be firm and fixed in all aspects
- Quotation must be valid for 120 days from the date of technical proposal opening.
- Quantity may increase or decrease by 10% to 15% is not the upper limit.
- Bid will be awarded on lowest rate basis / (item wise) whichever is lowest.
- Item qualification is subject to evaluation by providing sample to determine required quality by SRL and item found below SRL standard shall be rejected.
- Airport Hotel reserves the right to ask vendor for further product samples for best possible evaluation.
- Bidder must fulfill documentary requirements as per Airport Hotel procedure.
- Supply to be directly delivered to Airport Hotel, Karachi and must comply with laws of Pakistan.
- Payment will be carried out between 30 days on submission of bills.
- Airport Hotel, security pass for vehicle and employees is the responsibility of vendor.
- Supplier staff delivering good must wear clean proper uniform (including shoes) and company logo/identity otherwise fine of 02% per supply will be imposed.
- Delivery should be made in between 10:00 am to 4:00 pm.
- All sort of stamp duty will be borne by the manufacturer / authorized dealer of manufacturer/ distributor / general order supplier.
- If goods / services are found not up to the mark, below the desired quality / standards or not supplied as per sample submitted, Hotel Management has the right:
  1. To impose penalty / fine to Vendor
  2. Cancel the Contract
  3. Blacklist the Vendor
  4. The Hotel Management decision under this clause shall NOT be subjected to arbitration.
- Goods received at Store, if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected goods would be provided as per delivery schedule laid down in the contract. The replacement will be provided without any additional cost.
- If the firm withdraws its offer or backs out from providing items won by the firm until contract is finalized, the Competent Authority may place such firm under Embargo for a period of six months, which may extend up to one year / forfeit the bid security.

- “Force Majeure” means any event, act / or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days Email / Letter of its commencement. The Purchaser has the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure”.
- If the supplier fails to deliver any or all of the goods by date(s) of delivery or perform the related services within the period specified in the contract, the Airport Hotel may take following action:
  1. To impose penalty / fine to Vendor
  2. Cancel the Contract
  3. Blacklist the Vendor
  4. Make risk purchasing (amount will be deducted from Vendor bill)
  5. The Hotel Management decision under this clause shall NOT be subjected to arbitration.
- Hotel management reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA rules 2004 without thereby incurring any liability to the affected Bidder. Moreover, past performance of the firms may also be considered.

**NOTE:**

1. If any stage documents provided by participants found tempered / bogus Earnest Money deposited will be forfeited.
2. Manufacturer / Authorized dealer of Manufacturer / Authorized Distributor / General Order Supplier registered with sales tax authorities is allowed to participate with all related documents at the time of technical opening.
3. All Bidders Should fulfill every column and attach the relevant documents along with the proposals
4. The bidder not fulfilling and/all of the above shall be declared non-responsive / disqualified. In addition to this all terms and conditions should be complied with by the Bidder.

## TECHNICAL EVALUATION CRITERIA

### General Experience

S.NO	DESCRIPTION	MARKS	Marks Obtained
01	Past performance with client	10	
	<b>Total Marks</b>	<b>10</b>	

### Enlistment and Registration

S.NO	DESCRIPTION	MARKS	MARKS OBTAIN
01	NTN Registration	10	
02	GST Registration	10	
03	FBR Registration	10	
	<b>Total Marks</b>	<b>30</b>	

### Related Work Filed Experience

S.NO	DESCRIPTION	MARKS	MARKS OBTAIN
01	1-2 years	05	
	3-10 years	10	
	<b>Total Marks</b>	<b>10</b>	

### Facility/ Registrations

S.NO	DESCRIPTION	MARKS	MARKS OBTAIN
01	Hydrant Facility Owned	10	
02	Registered with KWSB	10	
	<b>Total Marks</b>	<b>20</b>	

### Transportation/vehicles for delivery

S.NO	DESCRIPTION	MARKS	MARKS OBTAIN
01	Own Vehicles Facility	10	
	<b>Total Marks</b>	<b>10</b>	

### Bank Statement

S.NO	DESCRIPTION	MARKS	MARKS OBTAIN
01	Turnover of 1 million PKR	20	
	<b>Total Marks</b>	<b>20</b>	

	<b>TOTAL MARKS</b>	<b>100</b>	
	<b>QUALIFYING MARKS</b>	<b>70</b>	



[RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER]

[Enclose with Technical proposal]

**General Manager**

**Airport Hotel Karachi**

V5V3+RJ2, Star Gate Rd, Faisal Cantonment, Karachi, Karachi City,

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

We / I, the undersigned bidders do hereby confirm, agree, and undertake to do t h e following in the event our / my tender, for \_\_\_\_\_ is approved and accepted: -

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 APH to do so.

That all expenses in connection with the preparation and execution of the contract including stampduty will be burned by us/me.

That we / I shall deposit with APH the amount of Security as specified in the contract which shall continue to be held by APH until three months after the expiry of the contract period.

That in the event of our / my failure to execute the formal contract within the period of Seven days specified by APH the Earnest Money/Security Deposit held by APH shall stand forfeited and we / I shall not question the same.

<b>Bidder's Signature</b>	
<b>Name in Full</b>	
<b>Designation</b>	
<b>Cell No:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Phone No</b>	
<b>Fax No</b>	
<b>N.I.C. #</b>	
<b>Seal</b>	
<b>Dated</b>	

## INTEGRITY PACT / DISCLOSURE CLAUSE

Must be printed on company Letter Head – [Submit with Financial Proposal]

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works.

M/s. \_\_\_\_\_ the Manufacturer / Authorized Distributor / Seller / Supplier / Contractor / Super Store 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 it affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from 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 arrangement with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The 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.

## **AGREEMENT**

### **Effective Subject to Approval by the management of Skyrooms (Private) Limited, Airport Hotel**

THIS AGREEMENT is made on \_\_\_\_ (Date) \_\_\_\_\_ between Skyrooms (Private) Limited, Airport Hotel, a company incorporated and registered under the companies Act 1913 (now Companies Ordinance 1984) having its registered office at Airport Hotel, Karachi near old terminal building-1 (hereinafter called "Airport Hotel") of the one part and M/s \_\_\_\_ (Supplier) \_\_\_\_\_ having its registered office at \_\_\_\_\_ (Place) \_\_\_\_\_ (hereinafter called the "The supplier") of the other part.

WHEREAS, the Skyrooms (Private) Limited, Airport Hotel required supply of \_\_\_\_ (category/Items) \_\_\_\_\_ products.

And whereas Supplier has offered the provisioning of material as precisely described in the attached "Schedule I" thereof for each item in required quantity and quality and whereas the supplier has represented to and assured Skyrooms (Private) Limited, Airport Hotel that it has the capability to supply the material desired/required by Skyrooms (Private) Limited, Airport Hotel, and whereas Skyrooms (Private) Limited, Airport Hotel has accepted the offer extended by the supplier upon terms and conditions set herein below:

#### **ARTICLE – 1: TERMS OF THE AGREEMENT**

This agreement is valid for one year effective from \_\_\_\_\_ and remains valid till \_\_\_\_\_, unless sooner terminated under the provision of this Agreement. The first term agreement is also extendable by Skyrooms (Private) Limited, Airport Hotel if deemed necessary, for another two terms on the same rates, terms, and conditions subject to mutual agreement and management's approval.

#### **ARTICLE – 2: TERMINATION OF THE AGREEMENT**

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving **60 days written notice** to the other party with assigning any reason or cause thereof.

#### **ARTICLE – 3: PRICES**

Skyrooms (Private) Limited, Airport Hotel agrees to accept the material/services as per the agreed rates described in the annexed Schedule(s). These rates shall include Sales, Tax, Delivery Charges, and any other charges/taxes required to be paid on any material supplied or services performed under this Agreement and shall remain firm and final for the duration of this Agreement which shall not be enhanced by the supplier on any account whatsoever. However, on provision by the supplier of all related Govt. notifications and the support of their applicability on him or their products in writing, all taxes/levies such as Sales Tax, Octroi, or taxes under any name levied on the product by the Federal, Provisional or Local governments, or added to the existing taxes after the prices quoted will be added to the quoted prices and applied accordingly to the bills/invoices. Similarly, the benefit of all Federal-Provincial, or Local government taxes, withdrawn from the existing taxes, after the price quoted in the tender will be passed on to Skyrooms (Private) Limited, Airport Hotel by subtracting them from the bills/invoices.

#### **ARTICLE – 4: PAYMENT**

Payment in respect of supply shall be made by Finance Manager Airport Hotel Karachi, within 30 days of the submission of the pre-receipted / certified bills along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable goods, which are to be drawn strictly in conformity with the orders placed by the concerned department under this Agreement. The payment(s) shall be made to the supplier after deduction of all required Government taxes or fees levied by any Federal / Provincial Government or its authorities.

## **ARTICLE – 5: SECURITY DEPOSIT**

The supplier shall provide a Pay Order in the name of Skyrooms (Private) Limited, Airport Hotel, or bank guarantee of equivalent to 2% of the bid value as a bid security amount in lieu of cash or insurance as demanded by the SRL. If an irrevocable Bank Guarantee is provided as security, then the validity of this bank guarantee may be replaced by another irrevocable Bank Guarantee as a security deposit with a validity period equal to the duration of the contract plus 180 days. However, upon successful completion of the contract and not further extended, the bank guarantee, etc. will be returned within 90 days.

Skyrooms (Private) Limited, Airport Hotel shall always have a lien to this deposit to recover any amount in case the Supplier fails to comply with any or all provisions of this Agreement or any other extension thereof. Skyrooms (Private) Limited, Airport Hotel shall have the right to recover/adjust all liabilities of the supplier from the amount deposited or bank guarantee furnished by the supplier.

## **ARTICLE – 6: RECOVERIES**

When any amount is recoverable from the Supplier due to risk purchase or any other default under this Agreement, then Skyrooms (Private) Limited, Airport Hotel shall intimate the same to the supplier with supporting reasons and evidence. The supplier shall have a right to review the such claim and extend its reservations or acceptance within 15 days of receipt of such intimation. In the event of acceptance of Skyrooms (Private) Limited, Airport Hotel shall be entitled to deduct such amount from the pending bills of the Supplier.

## **ARTICLE – 7: MODE OF SUPPLY**

- a) Supply is to be made on as and when required basis. The requirement will be provided two days in advance and the time of delivery of material, as specified on the Skyrooms (Private) Limited, Airport Hotel Purchase Orders / Receipt Forms will have a cushion of 24 hours which shall be followed by the Supplier. These requirements shall be in line with the Monthly projections of Skyrooms (Private) Limited, Airport Hotel referred to in Article 9.
- b) The supplier's employee/s bringing deliveries of frozen products supplies will bring, without fail, copies of delivery challans along with the supplies to fulfill documents / check formalities.
- c) Products from the supplier's delivery vehicle shall be offloaded within two hours of arrival of the vehicle at the Purchaser's specified location and shall not be detained beyond two hours. In the event the products are not offloaded within two hours then the supplier shall have the right to return without off-loading the products and such non-delivery will not be considered default at part of the Supplier.

## **ARTICLE – 8: HYGIENIC STANDARD**

- a) The items supplied shall be in conformity with the quality standards laid down in "**Schedule / Annexures A & B**" in respect of physical specifications and in respect of microbiological specifications for each product. In the event of non-conformity, the relevant batch of supplies shall be replaced by the supplier at its own cost. The samples for testing standards specified herein will be taken promptly at the time of arrival of supplies; sealed samples will be retained both by Skyrooms (Private) Limited, Airport Hotel, and the Supplier for submitting to an expert laboratory for microbial specifications.
- b) Material is to be brought in clean and hygienically fit crates/cartons covering as per defined guidelines to be handed over to the Supplier.
- c) The supplier's employees entering Skyrooms (Private) Limited, Airport Hotel Building for delivery of fresh supplies would be in clean uniform/clothes as per defined guidelines to be handed over to the Supplier.

- d) In case of non-compliance with any of the above conditions the supplier shall be notified in writing specifying the deficiency. In case the deficiency is not rectified within 15 days of notification a fine up to 2% of supplies value shall be imposed and intimated to the supplier and the same will be deducted from the Supplier's bills.

## **ARTICLE – 9: DELIVERY**

TIME IS THE ESSENCE OF THIS AGREEMENT. All deliveries shall be completed as specified in the mode of supply described herein below or the delivery schedule given in the purchase order/requisitions, which, however, will be in conformity with Article 7. Unless otherwise agreed, delivery of the material under this agreement shall be made at Skyrooms (Private) Limited, Airport Hotel. Airport Hotel shall give monthly projections of requirements for each item/product etc. to the supplier 7 days before the start of the month. Should the supplier fail to deliver any supplies within the stipulated time as mentioned in the delivery schedule or any extension thereof, Skyrooms (Private) Limited, Airport Hotel shall be entitled at its sole discretion to purchase from elsewhere such supplies at the risk and expenses of the Supplier as provided herein below:

- a) That in case of any delay in delivery beyond 24 hours of the delivery schedule by the Supplier, Manager Purchase shall have the right to carry out risk purchase underwritten intimation to the supplier.
- b) If the Supplier fails to supply less than 75% of an ordered quantity of the delivery schedule, Skyrooms (Private) Limited, Airport Hotel has the right to carry out Risk Purchase underwritten intimation to the supplier.
- c) In order to avoid a risk purchase situation on account of reasons given in (a) and (b) above, Skyrooms (Private) Limited, Airport Hotel will maintain a stock of three days for contingencies; and in case of unavoidable situation Skyrooms (Private) Limited, Airport Hotel may exercise the right of risk purchase and will take necessary steps diligently to obtain fair price as prevalent in the market.
- d) In case of action is taken as mentioned above, the Supplier shall be liable and account for any reasonable price difference which may result from such transaction.
- e) As soon as it is apparent that the delivery schedule cannot adhere to the Supplier shall request Skyrooms (Private) Limited, Airport Hotel for the extension of the delivery period, 24 hours before the expiry of the time of delivery schedule. Skyrooms (Private) Limited, Airport Hotel may allow such additional time if it considers that the reason for the delay is justified and not detrimental to its interest.
- f) The annual quantities mentioned in the annexed schedule(s) may increase/decrease up to 15% according to the requirement of the Skyrooms (Private) Limited, Airport Hotel, and the Supplier agrees to supply the same accordingly. There will be no compensation for decreased quantity.
- g) Supply is to be made strictly as per specifications given in the Purchase Order(s). The employees of the Supplier bringing deliveries will deliver the same along with copies of delivery challans to fulfill the checking formalities.

## **ARTICLE – 10: TEST REPORT**

It is hereby agreed that the supplier will provide a chemical test report about the item delivered to Skyrooms (Private) Limited, Airport Hotel every six months if required by SRL Airport hotel Karachi.

## **ARTICLE – 11: INSPECTION**

- a) All supplies shall strictly conform to specifications. In the event of non-conformity, inspection will be carried out by the authorized representatives of Skyrooms (Private) Limited, Airport Hotel, and the supplier jointly, in reference to the batch numbers, production date, delivery dates, storage condition, etc.
- b) If as a result of testing or checking, any supplied items/article is found to be of substandard quality and/or not in accordance with the specification because of the reasons solely attributable to the supplier, Skyrooms (Private) Limited, Airport Hotel shall have the right to reject the same. Skyrooms (Private) Limited, Airport Hotel will then allow the Supplier to replace the supplied material within 24 hours without extra cost to Skyrooms (Private) Limited, Airport Hotel. In the event the Supplier fails to replace the quantity, Skyrooms (Private) Limited, Airport Hotel may buy the quantity of supply so rejected from elsewhere at the risk and cost of Supplier, underwritten intimation to the Supplier. Purchases thus made may exceed the contracted rates but shall be reasonable.
- c) Verdict regarding rejection, acceptance, and/or deviation of supplies delivered as confirmed by the joint committee of authorized representatives of Skyrooms (Private) Limited, Airport Hotel, and the supplier shall be binding on the parties. However, if the Supplier desires to appeal against the decision of such rejection, he may appeal to CEO/Executive Director, Skyrooms (Private) Limited, Airport Hotel within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of CEO/ Executive Director, Skyrooms (Private) Limited, Airport Hotel shall be final and binding on the Supplier.
- d) All the above-said liabilities of the Supplier are without prejudice to its other present / future liabilities arising from this Agreement whether due to performance and/or non-performance of its contractual obligation(s) or otherwise.

## **ARTICLE 12: INDEMNITY**

The Supplier undertakes and agrees to indemnify and hold harmless Skyrooms (Private) Limited, Airport Hotel, its officers, and agents from and against all claims, demands, liabilities, damages, and expenses of any nature whatsoever, arising out of or resulting from this Agreement whether due to performance / non-performance of any services under this Agreement by the Supplier, its employees or its agents or otherwise. In any case, the obligation on the part of the Supplier to indemnify shall be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses, etc. are proven to have been attributed beyond doubt solely to the Supplier.

## **ARTICLE 13: INSOLVENCY AND BREACH OF CONTRACT**

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

## **ARTICLE – 14: SCHEDULE**

For all intents and purposes, the schedule(s) annexed herewith shall form an integral part of this Agreement and the Supplier shall be bound to fulfill all the terms and conditions stipulated therein. Any

deviation from the terms and conditions incorporated in the annexed schedule(s) or other parts of the Agreement shall be deemed to be a violation of this Agreement on the part of the supplier.

#### **ARTICLE – 15: FORCE MAJEURE**

Except as provided under this Agreement neither party shall be liable for any failure or delay in performing their obligation(s) due to any cause beyond its reasonable control including without limitation, fire, the act of a public enemy, war, rebellion, insurrection, the act of God, the act of state or of the judiciary.

#### **ARTICLE – 16: BRIBE**

Any bribe, commission, gifts, or advantages given, promised, or defrayed by or on behalf of the Supplier or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or Skyrooms (Private) Limited, Airport Hotel, for showing or for bearing to show favor or disfavor to any person in relation to his or any other agreement as aforesaid shall subject the Supplier to the cancellation of this and all or any other contract and also to the payment of an amount to be decided by Managing Director, Skyrooms (Private) Limited, Airport Hotel as damages and the decision of the said Managing Director in this respect shall be final and binding on the supplier

#### **ARTICLE – 17: INTEGRITY PACT / DISCLOSURE CLAUSE** (On the Letterhead of the Supplier)

##### **Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractors & 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 the 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 the Government of Pakistan under any law, contract, or other instruments, be voidable at the option of Government of Pakistan.

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

**ARTICLE – 18: ASSIGNMENT AND EXCLUSIVITY**

The Supplier Shall Not Sublet, transfer or assign this Agreement to any other party without prior written permission of Skyrooms (Private) Limited, Airport Hotel.

If the supplier assigns this Agreement to any other party wholly or partly in contravention of this Article, Skyrooms (Private) Limited, Airport Hotel in its discretion may terminate this Agreement and/or black list the debar the Contractor for future to execute any contract with Skyrooms (Private) Limited, Airport Hotel

**ARTICLE – 19: WAIVER**

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

**ARTICLE – 20: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT**

The person signing this agreement or any other document forming part of this Agreement on behalf of the Supplier shall be deemed to warrant that he has the authority to do so from the Supplier, and if on inquiry, it is revealed that the person so signing had no authority to do so. Skyrooms (Private) Limited, Airport Hotel may without prejudice to other legal rights/remedies cancel the agreement without notice and hold the signatory liable for all costs and damages.

**ARTICLE – 21: CORRESPONDENCE**

The Supplier will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of Skyrooms (Private) Limited, Airport Hotel, or otherwise except the Deputy General Manager Commercial and General Manager (CPC) regarding any matter arising from this or any other Agreement with Skyrooms (Private) Limited, Airport Hotel. The Supplier may carry on correspondence with the designated officials of the User Department.

**ARTICLE – 22: NOTICE**

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

	<b>Supplier</b>
Purchase Manager	_____
Skyrooms (Private) Limited	_____
Airport Hotel Head Office	_____
Karachi Airport, 75200	_____
E-mail: <a href="mailto:purchasemgr.sr@piac.aero">purchasemgr.sr@piac.aero</a>	_____

**ARTICLE – 23: APPLICABLE LAW**

This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

**ARTICLE – 24: GOVERNING LAWS & DISPUTE RESOLUTION**

- a) This agreement shall be governed and interpreted in accordance with the Laws of Pakistan.
- b) The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Karachi.



c) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. CEO/ Executive Director Skyrooms (Private) Limited, Airport Hotel, or his nominee shall be the sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement Skyrooms (Private) Limited, Airport Hotel may continue to utilize subject matter services of the agreement from the Contractor during the pendency of the Arbitration.

**ARTICLE – 25: PPRA ACT & RULES**

PPRA Act & Rules shall be followed, in true letter & spirit, in the process of awarding the contract.

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

**For and on behalf of**

**Skyrooms (Private) Limited, Airport Hotel**

Signature & Seal \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

**WITNESS:**

Signature \_\_\_\_\_

Name (in Block letters) \_\_\_\_\_

C.N.I.C. No \_\_\_\_\_

Address \_\_\_\_\_

**For and on behalf of**

**SUPPLIER** \_\_\_\_\_

Signature & Seal \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

**WITNESS:**

Signature \_\_\_\_\_

Name (in block letters) \_\_\_\_\_

C.N.I.C. No \_\_\_\_\_

Address \_\_\_\_\_