

## **Pakistan International Airlines**

Supply Chain Management Department,
PIA Booking Office Peshawar Cantt – 25000 - Pakistan
Tel: 091 9214043,
E-mail: pewpppk@piac.aero,

REF: PEW/SCM/1346/2025/02 Dated: 20-03-2025

Tender Cost: PKR 10,000.00 (for local bidders)

Tender Fee to be placed in Technical Bid

## **INVITATION TO TENDER & INSTRUCTION TO TENDERERS**

Subject: <u>Tender Documents For The Procurement Of Office Stationery Items At Peshawar Station</u>

(Supply Should Be Make As And When Required Basis)

Pakistan International Airlines Corporation hereby invites quotation through E-PADS along with sealed bids from eligible stationery supplier, importer and authorized distributor for supply of following miscellaneous stationery items to PIA Peshawar Office on as and when required basis throughout the contract period(s).

Tender documents and RFP can be accessed on following:

a. PIA websites. <a href="www.piac.com.pk">www.piac.com.pk</a>b. PPRA website <a href="www.ppra.org.pk">www.ppra.org.pk</a>

c. E-PADS-PPRA website <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a> under supplier login

Bids should be submitted electronically through E-PADS (Mandatory) along with sealed bids on or before **April 22, 2025, till 10:30 LT** at following addresses.

Note: Manual submission of bid without E-PADS is NOT ALLOEWD.

**Technical Bids** will be opened on the same day at **11:00 hrs LT** in presence of all participating bidders who have already submitted bids through E-PADS.

After evaluation of technical proposals, the "Financial Proposal" of technically qualified bidders/suppliers will be opened on the mutually agreed date of Station Committee.

PIACL reserves the rights to reject or cancel one or all Tenders.

In case of any queries, please feel free to contact on below address.

**Assistant Manager** 

Domestic Store, Supply Chain Management Department Office PIA BUILDING 33 The Mall Peshawar Cantt TEL # 0092 91 9214043

email: pewpppk@piac.aero



## **SUBMISSION OF TENDER**

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

## **EARNEST MONEY**

The Tender should be accompanied with a pay order of *PKR 30,000* deposited in terms of a Pay Order payable at Peshawar in lieu thereof in the name of **M/S PAKISTAN INTERNATIONAL AIRLINES** (NTN 0803450-8) as interest free Earnest Money (Refundable) in Financial Proposals/ EPADS. 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. Alltenders without Earnest Money shall not be considered.

## **SECURITY DEPOSIT**

The successful tenderers upon award of Contract / Purchase Order will be required to furnish in the amount equivalent to PKR 95,000 as interest free Security deposit 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 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount shall be deposited as above.

#### PREPARATION OF TENDER

Tender 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 through EPADS. Technical Proposal will be opened on same date, whereas Financial Proposal will remain sealed tillthe evaluation of samples by PIA Management. Evaluation report will be uploaded on PPRA/PIA website.

## Financial Proposal should have following documents.

- a) The Schedule "A" / Rates duly filled in, signed and sealed.
- b) Pay Order for Earnest Money PKR 30, 000 (Refundable).

## **Technical Proposal should have following documents.**

- a) Tender Fees Pay Order of RS. 10,000 (NON REFUNDABLE).
- b) Company profile, Copy of GST & NTN certificate and technical literature.

The outer cover of envelopes should bear address of the Assistant Manager Domestic Store SCM, PIA Booking Office 33-The Mall Peshawar Cantt – Pakistan, Tender reference number, opening date and company name.

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:

- 1. Sole Proprietor or his attorney.
- 2. A registered active partner of the firm or his attorney.
- 3. For the firm per procreation.
- 4. As secretary, Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.
- 5. The Tenderers must indicate whether its firm / company / organization etc is registered withPIA or not. If registered then specify PIA Registration number.



#### **PRICES**

- 1. The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all duties / taxes, packing, octroi and delivery charges for free delivery to Domestic Store SCM, PIA Booking Office 33-The Mall Peshawar Cantt Pakistan. However, if GST is applicable, same should be shown separately.
- 2. The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- 3. The Prices must be stated for each item separately **figures** in Pakistan Currency. Additionalinformation, if any must be linked with entries on the Schedule to Tender.
- 4. Offers must be valid for 180 days.
- 5. Quotation must be written on PIA prescribed form otherwise Bids will not be entertained.
- 6. Quoted rates must be valid for one year supplies after receiving LOI/Purchase Order.
- 7. Note: Under PPRA Rule 38A, (incorporated newly by PPRA Authority):
- 8. A bidder may offer unconditional discount, in percentage of their quoted price or bids, before opening of the financial proposal.
- 9. The discounted bid price shall be considered as original bid for evaluation being integral part of the bid.
- 10. No offer of discount shall be considered after the bids are opened.

## **ACCEPTANCE OF TENDER**

PIA do not pledge themselves to accept the lowest tender and reserve the right to accept or reject any or alltenders / quotations, divide business among more than one supplier or accept the tenders at rates on lowestindividual items or extend the date of opening with assigning reason.

Yours truly,

For Pakistan International Airlines

## **General Manager (Procurement)**

Encl: 1) Evaluation Criteria Mandatory Annexures

- 2) Tender Schedule-C & D
- 3) Draft Contract Agreement

### Notes

Prescribed Tenders form for the subject item may be directly downloaded from PIAC / PPRA/EPADS website.

- 1. PIA Tender web link https://piac.com.pk/corporate/sales-procurement/tenders
- 2. www.ppra.org.pk
- 3. https://eprocure.gov.pk



## **EVALUATION CRITERIA MANDATORY**

#### **ANNEXURES**

## Annex – A Organizational Information

	Organization Inforn	nation
SN	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
	General / Provincial Sales Tax Number	
		Public Sector Organization
	What is the legal status of your organization?	Section 42 Company
5	Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Ltd. Company
		Private Ltd. Company
		Private Partnership Firm
		Others (Please specify)
6	Name and designation of 'Head of Organization'	
	Mobile:	
	Phone/s:	
7	Email:	
	Fax:	
	Address of organization:	
	Website address:	
	Name and designation of 'Contact Person':	
	Phone/s:	
8	Mobile:	
	Email:	
	Fax:	





Annex – B Eligibility Response Checklist

	Eligibility Check List					
Sr. No	Eligibility Criteria Details	Response/Elaboration/Proof Required	Attached Supporting Documents/Proof and mark Yes/No			
		I	Yes	No		
1	The bidder must have local presence/office in <b>PESHAWAR</b> Khyber Pakhtoonkhwa . (Provide the details on the letter head)	(Provide the details on the letter head)				
2	Active Tax payer copy of last 3 years tax return are required.	(Copy of Tax Return Required)				
3	Must not be blacklisted by any government/ semi- government/autonomous body/ any organization	(Declaration on stamp paper)				
4	Provide NTN, GST/KPRA details, if applicable.	(Copy of Registration is required).				
5	Pay Order/ Bank Draft / CR of PKR 30,000/- (equal to 2%) Bid Security attached with the Financial Proposal in separate sealed envelope.	Original				

• The firm will be selected on the basis of the lowest quoted price of the technically qualified bidders.



REF: PEW/SCM/1346/2025/02 <u>TENDER SCHEDULE "C"</u>

## MUST ATTACH with TECHNICAL Proposal

SN	DESCRIPTION	SPECIFICATIONS	иом	BRAND/MODEL OFFERED
1	AUTO STAMP WITH MACHINE MEDIUM	Officer rubber seal S- 828/23/Equiv	EA	
2	BALL POINT PEN Mix Color	Piano 0.8mm / /Equiv	PKT of 10	
3	COMPUTER PAPER A-4 70 GSM FINE	Copymate /Equiv	RM	
4	COMPUTER PAPER F-4 70 GSM FINE	Copymate /Equiv	RM	
5	CARBON PAPER -100 SHTS	Butterfly, RUBY / equiva	ВХ	
6	CORRECTION PEN	Peliken /Equiv	EA	
7	CALCULATOR CT-9300	CITIZEN 14 Digit / Equiva	EA	
8	DRAFTING PAD A-4 (PLAIN)	Superior Quality	EA	
9	ERASER (RUBBER)	Peliken /Equiv	EA	
10	FILE COVER PAPER/BOX F-4	BEST QUALITY	EA	
11	FILE SEPARATOR SET A-4 SIZE	Best Quality	PKT of 10	
12	GUM STICK UHU 21+ GM	Deli / Equiv	EA	
13	HIGH LIGHTER MIX Color	Mercury /Equiv	EA	
14	INK SMALL BOTTLE	Dollar/Equivalent	ВТ	
15	KEY BOARD NEW- USB Port	HP,DELL/EQUIV	EA	
16	MARKER BOARD ERASABLE Mix Colors	Dollar/Equivalent	EA	
17	MARKER PERMANENT Mix Colors	Dollar/Equivalent	EA	
18	MOUSE PAD	Best Quality	EA	
19	MOUSE LASER -USB Port	A4, HP,DELL/EQUIV	EA	
20	PAPER FLAG Mix Color	Import Quality / Equiv	EA	
21	PAPER CUTTER Medium	SDI / Equiv	EA	
22	PENCIL LEAD HB. with eraser tip	Dollar /equiv	PKT	
23	POINTER PEN Mix Color	Dollar / Equivalent	EA	
24	PAPER PUNCHER -MEDIUM	DELI, DUX / Equiv	EA	
25	QMATIC TICKET PAPER ROLL	Import Quality / Equiv	RL	
26	REGISTER ATTENDANCE -200 Pages Fine	Paper HB, Noble /Equiv	EA	
27	REGISTER -200 Pages	Fine Paper Noble /Equiv	EA	
28	REGISTER -400 Pages	Fine Paper Noble /Equi	EA	



29	RUBBER BAND -Medium 400 GM	Superior quality	PK	
30	SHARPENER Normal size	Dux/equivalent	EA	
31	STAMP PAD	Best quality	EA	
32	STAPLER 24/6	DELI, DUX / Equiv	EA	
33	STAPLE PIN 24/6	DELI, DUX / Equiv	ВХ	
34	TAPE MASKING 2" min 20-yards	Bull, 3M/ Equiv	RL	
35	TAPE TRANSPARENT 1 " min 20-yards	Bull, 3M/ Equiv	RL	
36	TAPE TRANSPARENT 2" min 20-yards	Bull, 3M/ Equiv	RL	
37	TAPE PACKING 2" min 20-yards	Bull, 3M/ Equiv	RL	
38	TONER 12A, 13A, 15A, 35A,	HP / Equivalent	EA	
39	TONER 05A	HP / Equivalent	EA	
40	TONER 17A	HP / Equivalent	EA	
41	TONER 36A	HP / Equivalent	EA	
42	TONER 49A	HP / Equivalent	EA	
43	TONER 51A	HP / Equivalent	EA	
44	TONER 53A	HP / Equivalent	EA	
45	TONER 55A	HP / Equivalent	EA	
46	TONER 59A	HP / Equivalent	EA	
47	TONER 64X	HP / Equivalent	EA	
48	TONER 78A	HP / Equivalent	EA	
49	TONER 79A	HP / Equivalent	EA	
50	TONER 80A	HP / Equivalent	EA	
51	TONER 85A	HP / Equivalent	EA	
52	TONER 87A	HP / Equivalent	EA	
53	TONER REFILLING	Best Quality	EA	
54	RJ45 CONNECTOR	Best Quality	EA	
55	RJ45 CABLE TESTER	Best Quality	EA	

Remarks (if any) regarding products or supplier may attached extra pages if required......



REF: PEW/SCM/1346/2025/02 TENDER SCHEDULE "D"

## Procurement of Stationery Items (Must Attached with Financial Proposal ONLY)

SN	DESCRIPTION	SPECIFICATIONS	иом	UNIT RATE EXCL GST	GST 18%	TOTAL RATE INCL GST in PKR
1	AUTO STAMP WITH MACHINE MEDIUM	Officer rubber seal S-828/23/Equiv	EA			
2	BALL POINT PEN Mix Color	Piano 0.8mm / /Equiv	PKT of 10			
3	COMPUTER PAPER A-4 70 GSM FINE	Copymate /Equiv	RM			
4	COMPUTER PAPER F-4 70 GSM FINE	Copymate /Equiv	RM			
5	CARBON PAPER -100 SHTS	Butterfly, RUBY / equiva	BX			
6	CORRECTION PEN	Peliken /Equiv	EA			
7	CALCULATOR CT-9300	CITIZEN 14 Digit / Equiva	EA			
8	DRAFTING PAD A-4 (PLAIN)	Superior Quality	EA			
9	ERASER (RUBBER)	Peliken /Equiv	EA			
10	FILE COVER PAPER/BOX F-4	BEST QUALITY	EA			
11	FILE SEPARATOR SET A-4 SIZE	Best Quality	PKT of 10			
12	GUM STICK UHU 21+ GM	Deli / Equiv	EA			
13	HIGH LIGHTER MIX Color	Mercury /Equiv	EA			
14	INK SMALL BOTTLE	Dollar/Equivalent	ВТ			
15	KEY BOARD NEW- USB Port	HP,DELL/EQUIV	EA			
16	MARKER BOARD ERASABLE Mix Colors	Dollar/Equivalent	EA			
17	MARKER PERMANENT Mix Colors	Dollar/Equivalent	EA			
18	MOUSE PAD	Best Quality	EA			
19	MOUSE LASER -USB Port	A4, HP,DELL/EQUIV	EA			
20	PAPER FLAG Mix Color	Import Quality / Equiv	EA			
21	PAPER CUTTER Medium	SDI / Equiv	EA			
22	PENCIL LEAD HB. with eraser tip	Dollar /equiv	PKT			
23	POINTER PEN Mix Color	Dollar / Equivalent	EA			
24	PAPER PUNCHER -MEDIUM	DELI, DUX / Equiv	EA			
25	QMATIC TICKET PAPER ROLL	Import Quality / Equiv	RL			
26	REGISTER ATTENDANCE -200 Pages Fine	Paper HB, Noble /Equiv	EA			
27	REGISTER -200 Pages	Fine Paper Noble /Equiv	EA			



28	REGISTER -400 Pages	Fine Paper Noble /Equi	EA		
29	RUBBER BAND -Medium 400 GM	Superior quality	PK		
30	SHARPENER Normal size	Dux/equivalent	EA		
31	STAMP PAD	Best quality	EA		
32	STAPLER 24/6	DELI, DUX / Equiv	EA		
33	STAPLE PIN 24/6	DELI, DUX / Equiv	ВХ		
34	TAPE MASKING 2" min 20-yards	Bull, 3M/ Equiv	RL		
35	TAPE TRANSPARENT 1 " min 20-yards	Bull, 3M/ Equiv	RL		
36	TAPE TRANSPARENT 2" min 20-yards	Bull, 3M/ Equiv	RL		
37	TAPE PACKING 2" min 20-yards	Bull, 3M/ Equiv	RL		
38	TONER 12A, 13A, 15A, 35A,	HP / Equivalent	EA		
39	TONER 05A	HP / Equivalent	EA		
40	TONER 17A	HP / Equivalent	EA		
41	TONER 36A	HP / Equivalent	EA		
42	TONER 49A	HP / Equivalent	EA		
43	TONER 51A	HP / Equivalent	EA		
44	TONER 53A	HP / Equivalent	EA		
45	TONER 55A	HP / Equivalent	EA		
46	TONER 59A	HP / Equivalent	EA		
47	TONER 64X	HP / Equivalent	EA		
48	TONER 78A	HP / Equivalent	EA		
49	TONER 79A	HP / Equivalent	EA		
50	TONER 80A	HP / Equivalent	EA		
51	TONER 85A	HP / Equivalent	EA		
52	TONER 87A	HP / Equivalent	EA		
53	TONER REFILLING	Best Quality	EA		
54	RJ45 CONNECTOR	Best Quality	EA		
55	RJ45 CABLE TESTER	Best Quality	EA		

#### Note.

- I. Successful Bidder is required to pay PKR <u>10,000</u>.00 (non-refundable) Evaluation Report Publication Cost (required to submit after issuance of LoI)
- II. Tender will be awarded on <u>Net TOTAL Amount</u> LOWEST basis. Calculation MUST be DONE in REQUIRED columns.
- III. Samples / Brand Name / Broachers must be required with TECHNICAL Proposal.

Mandatory Requirements (Must attached with Technical Proposal)



Must meet all technical specifications.

#### Supplies should be make "As and when required basis"

- **1.** All participants are required to affirm that:
  - They have quoted the rates inclusive of all GOVT Taxes; but; GST Separately (if applicable).
  - SCM Department (PIA) will not be held responsible for any postal delay.
  - Validity of Quote: Quote must be valid for <u>180</u> Days countable from date of opening of Technical Bid &Extendable according with PPRA Rules.

#### Registration of Firm:

• Participated must be registered with FBR / KPRA (active Tax Payer in GST) as *Importer*, *Distributor*, *Whole Seller*, *Stockiest*, *General Order Supplier* 

Delivery: Delivery must be made as per Schedule given in Purchase Order (As & When Required Basis).

<u>Rejection</u>: Item found below PIA standard shall be rejected / returned at the cost to the vendor. Rates on Bids must be in clear figures.

- <u>Guarantee / Warranty</u>: Guarantee & Warrantee must be provided. (if Applicable)
- <u>Payment Terms</u>: Payment terms NTD (Net Thirty Days). Advance Payment shall not be made for Commercial items. Hence payment term will be NTD after submission of invoices.
- Deduction of Tax: Income Tax will be deducted at source.
- Sample: Company brand Literature /pamphlets may attached in Tech bid.
- Supply shall be as and when required basis for one year from the Approval / P.O. / LOI
- Required / tendered quantity may increase or decrease by 15%.
- Tender Fees Rs: 10,000/- will be applicable in shape of Pay Order Not Refundable
- 2. <u>Declaration by Bidder</u>: We/I hereby affirm that all terms and conditions of the said tender have been read and understood and we /I expressly confirm and agree that our bid is in consonant to the terms and conditions of the tenders.

BIDDER'S SIGNATURE
BIDDER'S NAME
DESIGNATION
ADDRESS
Contact Person



# Supply Chain Management Department Peshawar

# (RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER) (Enclose with technical proposal)

## **General Manager (Procurement)**

Supply Chain Management 1<sup>St</sup> Floor Supply Chain Management (old P&L) Department, Building,Pakistan Intentional Airlines Corporation Limited Head Office J.I.A.P Karachi Airport 75200 Pakistan.

Subject	t: <u>UNDERTAKING TO EXECUTE CONTRACT</u>
Dear Sir,	
1.	We / I, the undersigned bidders do here by confirm, agree and undertake to do following in the event our / my tender for, is approved and accepted:-
	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 borned 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/Security Deposit held by PIA shall stand forfeited and we / I shall not question the same.
	Bidder's Signature
	Name in Full
	Designation
	Cell No:
	Email:
	Address:
	Phone No
	Fax No
	N.I.C. #
	Seal
	Dated





#### 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	th
Manufacturer/	

Authorized Distributor /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 subdivision 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, anycommission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

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

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

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



Ref: PEW/SCM/1346/2025/02

#### **CONTRACT AGREEMENT**

#### Supply of Office Stationary to PIA PEW against Annual Agreement

This agreement is made on this day of, 202_ at Peshawar/Karachi between Pakistan Internationa
Airlines Corporation Limited [a public limited company incorporated and governed under the laws of Pakistar
having its head office at Karachi Airport Karachi (hereinafter referred as "PIA") which expression shall mean and
include its employees, Agents, successors, assigns, or any other person (s) which may derive any title under PIA
(Peshawar);
AND
having its officeto as
"Contractor") which Expression shall mean and include its employees, agents, successors, assigns, or any other
person (s) Which may derive any title under [name of the contractor].
The PIACL and the Contractor may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.  Whereas PIA is desirous of procuring the office stationeries for PIA office situated at PIA Booking
Office Peshawar.
Whereas contractor is the successful bidder for provisioning of office stationeries and
Whereas the contractor has further assured PIA that it has capability and resources to supply to provide the office stationery as prescribed in the RFP to the entire satisfaction of PIA and Whereas PIA

has accepted the bid submitted by the contractor upon terms and conditions set forth herein below:
NOW, THIS DEED WITNESSED AS UNDER

## ARTICLE -1: SCOPE OF THE AGREEMENT

The contractor shall provide required office stationary as mentioned in the schedules attached herewith and made a part and parcel of this agreement hereof at the rates and conditions (which shall remain locked given therein against each type of demand at Peshawar.

#### ARTICLE -2:TERMS OF THE AGREEMENT

- This Agreement shall be valid for a period of **ONE (1)** year commencing from ----- and expiring on -----, provided that PIA may in its sole discretion by a notice in writing extend this agreement for a further period of TWO terms on the same terms and conditions subject to its requirement and / or satisfactory performance of the contractor.
- This Agreement may be terminated by either party by giving to the other a notice in writing of Ninety Days (90 days) without assigning any reason thereof.
- Notwithstanding anything contained in this Agreement, PIA shall have the right to terminate
  this Agreement forthwith upon written through Registered post or facsimile or any other
  generally accepted means of communication in case of any breach of Agreement by the
  Contractor and or any other reason as a consequence of which the contractor becomes
  incapable of performing its obligations.



#### **ARTICL-3: NOTICES**

All Notices for the termination of the Agreement shall be served in writing through Registered A/D post, on the official letter head bearing the signatures and seal of the representatives of the party serving such notice or any other generally accepted means of communication. For the purpose of service of notice, the following shall be official address of the parties.

#### PAKISTAN INTERNATIONAL AIRLINE CORPORATION

Attention: District manager

Khyber Pakhtunkhwa, PIA , Peshawar Cantt.

Email: pewuupk@piac.aero

Copy: General Manager (Procurement)

SCM Department PIA Head Office,

Karachi Airport, Karachi. Email: khijzpk@piac.aero,

**CONTRACTOR** 

Attention: Manager

.....

#### **ARTICLE -4: SECURITY DEPOSIT**

The Contractor shall deposit in Cash/Pay Order a sum Rs. 95,000.00 as performance guarantee in shape of interest free security deposit prior to the execution of this Agreement with Finance Manager PIA Booking Office Peshawar Cantt. This Agreement shall not remain enforce if the contractor failed to pay the security deposit within the time stipulated hereof. PIA shall always have lien on this deposit to comply any recovery and amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof, PIA will refund the security deposit after making necessary recoveries / adjustment of any liabilities that may have arisen out of this Agreement after three months of the completion of the agreement / termination. Finance Manger PEW to ensure Security Deposit submitted by contractor

#### **ARTICLE-5: VARIATION AND AMENDMENT**

This Agreement shall not be varied, modified, altered, amended or supplemented etc. except by the mutual consent of the parties in writing.

#### **ARTICLE -6: PRICES**

Approved Price List against each Office Stationary items to be supplied at PIA PEW

#### Annexure "E" (Annual Fixed Rates)

	Amexare E (Amaurinea Races)					
SN	DESCRIPTION	SPECIFICATIONS	иом	UNIT RATE EXCL GST	GST 18%	TOTAL RATE INCL GST in PKR
1	AUTO STAMP WITH MACHINE MEDIUM	Officer rubber seal S-828/23/Equiv	EA			
2	BALL POINT PEN Mix Color	Piano 0.8mm / /Equiv	PKT of 10			
3	COMPUTER PAPER A-4 70 GSM FINE	Copymate /Equiv	RM			
4	COMPUTER PAPER F-4 70 GSM FINE	Copymate /Equiv	RM			
5	CARBON PAPER -100 SHTS	Butterfly, RUBY / equiva	ВХ			
6	CORRECTION PEN	Peliken /Equiv	EA			



B   DRAFTING PAD A-4 (PLAIN)   Superior Quality   EA	7	CALCULATOR CT-9300	CITIZEN 14 Digit /	EA		
Peliken   Fequiv   EA	8	DRAFTING PAD A-4 (PLAIN)	·	EA		
10   FILE COVER PAPER/BOX F-4   BEST QUALITY		` ,				
11   FILE SEPARATOR SET A-4 SIZE						
12   GUM STICK UHU 21+ GM	11	·		PKT of 10		
13	12	GUM STICK UHU 21+ GM		EA		
14	13	HIGH LIGHTER MIX Color	. ,	EA		
15	14	INK SMALL BOTTLE		ВТ		
MARKER PERMANENT Mix Colors  Dollar/Equivalent  EA  MOUSE PAD  Best Quality  EA  A4,  HP,DELL/EQUIV  PAPER FLAG Mix Color  Import Quality  EA  PAPER PUNCHER -MEDIUM  DELI, DUX / Equiv  REGISTER -400 Pages  REGISTER -400 Pages  Fine Paper Noble /Equiv  RUBBER BAND -Medium 400 GM  SUPErior quality  EA  STAPLER PIN 24/6  STAPLE PIN 24/6  TAPE TRANSPARENT 1" min 20-yards  Bull, 3M/ Equiv  RL  MOUSE LASER -USB Port  HP, Equivalent  EA  A4,  HP,DELL/EQUIV  EA  A4,  HP,DELL/EQUIV  EA  BEST Quality / Equiv  EA  CA  CA  CA  CA  CA  CA  CA  CA  CA	15	KEY BOARD NEW- USB Port	·	EA		
MOUSE PAD   Best Quality   EA	16	MARKER BOARD ERASABLE Mix Colors	Dollar/Equivalent	EA		
MOUSE LASER - USB Port  A4, HP,DELL/EQUIV EQUIV EQUIV EQUIV EA  PAPER FLAG Mix Color  Import Quality / Equiv EA  PAPER CUTTER Medium  SDI / Equiv EA  PAPER PUNCHER - MEDIUM  Dollar / Equiv Equiv EA  MATIC TICKET PAPER ROLL  Import Quality / Equiv EA  MATIC TICKET PAPER ROLL  Import Quality / Equiv EA  REGISTER ATTENDANCE - 200 Pages Fine Paper Noble / Equiv EA  REGISTER - 200 Pages Fine Paper Noble / Equiv EA  REGISTER - 400 Pages Fine Paper Noble / Equiv EA  RUBBER BAND - Medium 400 GM Superior quality EA  STAMP PAD Best quality EA  STAMP PAD Best quality EA  TAPE PIN 24/6 DELI, DUX / Equiv EA  TAPE TRANSPARENT 1 " min 20-yards Bull, 3M/ Equiv RL  TAPE TRANSPARENT 2" min 20-yards Bull, 3M/ Equiv RL  TAPE PACKING 2" min 20-yards Bull, 3M/ Equiv RL  TONER 12A, 13A, 15A, 35A, HP / Equivalent EA  TONER 05A  HP / Equivalent EA  STONER 12A, 13A, 15A, 35A, HP / Equivalent EA  HP / Equivalent EA  STONER 12A, 13A, 15A, 35A, HP / Equivalent EA  HP / Equivalent EA  HP / Equivalent EA	17	MARKER PERMANENT Mix Colors	Dollar/Equivalent	EA		
HP,DELL/EQUIV PAPER FLAG Mix Color Import Quality/ Equiv PAPER CUTTER Medium SDI / Equiv PENCIL LEAD HB. with eraser tip Dollar / Equiv PAPER PUNCHER - MEDIUM DELL, DUX / Equiv EA PAPER PUNCHER - MEDIUM DELL, DUX / Equiv EA PAPER PUNCHER - MEDIUM DELL, DUX / Equiv EA PAPER PUNCHER - MEDIUM DELL, DUX / Equiv EA REGISTER ATTENDANCE - 200 Pages Fine Fine Paper Noble / Equiv Fine Paper Noble / Equiv PR REGISTER - 400 Pages Fine Paper Noble / Equiv PR RUBBER BAND - Medium 400 GM Superior quality PK SHARPENER Normal size Dux/equivalent EA STAMP PAD Best quality EA STAPLE PIN 24/6 DELL, DUX / Equiv BX TAPE TRANSPARENT 1 " min 20-yards Bull, 3M/ Equiv RL TAPE TRANSPARENT 2 " min 20-yards Bull, 3M/ Equiv RL TAPE TRANSPARENT 2 " min 20-yards Bull, 3M/ Equiv RL TAPE TRANSPARENT 2 " min 20-yards Bull, 3M/ Equiv RL TONER 15A, 13A, 15A, 35A, HP / Equivalent EA  STONER 15A, 13A, 15A, 35A, HP / Equivalent EA  COMMITTED TO THE TO	18	MOUSE PAD	Best Quality	EA		
Import Quality / Equiv   EA   EA   EA   Equiv   EA   EA   EA   Equiv   EA   EA   EA   EA   EA   EA   EA   E	19	MOUSE LASER -USB Port		EA		
21 PAPER CUTTER Medium  SDI / Equiv  EA  PENCIL LEAD HB. with eraser tip  Dollar / Equivalent  EA  POINTER PEN Mix Color  Dollar / Equivalent  EA  PAPER PUNCHER - MEDIUM  DELI, DUX / Equiv  EA  COMATIC TICKET PAPER ROLL  Import Quality / Equiv  EA  REGISTER ATTENDANCE - 200 Pages Fine  Fine Paper HB, Noble / Equiv  Fine Paper Noble / Equiv  EA  REGISTER - 400 Pages  Fine Paper Noble / Equiv  RUBBER BAND - Medium 400 GM  Superior quality  PK  STAMP PAD  Best quality  EA  STAPLE PIN 24/6  DELI, DUX / Equiv  RL  STAPLE PIN 24/6  DELI, DUX / Equiv  RL  TAPE TRANSPARENT 1 "min 20-yards  Bull, 3M / Equiv  RL  TAPE PACKING 2" min 20-yards  Bull, 3M / Equiv  RL  TAPE PACKING 2" min 20-yards  Bull, 3M / Equiv  RL  TONER 12A, 13A, 15A, 35A,  HP / Equivalent  EA  CONSTRUCTED TO THE TIME	20	PAPER FLAG Mix Color	Import Quality /	EA		
PENCIL LEAD HB. with eraser tip  Dollar / Equivalent  EA  POINTER PEN Mix Color  Dollar / Equivalent  EA  PAPER PUNCHER - MEDIUM  DELI, DUX / Equiv  EA  CMATIC TICKET PAPER ROLL  Equiv  REGISTER ATTENDANCE -200 Pages Fine  Paper HB, Noble / Equiv  Fine Paper Noble / Equiv  REGISTER -200 Pages  Fine Paper Noble / Equiv  RUBBER BAND - Medium 400 GM  Superior quality  PK  STAMP PAD  Best quality  EA  STAMP PAD  Best quality  EA  STAPLER 24/6  DELI, DUX / Equiv  BX  TAPE MASKING 2" min 20-yards  Bull, 3M/ Equiv  RL  TAPE PACKING 2" min 20-yards  Bull, 3M/ Equiv  RL  TONER 12A, 13A, 15A, 35A,  HP / Equivalent  EA  COMMITTED TO TOWN  PKT  EA  CA  CA  CA  CA  CA  CA  CA  CA  CA	21	PAPER CUTTER Medium	·	FA		
POINTER PEN Mix Color Dollar / Equivalent EA PAPER PUNCHER -MEDIUM DELI, DUX / Equiv EA  MATIC TICKET PAPER ROLL Equiv Paper HB, Noble / Equiv Paper Noble / Equiv REGISTER -200 Pages Fine Paper Noble / Equiv Pier Paper Noble / EA  Duv/equivalent EA  Duv/e			· ·			
PAPER PUNCHER - MEDIUM  DELI, DUX / Equiv  EA  MATIC TICKET PAPER ROLL  Paper HB, Noble / Equiv  REGISTER ATTENDANCE - 200 Pages Fine  REGISTER - 200 Pages  Fine Paper Noble / Equiv  REGISTER - 400 Pages  Fine Paper Noble / Equiv  REGISTER - 400 Pages  REGISTER - 400 Pages  Fine Paper Noble / Equiv  PK  RUBBER BAND - Medium 400 GM  Superior quality  PK  STAMP PAD  Best quality  EA  STAMP PAD  Best quality  EA  STAPLER 24/6  DELI, DUX / Equiv  BX  TAPE MASKING 2" min 20-yards  Bull, 3M/ Equiv  RL  TAPE TRANSPARENT 1" min 20-yards  Bull, 3M/ Equiv  RL  TAPE PACKING 2" min 20-yards  Bull, 3M/ Equiv  RL  TAPE PACKING 2" min 20-yards  Bull, 3M/ Equiv  RL  TONER 12A, 13A, 15A, 35A,  HP / Equivalent  EA		•				
25 QMATIC TICKET PAPER ROLL  26 REGISTER ATTENDANCE -200 Pages Fine  27 REGISTER -200 Pages  28 REGISTER -400 Pages  29 RUBBER BAND -Medium 400 GM  30 SHARPENER Normal size  31 STAMP PAD  32 STAPLER 24/6  33 STAPLE PIN 24/6  34 TAPE MASKING 2" min 20-yards  35 TAPE TRANSPARENT 1" min 20-yards  36 TAPE TRANSPARENT 2" min 20-yards  37 TAPE PACKING 2" min 20-yards  38 TONER 12A, 13A, 15A, 35A,  39 TONER 12A, 13A, 15A, 35A,  HP / Equivalent  EA  Paper HB, Noble Paquiv  EA  Paper HB, Noble Pape						
26 REGISTER ATTENDANCE -200 Pages Fine Paper HB, Noble /Equiv EA	25		Import Quality /			
Figure   Factor   F		•				
27         REGISTER -200 Pages         /Equiv         EA           28         REGISTER -400 Pages         Fine Paper Noble / Equi         EA           29         RUBBER BAND - Medium 400 GM         Superior quality         PK           30         SHARPENER Normal size         Dux/equivalent         EA           31         STAMP PAD         Best quality         EA           32         STAPLER 24/6         DELI, DUX / Equiv         EA           33         STAPLE PIN 24/6         DELI, DUX / Equiv         BX           34         TAPE MASKING 2" min 20-yards         Bull, 3M/ Equiv         RL           35         TAPE TRANSPARENT 1 " min 20-yards         Bull, 3M/ Equiv         RL           36         TAPE TRANSPARENT 2" min 20-yards         Bull, 3M/ Equiv         RL           37         TAPE PACKING 2" min 20-yards         Bull, 3M/ Equiv         RL           38         TONER 12A, 13A, 15A, 35A,         HP / Equivalent         EA           39         TONER 05A         HP / Equivalent         EA	20	REGISTER ATTENDANCE -200 Pages Fille		EA		
28         REGISTER -400 Pages         /Equi         EA           29         RUBBER BAND - Medium 400 GM         Superior quality         PK           30         SHARPENER Normal size         Dux/equivalent         EA           31         STAMP PAD         Best quality         EA           32         STAPLER 24/6         DELI, DUX / Equiv         EA           33         STAPLE PIN 24/6         DELI, DUX / Equiv         BX           34         TAPE MASKING 2" min 20-yards         Bull, 3M/ Equiv         RL           35         TAPE TRANSPARENT 1 " min 20-yards         Bull, 3M/ Equiv         RL           36         TAPE TRANSPARENT 2" min 20-yards         Bull, 3M/ Equiv         RL           37         TAPE PACKING 2" min 20-yards         Bull, 3M/ Equiv         RL           38         TONER 12A, 13A, 15A, 35A,         HP / Equivalent         EA           39         TONER 05A         HP / Equivalent         EA	27	REGISTER -200 Pages	/Equiv	EA		
30 SHARPENER Normal size Dux/equivalent EA  31 STAMP PAD Best quality EA  32 STAPLER 24/6 DELI, DUX / Equiv EA  33 STAPLE PIN 24/6 DELI, DUX / Equiv BX  34 TAPE MASKING 2" min 20-yards Bull, 3M/ Equiv RL  35 TAPE TRANSPARENT 1 " min 20-yards Bull, 3M/ Equiv RL  36 TAPE TRANSPARENT 2" min 20-yards Bull, 3M/ Equiv RL  37 TAPE PACKING 2" min 20-yards Bull, 3M/ Equiv RL  38 TONER 12A, 13A, 15A, 35A, HP / Equivalent EA  39 TONER 05A HP / Equivalent EA	28	REGISTER -400 Pages	•	EA		
31       STAMP PAD       Best quality       EA         32       STAPLER 24/6       DELI, DUX / Equiv       EA         33       STAPLE PIN 24/6       DELI, DUX / Equiv       BX         34       TAPE MASKING 2" min 20-yards       Bull, 3M/ Equiv       RL         35       TAPE TRANSPARENT 1 " min 20-yards       Bull, 3M/ Equiv       RL         36       TAPE TRANSPARENT 2" min 20-yards       Bull, 3M/ Equiv       RL         37       TAPE PACKING 2" min 20-yards       Bull, 3M/ Equiv       RL         38       TONER 12A, 13A, 15A, 35A,       HP / Equivalent       EA         39       TONER 05A       HP / Equivalent       EA	29	RUBBER BAND -Medium 400 GM	Superior quality	PK		
32       STAPLER 24/6       DELI, DUX / Equiv       EA         33       STAPLE PIN 24/6       DELI, DUX / Equiv       BX         34       TAPE MASKING 2" min 20-yards       Bull, 3M/ Equiv       RL         35       TAPE TRANSPARENT 1 " min 20-yards       Bull, 3M/ Equiv       RL         36       TAPE TRANSPARENT 2" min 20-yards       Bull, 3M/ Equiv       RL         37       TAPE PACKING 2" min 20-yards       Bull, 3M/ Equiv       RL         38       TONER 12A, 13A, 15A, 35A,       HP / Equivalent       EA         39       TONER 05A       HP / Equivalent       EA	30	SHARPENER Normal size	Dux/equivalent	EA		
33       STAPLE PIN 24/6       DELI, DUX / Equiv       BX         34       TAPE MASKING 2" min 20-yards       Bull, 3M/ Equiv       RL         35       TAPE TRANSPARENT 1 " min 20-yards       Bull, 3M/ Equiv       RL         36       TAPE TRANSPARENT 2" min 20-yards       Bull, 3M/ Equiv       RL         37       TAPE PACKING 2" min 20-yards       Bull, 3M/ Equiv       RL         38       TONER 12A, 13A, 15A, 35A,       HP / Equivalent       EA         39       TONER 05A       HP / Equivalent       EA	31	STAMP PAD	Best quality	EA		
34       TAPE MASKING 2" min 20-yards       Bull, 3M/ Equiv       RL         35       TAPE TRANSPARENT 1 " min 20-yards       Bull, 3M/ Equiv       RL         36       TAPE TRANSPARENT 2" min 20-yards       Bull, 3M/ Equiv       RL         37       TAPE PACKING 2" min 20-yards       Bull, 3M/ Equiv       RL         38       TONER 12A, 13A, 15A, 35A,       HP / Equivalent       EA         39       TONER 05A       HP / Equivalent       EA	32	STAPLER 24/6	DELI, DUX / Equiv	EA		
35       TAPE TRANSPARENT 1 " min 20-yards       Bull, 3M/ Equiv       RL         36       TAPE TRANSPARENT 2" min 20-yards       Bull, 3M/ Equiv       RL         37       TAPE PACKING 2" min 20-yards       Bull, 3M/ Equiv       RL         38       TONER 12A, 13A, 15A, 35A,       HP / Equivalent       EA         39       TONER 05A       HP / Equivalent       EA	33	STAPLE PIN 24/6	DELI, DUX / Equiv	ВХ		
36       TAPE TRANSPARENT 2" min 20-yards       Bull, 3M/ Equiv       RL         37       TAPE PACKING 2" min 20-yards       Bull, 3M/ Equiv       RL         38       TONER 12A, 13A, 15A, 35A,       HP / Equivalent       EA         39       TONER 05A       HP / Equivalent       EA	34	TAPE MASKING 2" min 20-yards	Bull, 3M/ Equiv	RL		
37         TAPE PACKING 2" min 20-yards         Bull, 3M/ Equiv         RL           38         TONER 12A, 13A, 15A, 35A,         HP / Equivalent         EA           39         TONER 05A         HP / Equivalent         EA	35	TAPE TRANSPARENT 1 " min 20-yards	Bull, 3M/ Equiv	RL		
38       TONER 12A, 13A, 15A, 35A,       HP / Equivalent       EA         39       TONER 05A       HP / Equivalent       EA	36	TAPE TRANSPARENT 2" min 20-yards	Bull, 3M/ Equiv	RL		
39 TONER 05A HP / Equivalent EA	37	TAPE PACKING 2" min 20-yards	Bull, 3M/ Equiv	RL		
	38	TONER 12A, 13A, 15A, 35A,	HP / Equivalent	EA		
40 TONER 17A HP / Equivalent EA	39	TONER 05A	HP / Equivalent	EA		
	40	TONER 17A	HP / Equivalent	EA		



41	TONER 36A	HP / Equivalent	EA		
42	TONER 49A	HP / Equivalent	EA		
43	TONER 51A	HP / Equivalent	EA		
44	TONER 53A	HP / Equivalent	EA		
45	TONER 55A	HP / Equivalent	EA		
46	TONER 59A	HP / Equivalent	EA		
47	TONER 64X	HP / Equivalent	EA		
48	TONER 78A	HP / Equivalent	EA		
49	TONER 79A	HP / Equivalent	EA		
50	TONER 80A	HP / Equivalent	EA		
51	TONER 85A	HP / Equivalent	EA		
52	TONER 87A	HP / Equivalent	EA		
53	TONER REFILLING	Best Quality	EA		
54	RJ45 CONNECTOR	Best Quality	EA		
55	RJ45 CABLE TESTER	Best Quality	EA		

#### ARTICLE-7: CORRESPONDENCE:

The Contractor shall not correspond with or approach any officer, authority or person directly or indirectly, whether the staff and officer of PIA or otherwise except the District Manager Peshawar and Manager Store (SCM) Peshawar of PIA regarding any matter arising out of this Agreement.

#### **ARTICLE-8: PENALTY**

In case, the contractor fails to provide Office Stationary to PIA Peshawar, then Manager Store (SCM) PIA will have the right to arrange and make any other alternative arrangements at risk, cost and consequences of the contractor. The amount so spent shall be deducted from the contractors bill pending and or those that may be submitted in future and or from Security Deposit as the case may be.

### **ARTICLE -09: PAYMENT & BILLING**

Payment to the contractor will be made on monthly basis (NTD) latest by 10th day of each month by PIA. The bill shall be submitted by the contractor to Manager Store SCM PIA Peshawar of the actual amount supplied. The payment of bill shall be subject to verification by the relevant department regarding accuracy, quality and standard of the supplied stationeries/goods and deduction of all the applicable taxes under the prevailing laws of the country.

#### ARTICLE-10:ASSIGNMENT

The contractor shall not sublet transfer or assign this agreement to any other party without the prior written permission of PIA.

#### ARTICLE- 11:INSOLVENCY AND BREACH OF CONTRACT

Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be would up either compulsorily or voluntarily or commit any breach of this Agreement (not herein



specifically provided), PIA shall, have the right to declare this agreement terminated forthwith in which case the Contractor shall be liable to the confiscation of the security deposit and to pay the PIA for any extra expenses which it might incur but it shall not be entitled to any gain of compensation from PIA.

## ARTICLE-12: GRATUITY, COMMISSION AND GIFTS etc.

- Any bribe commission, gift or advantage given promised or defrayed by or on behalf
  of the contractor or his officer, servant, representative or agent of PIA relating to
  obtaining or to the execution of this or any other agreement with PIA for showing or
  for bearing to show favor or disfavor to any person in relation to this or any other
  agreement as aforesaid shall be subject to the payment or any payment to be
  decided by the Managing Director PIA in this respect shall be final binding on the
  contractor.
- Notwithstanding anything contained hereinabove, in the event that at any future
  date it is established that such commission and /or fees of any kind have been paid
  or agreed to be paid in any manner whatsoever by Contractor to any Brokers and
  Agents or persons or entities whatsoever, such a sum be refundable immediately to
  PIA without prejudice to any other rights or remedies of PIA and the PIA shall be well
  within its rights to set-off such sums from any dues that may be payable to the
  Contractor.

#### ARTICLE-13:NO BROKER

- It is understood and agreed that no Broker have participated in the brining the parties together or in the negotiations, and preparation of this agreement and coordinator hereby warrants that price of the subject matter of this Agreement hereby has not been enhanced or increased to accommodate directly and or indirectly any commission of fee to any person or entity whomsoever. Contractor agrees to indemnify and hold harmless PIA form and against all claims, demands, liabilities, damages, loses and judgments which may be suffered by accrued against, charged to or are recoverable form PIA and which arises out of Contractor's action or negations with or in respect to Brokers/Agents.
- Notwithstanding anything contained herein above, in the event that at any future date it is established that such commission and / or fees of any kind have been made by Contractor to any Brokers and Agents or persons or entitles whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other, rights or remedies of PIA.

## **ARTICLE-14: FURTHER ASSURANCE**

The Contractor agree that it shall, from time to time, do and perform such other and further acts or things and execute and deliver any/ all such other and further agreements and instructions as may be required or reasonably requested by PIA to established, maintain and protect its right and remedies under this Agreement.

#### **ARTICLE-15:RECOVERIES**

Amongst any sum of money recoverable from the Contractor due to any default under this Agreement or otherwise, PIA shall be entitled to deduct the said recoverable amount from any money due to become due to PIA from the security deposit of the Contractor held by PIA or any bill payable to the Contractor.

#### ARTICLE-16: APPLICABLE LAW



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

#### ARTICLE-17: DISPUTE RESOLUTION

If at any question, dispute or difference may arise between the parties under this Agreement, either party may given a reasonable notice to the other party in writing of the existing of such question, dispute or difference specifying its nature and point at issue for conciliation failing which the matter may be referred to Arbitrator nominated by consent of both parties in accordance with provision of Arbitration Act 1940 or any statutory or the re-enactment thereof for the time being enforced. Seat of the arbitration shall be at Karachi and the parties agree to the exclusive jurisdiction of the courts in Karachi.

#### ARTICLE -18: FORCE MAEJURE

Except as provided under this agreement neither shall be liable for any failure nor delay in performance their obligation due to any cause beyond its reasonable control including without limitation act of public enemy war rebellion insurrection act of God and act of state. However, the contractor shall be liable to inform PIA as soon as any such event occurs or come into the knowledge of the contractor in writing or through means generally accepted as communication.

#### ARTICLE - 19: WAIVER

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

#### ARTICLE - 20: AUTHORITY OF PERSON SIGNING CONTRACT & DOCUMENT

Person signing this contract or any other document forming part of this contract on behalf of the contractor shall be deemed to warranty that he has the authority to do so from the contractor and if on enquiry, it is revealed that the person so signing had no authority to do so PIA may without prejudice to other legal right/remedies cancel without notice and hold the signatory liable for all costs and damages.

#### **ARTICLE- 21: MISCELLANEOUS**

- This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject.
- II. The failure of either party at an time to require the performance by the other of any of the terms and provision hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or any breach of any such terms or provision hereof held to be waiver of any succeeding beach of any such terms or provision itself.
- III. The contractor warrants that it is a benefice and independent legal entity, working in its own name accounts and acknowledges that this Agreement does not confer in any manner whatsoever upon it or any individual employed it, the status of any employee, worker officer agent or advisor of the corporation.

## Supply Chain Management Department Peshawar

- IV. Titles are inserted in this agreement of the purpose of reference and convenience and in no way define, limit or described the scope of intent of this agreement and or not to be deemed an integral part thereof.
- V. The failure of either party at any time require the performance by the thereof any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or breach any of the terms or provisions hereof taken or held to be waiver of any succeeding breach of any such terms of provision itself.
- VI. If any law requires that one or both the parities of this agreement register this agreement pursuance to such a law the entire cost of such registration shall be borne by the contractor. Furthermore the cost, fee and stamp duty for the execution of this contract shall be borne by the contractor.
- VII. This agreement shall be binding upon and shall inure to the benefit of both parties hereto, and their respective successors and assigns provided always that any assignment should have been made in accordance with the terms of Articles.

#### ARTICLE - 22 INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless, PIACL, its staff / officials and agents from and against any and all claims, demand, liabilities, damages and expenses of any nature whatsoever, made against PIACL, arising from or out of the execution or performance of any service/supply/work under this contract by the Contractor its staff/officials deployed at the PIACL or its agents.

#### IN WITTNESS WHEREOF

The Parties hereinto set their hands
On the day, month and the year
Mentioned hereinabove

For and on behalf of Pakistan
International Airlines Corporation

For and on behalf of Contractor

Signature & Seal Name Designation	Signature & Seal Name Designation	
WITNESS:	WITNESS:	
Signature	Signature	
Name	Name	
N.I.C	N.I.C	
Address	Address	

Note. LoI (Letter of Intent) must be pasted at Last Page of Contract.