

Tender No. **ISB-CNT-PAPER-24**

Dated. 01 July, 2024

Tender Cost Rs 10,000.00

Earnest Money Rs 50,000.00 must submit with Technical Proposal

## **INVITATION TO BID**

- ❖ Pakistan International Airline (PIA) invites quotations through EPADS and sealed bids from renowned (Eligibility as per tender documents) Vendors “Single Stage Single Sealed Envelope Basis” for supply of

### **PAPER REAMS [Annual]**

- ❖ Bidding documents containing detail terms and conditions, etc. are available at electronically and can be downloaded from
  - ❖ PIACL Website [https://www.piac.com.pk/corporate/sales- procurement/tenders](https://www.piac.com.pk/corporate/sales-_procurement/tenders)
  - ❖ PPRA Website <https://www.ppra.org.pk/active-tenders>
  - ❖ EPADS-PPRA website [www.eprocure.gov.pk](http://www.eprocure.gov.pk)
- ❖ Bids should be submitted electronically through EPADS. Manual submission of bid without EPADS electronic bid is **NOT** allowed.
- ❖ For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contract Mr. Razwan Mahmood Director MIS Room No. 109, 1<sup>st</sup> Floor, FBC building Sector G-5/2, Islamabad. Contact No. 051-111-137-237.
- ❖ The bids, prepared in accordance with the instruction in the bidding documents, must be submitted on EPADS by 22-07-2024 at 10:30 AM. Bids will be opened on the same day at 11:00 AM through EPADS
- ❖ Original Bid Security instrument **MUST BE** submitted to the under signed before online submission deadline of the bid.

**Pakistan International Airlines**  
Supply Chain Management Department  
[PIACL], District Office The-Mall Rawalpindi Pakistan  
Tel: +92-51-9274453  
E-mail. [isbpppk@piac.aero](mailto:isbpppk@piac.aero) / [scmlp.isb@piac.aero](mailto:scmlp.isb@piac.aero)

**Website: <http://web.piac.com.pk/>**

## Invitation of Tender and Instructions to Bidders [Must Read Carefully]

### Important Note:

- Must participated through EPADS System, only those Manual bids shall be considered which have already been quoted through EPADS.

### After Submission through EPADS, following documents are required physically:

- EPADS Tender Print \_\_\_\_\_
- Tender Cost PKR \_\_\_\_\_
- Earnest Money PKR \_\_\_\_\_
- Technical Literature \_\_\_\_\_
- Company Profile \_\_\_\_\_
- Certifications [if required] \_\_\_\_\_
- Authorizations [if required] \_\_\_\_\_

Manual bids must be submitted before Closing date i.e. \_\_\_\_\_

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

Sub : Procurement of Paper Ream - Annual

Dear Sirs,

Pakistan International Airline (PIA) invites quotations through EPADS and sealed bids from renowned Eligible Vendors “Single Stage Single Sealed Envelope Basis” for supply of below tabulated items / goods / services. The terms & conditions of the tender / supplies are given below:-

### SUBMISSION OF TENDER [MANUAL]

1. You are required to send your sealed tenders on “Single Stage Single Envelope Basis” addressed to, Supply Chain Management, PIA Booking office Mall road Rawalpindi by 22-07-2024.
2. The tenders may be dropped in the tender box marked as “Tender Box” placed at SCM Department at basement, PIA Booking office Mall Road Sadder Rawalpindi, latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D, which must reach before the closing date and time mentioned above.
3. Tenders will be opened at 11:00 hours, the same day in the presence of bidders. [optional]
  - a) Note: All foreign bidders must mention Tender Ref No, date of opening & item description on their OUTER courier envelope. [strict compliance]
4. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for any postal delays.
5. The decision of Manager Supply Chain Management Rawalpindi in all terms & conditions respect shall be final and binding.

### EARNEST MONEY [for local bidders only]

The **TECHNICAL** Proposal should be accompanied with a Pay Order [issued by any scheduled bank] amounting Rs.50,000.00 and must be payable at RWP/ISB Pakistan in lieu thereof in the name of M/s. PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED as interest free Earnest Money [Refundable] only with Financial Proposal. All tenders without Earnest Money shall not be considered.

**SECURITY DEPOSIT** - [for local bidders & optional for foreign bidders]

Successful bidders, upon award of Contract / Purchase Order an additional amount of **PKR 150,000.00** of total tender value as interest free Security deposit in shape of Pay Order or a Bank Guarantee of equivalent amount [duly countersigned by the Head Office of the Bank], Bank Guarantee remain be valid 03-months after expiry of the Contract. [For foreign bidders PIA may call some amount as Security Money by new participants upon evaluated 1<sup>st</sup> lowest bidder (if required)]

**OPENING OF TENDER**

Tender will be opened on “Single Stage Two Envelope” basis. All bidders must submit two sealed envelopes containing “Technical proposal and Financial Proposal” on specified tender opening date / time. **Both technical & Financial Proposals should be sealed with Scotch Tape with authorized signature.**

Technical proposal sealed in envelope mentioning heading (Technical Proposal) shall enclose:

**Samples (Enclosed/along with envelope/Non-Returnable) (Mandatory)**

1. Copy of GST & NTN Certificate (Mandatory)
2. Pay Order for Earnest Money (Rs. 50,000) in the name of Pakistan International Airlines) (Mandatory) On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No, date, Earnest Money & amount] - for Local Bidders only
3. Tender Fees [Non Refundable] On back side of Pay Order, Vendor must write company name/stamp, Tender Ref.No, date, Earnest Money & amount] - for Local Bidders only
4. Letter Head Mentioning Names of Item for which company is Quoting. Please note that you have to mention only names of items in this letter (Mandatory).
5. Company Profile. (if any/required)
6. Technical Literature & Quality Certification (if any/required),

The Technical Proposal will be opened on same date, whereas, financial proposal sealed in other envelope containing heading “Financial Proposal” shall enclose:

1. The Tender Schedule duly filled in, signed and sealed (on all pages) (Mandatory).
2. Tender terms & conditions (duly signed) (Mandatory)
3. Mandatory Requirements (duly signed) (Mandatory)
4. Undertaking on RS. 100/- or above non-judicial stamp paper duly signed and stamped by an Oath Commissioner (Mandatory).
5. Integrity Pact / Disclosure Clause (duly signed) (Mandatory).
6. **Hand written bid (RATES) via Pen / Marker / Pointer etc will not be acceptable. Only TYPED BID / TYPED UNIT RATES will be accepted. Alternatively Transparent TAPE should be pasted over WRITTEN RATES. Non-Compliance of above may result in REJECTION OF YOUR BIDS.**

The Financial Proposal will remain sealed till the technical evaluation of sample. The Financial Proposal of only those bidders will be opened whose technical evaluation of sample found acceptable. Technically Qualified bidders will be informed regarding the opening date / time of financial proposal well in advance.

Please note that:

- The envelopes (Technical Proposal Financial Proposal) shall be enclosed in double cover.
- The outer cover should bear address of the Manager Supply Chain Management Rawalpindi and reference number of the tender with opening date of tender.
- 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) The Tenderers must indicate whether its firm / company / organization etc is registered with PIA or not. If registered then specify PIA Registration number.

### PRICES

- a) 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. 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 in Pakistan Currency. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 180 days.
- e) Quotation must be written on PIA 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.
- 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

PIA does not pledge itself to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations, divide business among more than one supplier or accept the tenders at rates on lowest individual items or extend the date of opening / cancel as per PPRA Rules.

- Note. All Foreign Bidders must sent their samples / tender envelopes on DDP [Delivery Duty Paid this is only for Tender Samples / Envelopes] basis. Outer Courier Envelope must be with cross Tender Reference Number/ Item Description.

Yours truly,

for and on behalf of **Pakistan International Airlines**  
**Purchases Commercial**  
**Supply Chain Management**  
**PIA RWP/ISB**

Encl;

1. Tender Schedule "A", "B" & complete form.
2. Undertaking [If attached with tender]

**Note** Prescribed Tenders form for the subject item may be directly downloaded from <http://web.piac.com.pk/> or [www.ppra.org.pk](http://www.ppra.org.pk) websites.

**TENDER SCHEDULE "A"**
**REF: ISB-CNT-Paper-24**
**Subject: ANNUAL CONTRACT OF PAPER REAMS**

Sr. #	DESCRIPTION	Unit	Quantity	Rate	Financial Impact
1	Paper A4 70 gram	PKT	3000		
2	Paper Legal 70 gram	PKT	132		
<b>Net Financial Impact</b>					

**Note:**

- **GST will be paid on items where applicable.**
- **Items must be delivered to designated PIA Offices on as and when required basis.**
- **A reputable supplier with no track record of legal dispute with PIA.**
- **Manufacturer / authorized dealer of manufacturer / General Order Supplier.**

**Other Terms & Conditions:**

- **Items found below the required specs may be rejected / returned without any liability to PIA.**
- **PIA security pass for vehicle and employees is the responsibility of vendor.**

**GENERAL TERMS & CONDITIONS:**

- Participant is required to quote rates inclusive all Govt Taxes & GST shall be mentioned separately.
- Participant must quote one rate and best delivery period.
- Quoted rates must be firm and final in all respect.
- Guarantee & warrantee must be provided. (IF APPLICABLE)
- Payment terms net thirty days or as agreed, Income tax will be deducted at source.
- Quantity/period may increase or decrease by 15%.
- Supplier can quote for all the items/all station or individual item/one station. BID will be awarded on individual/station wise lowest rates basis. (IF APPLICABLE).
- All foreign vendor must send their sealed quotation via courier service directly to PIA PROCUREMENT & LOGISTIC DEPARTMENT. PIA will not be responsible for any postal delay.

**Delivery Schedule:** Within 07 days after award of contract on as and when required basis.

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

BIDDER'S SIGNATURE \_\_\_\_\_ DESIGNATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_

GST No. \_\_\_\_\_ NTN NO. \_\_\_\_\_

SEAL \_\_\_\_\_

**Seal & Signature**

**Tender Schedule “B”****MANDATORY REQUIREMENT**

DESCRIPTION	YES/NO
PARTICIPANT MUST BE REGISTERED WITH SALES TAX AUTHORITIES G.S.T. NO. MUST BE QUOTED.	
RS. 50,000/- EARNEST MONEY (PAY ORDER ONLY) MUST BE SUBMITTED ALONG WITH THE QUOTATION.	
MANUFACTURER/AUTHORIZED DISTRIBUTOR CERTIFICATE (IF APPLICABLE)	

**NOTE:**

All Bidders Should fulfill every column and attach the relevant documents along with the proposals

The bidder not fulfilling and/all of the above shall be declared non-responsive / disqualified. In addition all terms and conditions should be complied by the Bidder.

**Seal & Signature**

### Tender Terms & Conditions

1. If any stage documents provided by bidder found tempered /bogus deposited E/Money will be fortified.
2. All participants are required to quote rates inclusive of all Govt: Taxes & GST separately. [for local bidders]
3. Please note that quoted rates must be firm and final in all respect.
4. Guarantee & warrantee must be provided. [if applicable]
5. Payment TERMS NET THIRTY DAYS or as agreed.
6. Income tax will be deducted at source. [for local bidders]
7. Quotation must be valid for 180 days from the date of technical proposal opening.
8. Quantity 15% may increase or decrease.
9. Bid will be awarded on technically qualified individual lowest rates basis.
10. All foreign vendors must send their sealed quotation via courier service, with *cross reference Tender No.* directly SCM Department at basement, PIA Booking office Mall Road Sadder Rawalpindi, in case of postal delay PIA will not be responsible.
11. Items are subject to evaluation by providing advance sample to determine the required quality by the user department/Joint Evaluation Committee. Item found below PIA standard shall be rejected & not entertained.
12. It will be the suppliers' responsibility to obtain Entry Passes for their personnel and the vehicles form PIA. Security after completing the required formalities. [for local bidders]
13. Supplier staff delivering goods must be in clean uniform, non-conformity will incur 02% deduction from the billing amount.
14. If goods deliver late than delivery schedule mentioned in Purchase Order. An amount equivalent 2% / multiple by time bar will be deducted from invoice / bill of bidder [as per rules].
15. PIA has right to visit the bidder's manufacturing site / office [if required].
16. During the course of normal supplies or at tendering stage/process, PIACL reserves the right for laboratory testing of supplies / samples for reputable independent source at the expense of supplier.
17. Technically successful bidders will be informed their results & Financial Opening date.
18. Packing must be industrial standard of Card Board Box level & packages must be suitable for four to five times [loading off-loading] / transportation to PIA Network.



**[RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER]**

*[Enclose with technical proposal]*

Manager (Supply Chain Management)  
PIA Booking office Mall Road Saddar  
Rawalpindi

**Subject: UNDERTAKING TO EXECUTE CONTRACT**

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:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne
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. \_\_\_\_\_ the 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 sub-division or agency thereof or any other entity owned or controlled by it [GoP] through any corrupt business practice.**

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

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

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

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

**PARTICIPATION AUTHORIZATION LETTER**

*Must be filled by Representative of Company with C.N.I.C Copy, Company Identification & must be submit with Technical Proposal only*

**TO WHOM IT MAY CONCERN**

Dated. \_\_\_\_\_

I namely \_\_\_\_\_

bearing CNIC\* No. \_\_\_\_\_

representing M/s. \_\_\_\_\_,

am hereby authorized by my company to submit proposal against

Tender No: \_\_\_\_\_

for [item] \_\_\_\_\_

to PIA and observe proceeding on tender opening day. Copies of my CNIC & Company Card copy are enclosed.

Authorized Signature & Seal of Supplier with Designation \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Fax No: \_\_\_\_\_ Valid Email \_\_\_\_\_

*\*Computerized National Identity Card*

Agreement No. \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Karachi Airport (Hereinafter called the "PIACL" and/or "PIA") of the one part

AND

[name of the Contractor], having its head office at \_\_\_\_\_ (hereinafter referred to as the "Contractor" which expression shall where the context so admits include its successors and assigns ) of the SECOND PART.

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.

**NOW THIS WITNESSTH AS UNDER****ARTICLE 1: TERMS OF THE AGREEMENT**

This agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_ unless so owner terminated under the provision of this Agreement and elsewhere. The same is extendable by PIACL if deemed necessary, for another 15% of the contract period or any term less than it on the same rates term and conditions.

**ARTICLE 1: TERMINATION OF THE AGREEMENT**

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement in case of any breach of this Agreement by the Contractor at any time.

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving 90 days written notice to the other party without assigning any reason or cause thereof.

**ARTICLE-3: PRICES**

The Prices quoted by the Contractor at the time of bid shall be locked during the whole period and or during the period extension of this contract The Contractor shall not charge prices for the products/services provided/suppled and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule "A".

PIA agrees to the Contractor for the material / services supplied by it hereunder as per 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 Contractor on any account whatsoever.

**ARTICLE -4: PAYMENT**

Payment in respect of service shall be made by Finance Manager, Rawalpindi Booking Office 30 days of the submission of the invoice along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable goods/services, which are to be drawn strictly in conformity with the orders placed by the concerned department under this agreement on actual products/services procured.

The payment (s) shall be made to the Contractor after conformation from the relevant PIACL official that contractual obligations have been satisfactory fulfilled and after deduction of all required Government taxes or fees levied by federal / Provincial Government or its authorities.

**ARTICLE-5: PERFORMANCE GUARANTEE AS SECURITY DEPOSIT**

At the time of the execution of this Agreement the Contractor shall deposit in cash (5% of total contract value) as interest free security deposit with the Authorized Office of PIACL, PIACL shall have the right to recover/adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

**ARTICLE-5: RECOVERIES**

When any amount is recoverable from the Contractor due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /or through Security Deposit including without

limitation other lawful means from the Contractor whether due in respect of this or any other Agreement and /or from any other due amount of the Supplier lying with PIACL and the Contractor will have no objection on recovery of the same by PIACL.

#### **ARTICLE-6: INDEMNITY**

The Contractor undertakes and agrees to indemnify and hold harmless Purchaser, 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 contract whether due to performance / non-performance or poor performance of any services/products under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall not 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 Contractor.

#### **ARTICLE-7: INSOLVENCY AND BREACH OF CONTRACT**

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

#### **ARTICLE-08: SCHEDULE**

For all intents and purposes, the schedule (s) annexed herewith shall form an integral part of this agreement and contractor 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 part of the agreement shall be deemed to be a violation of this agreement on the part of the Contractor.

#### **ARTICLE-09: FORCE MAJEURE**

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Contractor shall, immediately by written notice served on PIACL, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

#### **ARTICLE-10: CORRESPONDENCE**

The Contractor will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Manager SCM and General Manager Procurement regarding any matter arising from this or any other agreement with PIACL. The Contractor may carry on correspondence with the designated officials of the user department if so directed by authorities.

#### **ARTICLE-11: NOTICE**

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

#### **GENERAL MANAGER PROCUREMENT**

Address

PIA .Karachi Airport.

Karachi-75200

Karachi

OR

#### **MANAGER SCM**

SCM Office,

PIA Booking office Mall Road Sadder Rawalpindi

**Contractor**

Name:

Designation:

Address:

Phone Fax Numbers

Email

**ARTICLE -12: BRIBE**

Any bribe, commission, gifts or advantages given, promised or defrayed by/or on behalf of the contractor or his Partner Agent or Servant or anyone on its behalf to any Officer, Servant Representative or Agent of PIACL for showing or for bearing to show favour of disfavor to any person in relation to this or any other agreement as aforesaid shall subject the contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by PIACL as damages and the this decision in this respect shall be final and binding on the Contractor.

**ARTICLE -13: NO BROKER**

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whomsoever. The Contractor agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which may be suffered by, accrued against ,charges to or are recoverable from PIA and which arises out of the Contractor's action (s) or negotiation(s) with or in respect to Broker (s) or agents(s).

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 made by the Contractor to any Broker (s) or agent(s) or persons or entitles whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Contractor.

**ARTICLE -14: ASSIGNMENT**

1. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Contractor including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.
2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

If the Contractor assigns this Agreement to any other party in contravention of this Article, PIA in its discretion may terminate this agreement and / or black list and debar the Contractor for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

**ARTICLE-15. DISPUTE RESOLUTION**

1. The PIACL and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after 10 working days, from the commencement of such informal negotiations, the PIACL and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to District Manager PIA RWP/ISB for resolution by arbitration under the Pakistan Arbitration Act, 1940. The seat/place of arbitration shall be at RWP/ISB, Pakistan. The award shall be final and binding on the parties.

**ARTICLE-16. STATUTES AND REGULATIONS**

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at RWP/ISB shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.



**ARTICLE-17. TAXES AND DUTIES**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

**ARTICLE-18. LIQUIDATED DAMAGES / PENALTIES**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price/Security Deposit/invoices, as liquidated damages, a sum of money @5% of the total Contract Price which is attributable to such part of the Services / the deliverables, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the PIACL, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @5% of the Contract Price.

**ARTICLE-19. BLACKLISTING**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the PIACL may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines.

**ARTICLE-20. FORFEITURE OF INTEREST FREE PERFORMANCE SECURITY**

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
  - a. If the Contractor commits a default under the Contract;
  - b. If the Contractor fails to fulfill any of the obligations under the Contract;
  - c. If the Contractor violates any of the terms and conditions of the Contract.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 5% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Contractor fails / poor/ delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Contractor.
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

**ARTICLE -21: WAIVER**

The failure of either party 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 hereof 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 waiver of any succeeding breach of any such terms or provision itself.

**ARTICLE -22: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT**

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 me Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so PIA without prejudice to other legal rights / remedies cancel the Agreement without notice and hold the signatory liable for all costs and damages.

**ARTICLE - 23: MISCELLANEOUS**

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this

Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.

- b) This are inserted in this Agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -15 hereof.

**ARTICLE – 24: INSPECTION**

- a) All supplies shall strictly conform to specification. In the event of non-conformity, inspection will be carried out by the authorized representatives of PIAC 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, PIAC shall have the right to reject the same. PIAC will then allow the Supplier to replace the supplied material within 24 hours without extra cost to PIAC. In the event the Supplier fails to replace the quantity, PIAC 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 PIAC 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 Chief Supply Chain Management, PIAC within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of Chief Supply Chain Management, PIAC 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.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

For and on behalf of

For and on behalf of

Pakistan International Airlines Corporation

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

WITNESS:

WITNESS:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_