



Pakistan International Airlines

Procurement Logistics Department

Purchases Flight Kitchen Section

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REF: FSD-CNT-127-16

Date: 21-12-2016

Tender Cost Rs. 2,000/-

INVITATION TO TENDERS AND INSTRUCTIONS TO BIDDERS

M/S _____

Subject: : Annual Requirement for the supply of Milk Instant Powder (900 to 1000 Gram Pouch) for the year 2017-18 at PIA Flight Kitchen Karachi Station.

Dear Sirs,

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

A) SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In Single Stage Two Envelope Basis** addressed to General Manager Purchases Commercial, PIA Procurement & Logistics Building JIAP Karachi by **18-01-2017 Wednesday**. The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIA Procurement & Logistics Building latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Procurement, which must reach before the closing date and time mentioned above. Tenders will be opened at 11:00 hours the same day in the presence of bidders.
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Purchase Commercial in this respect shall be final and binding.

PREPARATION OF TENDER

Tender will be opened on “Single Stage Two Sealed Envelopes” basis. All bidders must submit **two sealed envelopes** “Technical proposal and Financial Proposal” on specified tender opening date/time. Technical Proposal will be opened on same date, whereas Financial Proposal will remain sealed till the evaluation of samples according to specification carried out by PIA Management. Financial Proposal of only those bidders will be opened whose sample are found acceptable. Evaluation Report as per PPRA Rule-35 will be uploaded on both PPRA/PIA websites.

Financial Proposal having following documents.

- a) The Schedule duly filled in, signed and sealed.
- b) Pay Order for Earnest Money 2% (Refundable)

Technical Proposal having following documents.

- a) Quality samples (**Minimum 02 Pouches**) (NOT RETURNABLE),
- b) Company profile, Copy of GST & NTN certificate.
- c) **All items must be sticker with item name & serial number, with supplier name. (Removable)**

The outer cover of envelopes should bear address of the General Manager Purchases Commercial, PIA Procurement & Logistics Building, JIAP Karachi - 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:

- 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 taxes.
- 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.
- e) Quotation must be written on PIA prescribed form otherwise Bids will not be entertained.

ACCEPTANCE OF TENDER

PIA do not pledge themselves 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 with assigning reason.

Yours truly,
For: Pakistan International Airlines

DGM Purchases Commercial

Encl:

1. Tender Schedule-A
2. Terms & Conditions
3. Mandatory Requirement
4. Undertaking
5. Draft Agreement

- f) Notes : 1- Prescribed Tenders form for the subject item may be directly downloaded from PIAC / PPRA website.

TENDER SCHEDULE "A"

REF: FSD-CNT-127-16

Subject: **Annual Requirement for the supply of Milk Instant Powder (900 to 1000 Gram Pouch) for the year 2017-18 at PIA Flight Kitchen Karachi Station.**

S. No.	Particulars of Item	Unit	Station	Quantity Required	Unit Rate	Extended Value	Remarks
01	Milk Instant Powder (900 to 1000 Gram Pouch)	Kg	KHI	3188			
Total Value in figures/words →							
TOTAL CONTRACT VALUE Rs. →							
2% EARNEST MONEY Rs. →							

AFTER OBTAINING P. O. VENDOR MUST SUBMIT 3% SECURITY DEPOSIT WITHIN 5 WORKING DAYS.

GST will be paid on items where applicable with the distribution of quantities 70% int'l flights zero rated and 30% domestic flights with 17% GST as per latest applicable laws.

Specifications:

SPECIFICATIONS	<u>Chemical:</u> <ul style="list-style-type: none">• No artificial colour.• Protein 26%.• Milk Fat 28%.• Moisture 03• Milk Powder is milk, heated and sealed into a convenient pack; without any preservatives or chemicals added.
	<u>Physical:</u> <ol style="list-style-type: none">1. Colour white/cream.2. Should be packed under strict hygienic condition in 900 Gram to 1000 Grm pouch. <ul style="list-style-type: none">• Dented, damaged and dirty/dusty pouch not acceptable.
	<u>Biological:</u> <ul style="list-style-type: none">• Must be free from foreign object and all kind of bacteria, mold etc. <u>Sensory:</u> <ul style="list-style-type: none">• Should give taste and flavour of fresh milk.

Labeling:

- Date of manufacturing and expiry must be printed on each pouch.
- Expiry on stickers/removable is not acceptable.
- Expiry less than 06 months at the time of delivery is not accepted.
- Registered Brand.
- Ingredients must be declared.
- Brand name must be labeled on each pouch.
- Inscription "FOR PIA USE ONLY & NOT FOR SALE" should be printed on each pouch.

Transportation / Delivery:

- Supplies to be delivered in flight kitchen in hygienically clean and covered van so that items should not be exposed to sunlight and other pollution. Proper temperature to be maintained in order to prevent supplies from spoilage / deterioration.

Food Law / Regulatory Compliance / Certification:

- Preferably comply with PSQCA standards or similar agency.

Laboratory Reports:

- Samples will be evaluated by Evaluation Committee of food services subject to clearance of in house microbiological analysis, if required.
- Food Services Division will get two samples checked through separable National Labs during the entire contract term and charges will be deducted from the supplier bill.

Packing:

- Net wt. (900 Gram to 1000 Gram) pouch.
- All cartons & pouch must mention “FOR PIA USE ONLY NOT FOR SALE”.
- Each carton shall be clearly marked or labeled with a name of the product and address of the manufacturer, Net weight volume & date of expiry.

Who can supply:

- Manufacture / Authorized dealer of manufacture only.

Sample:

- Minimum 02 pouches.

Other Terms & Conditions:

- Brand name, specifications and source must be mentioned on purchase order (PO).
- PIA reserves the right to inspect / visit the facilities of vendor at any time during currency of contract for inspecting HSE / Quality Standards.
- Items found below the required specs shall be rejected / returned without any liability to PIA.
- PIA security pass for vehicle and employees is the responsibility of vendor
- Supplier staff delivering goods must wear clean uniform (including shoes and company logo/identity). A fine of 2% on each supply will be imposed in case of non compliance.

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

TENDERER'S SIGNATURE _____ DESIGNATION _____

ADDRESS _____

Tel No. _____ Fax No. _____ Email _____

GST No. _____ NTN NO. _____

SEAL _____

Tender Terms & Conditions

- All participants are required to quote rates.
- All participants must quote one rate and best delivery period.
- Please note that quoted rates must be firm and final in all respect.
- Payment terms net thirty days
- Quotation must be valid for 120 days from the date of Technical Proposal opening.
- Quantity 15% may increase or decrease.
- Bid will be awarded on lowest rate basis.
- Item are subject to evaluation by providing advance sample to determine the required quality by the user department.
- Item found below PIA standard shall be rejected / returned.
- Supplier should fulfill all documentary requirements as per PIA procedure.
- Participant is required to quote rates inclusive all Govt Taxes & GST shall be mentioned separately if applicable.
- GST will be paid on items where applicable with the distribution of quantities 70% International & 30% Domestic Flight with 17% GST.
- Supply to be delivered directly to Flight Kitchen Karachi.
- Must comply with food laws of Pakistan
- PIA 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 supplies will be imposed.
- Manufacturer/ Authorized Dealer of Manufacturer.

Mandatory Requirement
Must be attached with Technical Proposal

<u>Annual Requirement for the supply of Milk Instant Powder (900 to 1000 Gram Pouch) for the year 2017-18 at PIA Flight Kitchen Karachi Station.</u>	Yes/No
Milk Instant Powder (900 to 1000 Gram Pouch)	
Participant must be registered with Sales Tax Authorities GST must be mentioned.	
Delivery must be made at PIA Flight Kitchen KHI.	
2% Earnest Money (pay order only) must be submitted along with the quotation.	
Supplies should be HACCP Certified and preferably approved by Pakistan Standards And Quality Control Authority (PSQCA)	
Manufacturer/ Authorized Dealer of Manufacturer.	

NOTE:

If any stage documents provided by participants found tempered / bogus Earnest Money deposited will be forfeited.

Manufacturer / Authorized Distributor is allowed to participate with all related documents at the time of Technical opening.

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.

Participants allow quoting one price one brand only, for all items, also quoting required mode of packing.

INTEGRITY PACT / DISCLOSURE CLAUSE (On Letter Head of Firm)

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

_____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

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

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

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

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

Agreement No. _____

Date: _____

AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION, a corporation existing and operating under Pakistan International Airlines Corporation ACT, 1995 (Act XIX of 1956), having its Head Office at Karachi Airport, Karachi (hereinafter called "P.I.A.C") of the one part and M/s _____ having its registered office at _____ (hereinafter called the "The supplier") of the other part.

WHEREAS, the PIAC required supply of _____ 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 PIAC that it has capability to supply the material desired / required by PIAC, and whereas PIAC has accepted the offer extended by the supplier upon terms and conditions set herein below:

NOW THIS DEED WITNESS AS UNDER:

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 PIA, if deemed necessary, for another 55 days or any term less than it on the same rates, terms and conditions.

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 90 days written notice to the other party with assigning any reason or cause thereof.

ARTICLE - 3: PRICES

PIAC agrees to accept the material / services 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 supplier on any account whatsoever. However, on provision by the supplier of all related Govt. notification and the support of their applicability on him or 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, 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 PIAC by subtracting them from the bills / invoices.

ARTICLE - 4: PAYMENT

Payment in respect of supply shall be made by Finance Manager Procurement and Logistics Department, 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 / EARNEST MONEY

The supplier may provide a Pay Order in the name of Pakistan International Airlines or bank guarantee of equivalent to 5% of the bid value amount in lieu of cash at his sole discretion. If a irrevocable Bank Guarantee is provided as Earnest Money, then the validity of this bank guarantee may be replaced by another irrevocable Bank Guarantee as security deposit with the 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 will be returned within 90 days.

PIAC shall always have 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. PIAC 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. PIA shall be entitled to deduct any such amount from the pending bills of the Supplier whether due in respect of this or any other Agreement and / or from any other due amount of the Supplier lying with PIA the Supplier will have no objection on receipt of the same.

ARTICLE - 7: MODE OF SUPPLY

- a) Supply is to be made on **as & when required basis or as specified in purchase order**. The requirement for a day will be provided two days in advance and time of delivery of material, as specified on the PIAC Flight Kitchen's Purchase Orders / Receipt Forms, will have a cushion of 4 hours which shall be followed by the Supplier. These requirements shall be in line with the Monthly / weekly projections of PIAC referred 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 suppliers 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 ____" in respect of physical specifications and "Schedule ____ " (if any) 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 PIAC 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 PIAC Flight Kitchen 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 of any of 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 / rep of 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 PIAC Flight Kitchen / Stores at concerned station. PIAC shall give monthly / weekly projections of requirement for each delivery of store to the supplier 30 / 07 days before start of the month / week. Should then supplier fail to deliver any supplies within the stipulated time as mentioned in the delivery schedule or any extension thereof, PIAC shall be entitled at its sole discretion to purchase from elsewhere such supplies at the risk and expenses of the Supplier and or impose penalty of liquidated damages as provided herein below:

- a) That in case of any violation of the delivery schedule by the supplier, Manager Purchase without prejudice to its other rights and remedies shall have the right to claim liquidated damages from the supplier upto 5 % of the value of supplies on the day of delay for one to three hours and upto 10% exceeding late delivery afar from three hours. In case of delay in delivery beyond 24 hours of the delivery schedule by the Supplier, Manager Purchase Commercial shall have the right to carry out risk purchase underwritten intimation /email to the supplier.
- b) If the Supplier fails to supply less than 75% of an ordered quantity of the delivery schedule, PIAC have the right to carry out Risk Purchase underwritten intimation /email to the supplier.

- c) In order to avoid risk purchase situation on account of reasons given in (a) and (b) above, PIAC will maintain a stock of three days for contingencies; and in case of unavoidable situation PIAC 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 action is taken as mentioned above, the Supplier shall be liable and accounted for any reasonable price difference which may result out of such transaction.
- e) As soon as it is apparent that the delivery schedule cannot be adhered to the Supplier shall request PIAC for the extension of delivery period, 24 hours before the expiry of time of delivery schedule. PIAC may allow such additional time if it consider that the reason of 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 PIAC 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 PIAC every six months for HACCP record.

ARTICLE - 11: 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 Director Procurement & Logistics, PIAC within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of Director Procurement and Logistics, 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.

ARTICLE 12: INDEMNITY

The Supplier undertakes and agrees to indemnify and hold harmless PIAC, 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, PIAC shall have the right to declare the Agreement terminated forthwith and in which case the Supplier shall be liable to the confiscation of security deposit and pay PIAC for any extra expenses which might incur but it shall not be entitled to any gain or compensation from PIAC.

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 part of the Agreement shall be deemed to be 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, act of public enemy, war, rebellion, insurrection, accident, disease outbreak in live chicken, road blockages of VIP movement etc, act of God, act of state or of the judiciary.

ARTICLE - 16: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Supplier or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or PIAC, 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 amount to be decided by Managing Director, PIAC 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

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

_____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

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

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

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

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

ARTICLE - 18: ASSIGNMENT AND EXCLUSIVITY

The Supplier Shall not sublet, transfer or assign this Agreement to any other party without prior written Permission of PIAC.

If the supplier assigns this Agreement to any other party wholly or partly in contravention of this Article, PIAC in its discretion may terminate this Agreement and / or black list the debar the Contractor for future to execute any contract with PIAC.

ARTICLE - 19: WAIVER

The Failure either party at any time to require the performance by 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 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 - 20: 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 the Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so. PIAC 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 PIA or otherwise except the Deputy General Manager Purchase Commercial and General Manager (CPC) regarding any matter arising from this or any other Agreement with PIA. The Supplier may carry on correspondence with the designated officials of the User Department.

ARTICLE - 22: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement(s) and understanding(s) relating to the subject. All terms and conditions of the Purchase Orders and the quoted rates are valid to the extent they are not repugnant with 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) Titles are inserted in this Agreement for the purpose of reference and convenience and in no way define, limits or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) Except for changes involving amendments relating to deliver schedule, this Agreement shall not be varied, modified, altered, amended or supplemented without mutual consent of the parties in writing.
- d) If any law requires that one or both parties to this Agreement register this agreement, pursuance to such law the entire cost of such registration shall be borne by the Supplier.
- e) The Supplier agrees that it shall from time to time do and perform such other and further sets or things and execute and deliver any or all such other and further agreement and instruments as may be required or reasonably requested by PIA to establish, maintain and protect its right and remedies under this Agreement.
- f) Only the authorized representative of the supplier having the Security Passes from PIA Security will be allowed to enter the PIA Flight Kitchen Area. The Security Passes will be arranged by the Supplier themselves with the coordination of General Manager (Food Services).
- g) Supplier must be Pre-qualified with PIA, in case of Pre-qualification; he shall apply registration with PIA to Manager Procurement Management, PIA Stores Building, Karachi Airport.
- h) This Agreement shall be binding upon and shall ensure to the benefit of both parties hereto and their respective successors and assigns provided always that any assignment shall have made in accordance with the Article-18 thereof.

ARTICLE - 23: 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:

General Manager (CPC)

Supplier

Or

DGM (Purchase Commercial)
1st Floor, Flight Kitchen Building,
AC, Karachi Airport, Karachi
75200
e-mail: dgmipc@piac.aero

ARTICLE - 24: APPLICABLE LAW

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

ARTICLE - 25: GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with 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. MD PIAC, or his nominee shall be sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement PIA may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

ARTICLE - 26: PPRA ACT & RULES

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

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

For and on behalf of

For and on behalf of

Pakistan International Airlines Corporation

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 _____