

## Pakistan International Airlines

SCM Department  
Tel: +92-51-9280920, 051-9281401  
E-mail: [isbpppk@piac.aero](mailto:isbpppk@piac.aero)

Tender Ref No: ISB/SCM/Stationery/23  
Dated: March 08, 2023  
Tender Cost: PKR 3,000/-

### Invitation to Tender - (Please read all Instructions carefully).

M/S \_\_\_\_\_  
\_\_\_\_\_

Sub: Office Stationery (79 items), for PIA Rawalpindi/Islamabad against Annual contract on "As and when required basis" extendable for another two terms on same rates, terms & conditions.

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:-

### SUBMISSION OF TENDER

1. You are required to send/drop your sealed tenders **In Single Stage Single Envelope Basis** addressed to Manager, SCM Section, PIA Islamabad, SCM Department, Adjacent to PIA Flight Kitchen, Old Airport, Rawalpindi latest by **TUESDAY / MARCH 28, 2023**. The tender may be dropped in the tender box placed at the entrance of the PIA SCM Section latest by 1030 hours on the specified date. You may also send your tenders through registered mail addressed to Manager SCM Islamabad, which must reach before the closing date and time mentioned above. Tenders will be opened at 11:00 hours the same day in the presence of tenderers whoever wish to witness the tender proceeding.
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of **Tender Opening Committee** in this respect shall be final and binding.

### **BID SECURITY & TENDER FEE**

The Tender should be accompanied by a Pay Order for RS. 3,000 (Rupees Three Thousand Only) as tender fees and Rs. 30,000/- as interest free Bid Security (Refundable) in shape of Pay Order in lieu thereof in the name of **M/s PAKISTAN INTERNATIONAL AIRLINES**. Earnest/Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as bid security for any other tender. All tenders without Bid Security shall not be considered.

### **PERFORMANCE SECURITY AS SECURITY DEPOSIT**

The successful tenderer/s upon award of Contract / Purchase Order will be required to furnish a cash deposit equivalent to 5% of total tender value as interest free Security deposit in shape of Pay Order. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

### **PREPARATION OF TENDER**

The Tenders should be enclosed in double cover. The inner cover should be sealed with scotch / masking / gum having enclosed the following documents:-

- a) The Schedule duly filled in, signed and sealed with scotch tape/gummed.
- b) Pay Order for Bid Security & tender fees (vendors stamp, Tender Reference must be mentioned at back side of the Pay Order)
- c) Copy of GST/NTN certificate to be attached.

The outer cover of envelope should bear address of the Manager SCM Department, Adjacent to PIA Flight Kitchen, Old Airport, Rawalpindi Pakistan 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 and **SAMPLES are also required** to be submitted along with the 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) As Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.

### **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 for free delivery to PIA Officer at RWP-ISB Airport. 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 90 days.

### **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 tender opening by assigning proper reason.

Yours truly,  
**For Pakistan International Airlines**

**(IMRAN KHAN)**  
**Manager SCM ISB**

Encl:

1. Tender Schedule-A
2. Tender Terms & Conditions
3. Undertaking on Stamp paper
4. Integrity Pact on Company's Letterhead

Note: Prescribed Tenders form for the subject item may be directly download from PIAC / PPRA websites.

## TENDER SCHEDULE "A "

S. No	Item Description	Specifications	Unit	Qty	Unit Rate in PKR	Brand/Make	Total (Qty x Unit Rate)
1	Ball Pen	Piano 0.8mm / Equivalent in all colors	pkt	1000			
2	Box File	Elite /Corona or equivalent	NO	1000			
3	Calculator	Casio 12 Digit / Citizen/Equivalent	NO	50			
4	Carbon Paper	Ruby / Equivalent	PKT	100			
5	Duplicating paper	500 sheets	ream	200			
6	Paper clip	Local	Pkt	100			
7	Correction Fluid Pen	Dux / Equivalent	SET	500			
8	Cutter Paper	Metal Imported SDI/Equivalent 12''	NO	100			
9	Eraser	AL-30 / Equivalent fresh stock	NO	500			
10	File Cover	Card file local /Equivalent	NO	3000			

11	Common pin	Local/ Equivalent	Pkt	200			
12	Flag File	Mix Colored Imported/equivalent	PKT	100			
13	GEL PEN	Uni Ball Signo/ Equivalent	Pkt	500			
14	Gum Stick 21 gram	UHU/Equivalent	NO	500			
15	Highlighter	Mercury / Equivalent MIX COLOR	NO	500			
16	Ring Binding	Steno	NO	100			
17	Stamp Ink	Shiny/Equivalent	BTL	100			
18	Marker Board erasable	Dollar/Equivalent	NO	1000			
19	Marker Permanent	Dollar/Equivalent	NO	1000			
20	Lead Pencil	with eraser tip dollar/Deer/equivalent	PKT	250			
21	Pencil Cell	AA Size Toshiba Green Japan/Equiv:	EA	100			
22	Pencil Cell	AAA Size Toshiba Green Japan/Equiv:	EA	100			
23	Cartridge /Tonner	HP (compatible) / Equivalent (12A, 85A, 37A, 35A, 05A),49A,17A,48A,15A	No	150			

24	Pins Stapler	Dollar/equivalent fresh stock	PKT	1000			
25	Punch Machine	Rust Proof Medium Metal Opal/Equivalent/MED	NO	100			
26	Register	200 Pages Local Paper /Equivalent	NO	200			
27	Register	400 Pages local Paper /Equivalent	NO	200			
28	Register	Attendance Register # 4 local /Equivalent	NO	200			
29	Pin Remover	Imported / Equivalent	NO	500			
30	Rubber Band	Bata/Equivalent	400Gram Packet	150			
31	Ruler Scale	12" SS China/Equivalent	NO	100			
32	Sharpener	Normal size Imported /equivalent	NO	200			
33	Stapler Machine	24/6 Max / OPAL/ Equivalent	NO	200			
34	Sticking Notes	Self-Adhesive Sizes 3x3 (Yellow File Chit)	PKT	100			
35	Ribbon	LQ300 EPSON/MX80/Equivalent	EA	500			
36	Tape Masking	2" minimum 20-yards Ebro/Equivalent	ROLL	1000			

37	PVC Tape	2" minimum 60-yards Nishiban/Equivalent	Roll	500			
38	Scotch tape	2" minimum 60-yards Deer / Equivalent	ROLL	500			
39	Stamp Machine	Official local /Equivalent	No	50			
40	Thumb Pin	Imported / Equivalent	Pkt	50			
41	Ribbon	LQ350	EA	50			
42	Clip board	Fine quality/equivalent	EA	500			
43	Stamp pad	Shiny / Equivalent	EA	200			
44	Mouse Pad	Local / Equivalent	EA	200			
45	Heavy duty stapler	Opal / Equivalent	EA	10			
46	Stapler pin heavy duty	Dollar or Equivalent	Pkt	50			
47	Envelope A4	Local	EA	500			
50	Envelope F4	Local	EA	300			
51	Table Sharpener		EA	10			
52	Scissor (office)		EA	50			

53	Key Board	A4 tech or Equivalent	EA	50			
54	Wireless Key Board & Mouse	A4 tech or Equivalent	EA	30			
55	Coloring Flag		EA	300			
56	Diary	Large Size	EA	30			
57	Laminating Pouch	A4 size	EA	300			
58	Plastic File		EA	200			
59	Writing Pad	Small	EA	300			
60	Writing Pad	Large	EA	300			
61	Pointer Pen		EA	500			
62	Mouse	A4 tech or equivalent	EA	50			
63	Signature Pen		EA	50			
64	File box	Local	EA	500			
65	Carton Binding Strip plastic		KG	50			
66	Binding Clip (iron)		KG	20			



67	L Shape Folder		EA	50			
68	Gel Pen One Business		EA	100			
69	File Box	Imported or equivalent	EA	250			
70	Paper Pin		PKT	50			
71	Wireless Mouse		EA	50			
72	Note Book Ring Binding	Small	EA	50			
73	Note Book Ring Binding	Large	EA	50			
74	Paper File Tray		EA	50			
75	File Separator		EA	200			
76	Gel Pen Signo Eye		EA	100			
77	Lead Seal		KG	5			
78	Polythene Bags	5"*8" Size	KG	10			
79	Calculator	14 Digit	EA	50			
Total in PKR							

**Tender Terms & Conditions**

1. **Bidder must quote the rates only on PIA Tender Schedule "A"**
2. Participant may quote all the items.
3. All supplies are required on "As & when required basis" against annual agreement.
4. The quantity of each item mentioned in Tender schedule "A" is only for calculation purposes; however, the same may be increased or decreased as per actual requirements for the period of the contract.
5. Payment terms are net 30 days, Income Tax will be deducted from the Invoices/Bills at source as per Government Regulations.
6. PIA will be the sole judge to determine the quality and the workmanship according to PPRA Rules of above mentioned items and also establish the capability of firms to execute the order/contract. PIA's decision in this regard shall be final in line with PPRA Rules.
7. Successful bidder will be responsible to maintain perfect quality/quantity in all supplies, in case of poor quality/short supply or not meeting PIA specification, supplier will penalized by making Purchase at the risk and cost of the defaulted quantity/quality. PIA may impose embargo on the defaulted supplier and restrain to do business for at least six month (or) Black List.
8. Participated must be registered as Importer, Whole seller, stockiest, Distributor or General Order Supplier.
9. Participants to be registered with NTN/Sales Tax Authorities & must be on ACTIVE TAX PAYER LIST OF FBR. NTN & G.S.T Numbers must be quoted.
10. **Quality Samples must be submitted for Stationery items only with mentioned their serial no sticker/Tag/Pack, (Not Refundable).**
11. Delivery must be made at PIA SCM Department, Adjacent to PIA Flight Kitchen, Old Airport, Rawalpindi
12. **Earnest Money 2% of total value (Pay Order in favor of PIA or PIA cash receipt only) must be submitted along with the Proposal/Tender.**
13. All participants are required to quote rates inclusive of all Govt Taxes & GST separately.
14. All participants must quote one rate and best delivery period.
15. Please note that quoted rates must be firm and final in all respect.
16. Guarantee & Warrantee must be provided.
17. Quotation must be valid for 90 days from the tender opening date.
18. As per PPRA Rules Quantity 15% may increase or decrease.
19. Item found below PIA standard shell be rejected / returned.
20. Contract can be extendable for another two terms on same rates, terms & conditions as per PIA/PPRA Rules.
21. Should you require any further query, please contact at Email: [isbpppk@piac.aero](mailto:isbpppk@piac.aero), and Ph: +92-51-9280920, 051-9281401

I/We hereby confirm having read and understood the terms and conditions of the tender and agree to abide rules/regulating pertaining to supplies from time to time.

Tenderer Name & Signature \_\_\_\_\_

Designation \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

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

Cell No. & Name (Representative) \_\_\_\_\_

Email Address \_\_\_\_\_

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

Seal \_\_\_\_\_

(RUPEES ONE HUNDRED NON-JUDICIAL STAMP PAPER)

Manager  
SCM Department  
Pakistan Intentional Airlines  
PIA Islamabad.

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

1. I / We, the undersigned tenderer do here by confirm, agree and undertake to do following in the event My/Our tender for the supply of \_\_\_\_\_ to PIA, is approved and accepted: -

2. That I/ We will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.

3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.

4. That I/We 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 my/our failure to execute the formal contract within the period of Seven days specified by PIA the Bid Security held by PIA shall stand forfeited and I/ we shall not question the same.

Tenderer's Signature \_\_\_\_\_ Name in Full \_\_\_\_\_

Designation \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email: \_\_\_\_\_ Cell No. \_\_\_\_\_

C.N.I.C. # \_\_\_\_\_

Seal \_\_\_\_\_

**INTEGRITY PACT / DISCLOSURE CLAUSE**  
**(To be submitted on Company's Letterhead)**

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

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

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

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

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

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

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

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

**DRAFT AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a corporation existing and operating under Pakistan International Airlines Corporation Conversion Act 2016 (PIACL Act 2016) and Company Act 2017 having its Head Office at Karachi Airport, Karachi (hereinafter called "P.I.A.C.L") 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 Misc. Stationery items as per LOI.

And whereas Supplier has offered the provisioning of material as precisely described in the attached "Schedule A" 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 WITNESSTH 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 agreement is also extendable for another two terms on same rates, terms & conditions with mutual consent & subject to satisfactory performance.

**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. However, PIA shall have the right to terminate contract by serving a Notice of 15 days in case of non-compliance of any of the agreed terms by the Contractor.

**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 Rawalpindi, 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 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: PERFORMANCE GUARANTEE AS SECURITY DEPOSIT

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. 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 furnished by the supplier.

#### ARTICLE - 6: RECOVERIES

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

#### ARTICLE - 7: MODE OF SUPPLY

Supply is to be made on "As & When Required Basis". The requirement of supplies will be provided in advance and time of delivery of material, as specified on Purchase Orders, will have a cushion of 4 hours which shall be followed by the Supplier. The supplier's employee/s bringing deliveries will bring, without fail, copies of delivery challans along with the supplies to fulfill documents / check formalities.

#### ARTICLE - 8: HYGIENIC / SUPPLY STANDARD & PENALTY

- a) The items supplied shall be in conformity with the quality standards laid down in "Schedule A" in respect of physical specifications and "Schedule\_\_\_\_". In the event of non conformity the relevant batch of supplies shall be replaced by the supplier at its

own cost. Material is to be brought in clean and hygienically fit crates / cartons covering as per defined guidelines.

- b) The supplier's employees entering PIAC for delivery of fresh supplies would be in clean uniform / clothes as per defined guidelines.
- c) In case of non compliance of any of agreed terms of the agreement a fine up to **10% of supplies / delivery value** shall be imposed and intimated to the supplier and the same will be deducted from the Supplier's bills.

#### ARTICLE - 9: DELIVERY

TIME IS THE ESSENCE OF THIS AGREEMENT. All deliveries shall be completed as specified in the mode of supply described herein below or the delivery schedule given in the purchase order / requisitions, which however, will be in conformity with Article 7. Unless otherwise agreed, delivery of the material under this agreement shall be made at PIAC / SCM Department, Adjacent to PIA Flight Kitchen, Old Airport, Rawalpindi. 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 as provided herein below:

- a) That in case of any delay in delivery beyond 36 hours of the delivery schedule by the Supplier, Manager SCM/P&L ISB shall have the right to carry out risk purchase underwritten intimation to the supplier.
- b) If the Supplier fails to supply less than 75% of an ordered quantity of the delivery schedule, PIAC have the right to carry out Risk Purchase underwritten intimation to the supplier.
- c) 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.
- d) 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.
- e) 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.
- f) 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 - 9: TEST REPORT

It is hereby agreed that the supplier will provide a test report or cost of test arranged through any renowned laboratory about the item delivered to PIAC for record "As & when required to do so by PIAC".

#### ARTICLE - 10: 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 item / 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 District Manager PIAC RWP within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of District Manager PIAC RWP 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 11: 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 12: 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 - 13: 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 - 14: FORCE MAJEURE

Excepts 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 - 15: 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 of 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 District Manager PIAC RWP as damages and the decision of the said District Manager RWP in this respect shall be final and binding on the supplier.

## ARTICLE - 16: 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 - 17: 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 - 18: 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 - 19: 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 - 20: CORRESPONDANCE

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 - 21: 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:

Manager SCM ISB

Supplier / Contractor

SCM Department,  
Adjacent to PIA Flight Kitchen  
Old Airport Rawalpindi.  
e-mail: [isbpppk@piac.aero](mailto:isbpppk@piac.aero)

\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE - 22: APPLICABLE LAW

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

## ARTICLE - 23: 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 Rawalpindi-Islamabad.
- c) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. District Manager PIA RWP, 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 - 24: 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 Contractor

Pakistan International Airlines Corporation

\_\_\_\_\_

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

WITNESS 1:

WITNESS 1:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

WITNESS 2: \_\_\_\_\_

WITNESS 2: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_