

PIA

Pakistan International Airlines

Procurement Logistics Department

Commercial Purchases Section

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REF: PIA/Rate-Running/IT-Equipment's/2023

Tender Date: 08-02-2023

Tender Cost: PKR 10,000

Earnest Money PKR : 250,000

Both Earnest Money & Tender Fee will be attached in technical bid

PKR 250,000 will be hold in PIA Account till Warranty Completed

INVITATION TO TENDERS AND INSTRUCTIONS TO BIDDERS

M/S _____

**Subject: Annual Rate Running Contract for Computers, Laptops, Printers
As and when required basis” for the year 2023
With Three (03) Years warranty**

Dear Sirs,

We are pleased to invite your sealed tenders for the subject tender. 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 P&L, PIA Procurement & Logistics Building JIAP Karachi by **27-02-2023**. 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 tenderers.

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 Commercial Purchase and Contract in this respect shall be final and binding.

EARNEST MONEY

The Tender should be accompanied by a **250,000** of the tendered value having been deposited in terms of a Pay Order payable at Karachi in lieu thereof in the name of **M/S PAKISTAN INTERNATIONAL AIRLINES** as interest free Earnest Money (Refundable) in Financial Proposals. Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered. Earnest Money will not be released till the Completion of Quantity or One year. Earnest Money will be hold by PIA Finance for 02 Years or Till Covered by Warranty period for the Safe Side.

SECURITY DEPOSIT

The successful tenderers upon award of Contract / Purchase Order will be required to furnish in the amount equivalent to **800,000** of total tender value as interest free Security deposit in shape of Pay Order of an equivalent amount or a Bank Guarantee for an equivalent amount countersigned by the Head Office of the Bank and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above. Security deposit 3% may be released after Completion of Quantity or Year End.

PREPARATION OF TENDER

Tender will be opened on “**Single Stage two envelopes**” basis. All bidders must submit **two sealed envelopes** “Technical proposal and Financial Proposal” on specified tender opening date/time. Technical Proposal will be opened on same date, whereas Financial Proposal will remain sealed till the evaluation of samples by PIA Management. Evaluation report uploaded on PPRA/PIA website. After 10 days the Financial Proposal of only those bidders will be opened whose sample are found acceptable.

Financial Proposal having following documents.

- a) The Schedule along with Rates duly filled in, signed and sealed.

Technical Proposal having following documents.

1. Tender Fees Pay Order of RS. 10,000 (NOT REFUNDABLE)
2. Technical data sheet
3. Company profile, Copy of GST & NTN certificate and technical literature.
4. Pay Order for Earnest Money Rs 250,000 (Refundable).

The outer cover of envelopes should bear address of the General Manager Procurement & Logistics, 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 duties / taxes, packing, octroi and delivery charges for free delivery to Karachi 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 120 days.
- e) Quotation must be written on PIA prescribed form otherwise Bids will not be entertained.
- f) Earnest money will not be released till completion of Qty or One Year

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: Tender Schedule-A

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

Mandatory Term and Condition

S. No.	Description	Documents
1	Must fully comply all the technical specifications, quote One rate for whole packages each set	Yes/No (provide check-sheet)
2	Company must be OEM or OEM certified Partner/ Distributor	Document Require
3	NTN & GST OR SECP registration certificate	Relevant certificate
4	Must be in business for at least 3 years	Company registration certificate
5	Must have office in one of the major City i.e. KHI , LHE or ISB and access to delivery all over Pakistan	Office addresses
6	Must have at least 05 customers / Purchase Orders to whom Laptops have been supplied in last 03 years	Customer reference
7	OEM must have presence in at least 15 countries world wide	Documentary Proof
8	Must have Services Centers of the Offered Product at in 03 cities in Pakistan	Address
9	Prices will be valid (Fixed) for One year.	

Specification

<p><u>Laptop – New</u></p> <ul style="list-style-type: none"> • Intel® Core i5 • 12th Generation • 08 GB Ram • 512GB SSD • 15.6” Display, • Battery type 3-cell, • wide Vision 720p HD camera • Operating system licensed Windows 10 Prof • With carry case <p>Brand → Dell or HP Or Lenovo Or equivalent 03 years warranty</p>	<p><u>Laptop - New 2IN1 X360</u></p> <ul style="list-style-type: none"> • Intel® Core™ i5 • Minimum 12th Generation • 08 GB Ram • 512GB SSD • Maximum 14” Display , • Battery type 3-cell, • wide Vision 720p HD camera • Operating system Windows 10 Professional Original • One year’s warranty • 360 Convertible <p>With carry case Brand → Dell or HP Or Lenovo Or equivalent 03 years warranty</p>
<p><u>New Branded Personal Computer with Keyboard Mouse</u></p> <ul style="list-style-type: none"> • Minimum 12th Generation • Intel® Core i5 Business / Professional series PC • Minimum Windows 11 Pro 64 licensed • 8 GB RAM • 512 SSD GB • USB Business Slim wireless Keyboard & Mouse • LAN 10/100/fast Ethernet card • Bluetooth • Wifi Supported • Minimum 22inch LCD / LED <p>Brand → HP OR Equivalent Three year warranty</p>	<p><u>Personal Computer Refurbished</u></p> <ul style="list-style-type: none"> • Latest in Refurb Condition (Minimum 4th Gen) • Intel Core i5 or higher • Business / Professional series • 8 GB RAM • 500GB Hard Drive & 128 SSD • USB Business Slim wireless Keyboard • USB Mouse wireless • 10/100/fast Ethernet Card • 22" LCD with HDMI Port or higher • BT , Wifi Supported • 22inch LED (With HDMI Port and Display Port) , • Keyboard Mouse <p>Brand □ HP OR Dell Or Equivalent 18 Months Warranty</p>
<p><u>Wifi Lserjet based Printer</u></p> <p>Number of Paper Trays:1Paper Hold Capacity: Input ,18CPM, Capacity: Up to 150 sheets-A4 / Letter Plain Paper (80 g/m2); 10-sheets-Envelope Output Capacity: Up to 30 sheets Maximum Paper Size:215.9 x 1200 mm (8.5 x 47.24")Paper Sizes: Legal, Indian-Legal (215 x 345 mm), 8.5 x 13", Letter, A4, 16K (195 x 270 mm), B5, A5, B6, A6, Hagaki (100 x 148 mm), Envelopes: #10, DL, C6Paper Feed Method: Friction feed Print Margin:3 mm top, left, right, bottom via custom settings in printer driver</p> <p><u>HP Or Epson OR Equivalent</u> 01 years warranty</p>	<p><u>Heavy Duty Scanner Features</u></p> <p>Fast scanning. Superb results. Every page. Produce scans at up to 40 ppm/80 ipm1 with two-sided scanning that captures both sides at once. Wi-Fi Direct enables scanning from a wireless mobile device without requiring a connection to a network or the internet. Capture every page easily – even stacks of mixed media – with HP Every Page and an ultrasonic sensor.2 Rely on this scanner time after time – recommended for 4,000 pages per day. Optimise workflows with one-touch scanning Streamline routine work with one-touch scanning – create one-button, custom settings for recurring scan jobs.</p> <p><u>HP Or Epson OR Equivalent</u> 01 years warranty</p>

Schedule 'A'

**Annual Rate Running Contract for Computers, Laptops, Printers
As and when required basis" for the year 2022
With Three (03) Years warranty**

SNo	Description	Qty:	Unit Rate (Rs.)	17% If App	Total Rate including 17%
1.	Laptop - New • Intel® Core i5	15 EA			
2.	Laptop - New 2IN1 X360	15 EA			
3.	New Branded Personal Computer with Keyboard Mouse	15 EA			
4.	Personal Computer Refurbished	15 EA			
5.	Wifi Lserjet based Printer	15 EA			
6.	Heavy Duty Scanner Features	20 EA			
Specification of each item can be seen in page No 05				Grand Total	

A → Important Note :

- I. Unfamiliar Brand will not be acceptable whose parts are not easily available or limited source available
- II. Important Note : After receiving of PO, delivery will be required within 15 days , else PIA reserve the right to arrange from some other sources at Your end
- III. Items/ Prices once approved should remain valid for one year period from the date of approval.
- IV. Must quote for All Item, Evaluation & Approval will be awarded to catagorywise / lowest evaluated baiss

B →

- a) Order will be placed on 'As & When Required' basis.
- b) SCM Department (PIA) will not be held responsible for any postal delay.
- c) Quantity can be increased or decreased by 15%.
- d) All participants are required to mention all taxes & GST separately. Payment term net thirty days.
- e) All participants must quote one rate and best delivery period.
- f) Quotation must be valid for 120 days (Extendable).
- g) Quote only One rate and One Brand.
- h) Delivery must be made at PIA Procurement & Logistics Building, Karachi Airport.
- i) Successful bidders shall also be required to submit professional tax. / NOC.
- j) Item found below PIA Standard shall be rejected / returned.
- k) Items/ Prices once approved should remain valid for one year period from the date of approval.

TENDERER'S SIGNATURE _____ Name _____

Tel / Cell No. _____ Email _____

GST No. _____ NTN NO. _____

SEAL _____

Tender No. _____

Agreement No. _____

Date _____

AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 2020 at _____ between PAKISTAN INTERNATIONAL AIRLINES COPORATION LIMITED "PIACL" a Public Limited Company incorporated and governed under the law of Pakistan having its head office at Karachi Airport, Karachi - Pakistan (hereinafter as "PIA") (which expression shall include the successors, legal representatives and permitted assigns.

AND

[Name and registered address of supplier with registration details] (hereinafter referred to as "Supplier") which expressions shall mean and include its employees, agents, successors. Assigns or any other person (s) which may derive any title under (Customer's _____ name)"
M/s.....

Agreed and shall be incorporated at the time of signing the contract.

WHEREAS 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 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 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. The quantities of supplies may also be increased up to 15 % of total quantity on same rates accordingly.

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 (and possible extension, if any) 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. Prices can not be changed due to fluctuate in USD Dollar rate.

ARTICLE - 4: PAYMENT

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

ARTICLE - 5: SECURITY DEPOSIT

The supplier 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 / (Pay Order) at his sole discretion. If an 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.

The Risk Purchase condition against the defaults included in ARTICLE-9, the amount of risk purchase & on any other default shall be deducted from security deposit of the bidder Security deposited 3% will not be released for years or the Completion of Warranty.

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.

ARTICLE - 8: 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, Deputy General 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, Deputy General Manager Purchase Commercial shall have the right to carry out risk purchase underwritten intimation /email to the supplier.
- b) Delivery must be required within time will be mentioned in the PO but not later than 15 days from the issuance of PO.
- c) 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.
- d) 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 or shall pursue the second lowest bidder on the basis of rates quoted in the tender.
- e) 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.

- 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. In case of such increase in quantities, the rates shall remain same and no addition in unit rate/ cost shall be acceptable. There will be no compensation for decreased quantity.
- g) If failure of delivery within 15 days from the issuance of Purchase Order, PIAC Management may arrange from some other source on Risk Purchase basis.
- h) 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 - 09: TEST REPORT

It is hereby agreed that the supplier will provide a chemical test report about the item delivered to PIAC after the interval of every six months or yearly for HACCP record.

PIA Reserve the right for any inspection / lab report of the offered item on supplier's Expencc.

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 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— Incharge Supply Chain Management, PIAC within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of Incharge 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.

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, 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 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 CEO/ Managing Director, PIAC as damages and the decision of the said CEO/ 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

M/s. _____ 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 form 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 or debar the Contractor for future to execute any contract with PIAC.

ARTICLE - 19: 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 affect the right of that party thereafter to enforce the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be a waiver of any succeeding breach of any such terms or provision itself.

ARTICLE - 20: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

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 Supplier 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 (Procurement) 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), understanding(s) and communications (written and oral) 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, pursuant 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) In case of Pre-qualification; the bidder shall apply registration with PIA to Deputy General Manager (Procurement Management), PIA Stores Building, Karachi Airport.
- h) PIA has right to take necessary action/ blacklisting of firm in line with rules, on non-compliance of PO / agreement.
- i) This Agreement shall be binding upon and shall ensure to the benefit of both parties hereto and their respective successors and assignees 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 (Procurement)
 Or
DGM (Purchase Commercial)
 1st Floor, SCM Building,
 PIACL Head Office Karachi Airport, Karachi
 75200
 Email: dgmipc@piac.aero

Supplier

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. CEO/ 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

Pakistan International Airlines Corporation Ltd
for and on behalf of

Signature & Seal _____

Signature & Seal _____

Name _____

Name _____

Designation _____

Designation _____

Vendor/ Supplier
for and on behalf of

Signature & Seal _____

Signature & Seal _____

Name _____

Name _____

Designation _____

Designation _____

C.N.I.C. No _____ C.N.I.C. No _____