

REF: GCM/Bindery/PIA-Finance/01/22

M/S _____

Sub: Bindery Contract Services (including material) for Finance Department at PIA Head Office, Karachi

Dear Sirs,

We are pleased to invite your sealed tenders for the Contract mentioned above. 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 tenders addressed to General Manager Contract Management, PIA Supply Chain Management Building JIAP Karachi latest by **18-04-2022 by 1030Hrs.** The tenders may be dropped in the tender box marked as “Tender Box Commercial Purchases” placed at the entrance of the PIA Supply Chain Management 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 Contract Management, 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 & times shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Contract Management, in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs.10,000/- (Non-Refundable) in the name of M/PAKISTAN INTERNATIONAL AIRLINES as tender fees along with Technical Proposal (Local Bidders).

B) Bid Security/ Earnest Money (Local Bidders)

The Tender should be accompanied a Pay Order payable (valid for 180 days from the date of tender opening) equivalent to 2 % of total bid value in the name of M/PAKISTAN INTERNATIONAL AIRLINES as interest free Bid Security (Refundable). Earnest Money in any other shape shall not be accepted. Bid Security 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.

C) Performance Guarantee (Local Bidders)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish performance guarantee (Pay Order OR Bank Guarantee) in the amount equivalent to 5% of total tender value as interest free Performance Guarantee and to remain valid 3-months after the expiry period of the Contract. The Bid Security already held can be converted into Performance Guarantee and balance amount (if any) shall be deposited as above.

D) PREPARATION OF TENDER “Single Stage Two Envelope Basis”

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “FINANCIAL” and “TECHNICAL” proposal.
- On the given tender opening date only “Technical Proposal” will be opened in the presence of tenderers available.
- The “Financial Proposal” shall be shown to the parties but will be retained with PIA without being opened.

- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be returned *un-opened* to the respective bidders.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA’s requirements with Technical Specifications are given.

Bidders **MUST**:

- Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate).
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Performa issued by PIA (Schedule-A).
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE, BEARING COMPANY’S STAMP**

F) PREPARATION OF TENDER - FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a) Schedule “A” duly filled in, signed and sealed.
- b) Original Pay Order for Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order/Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 180 days.

H) Duration of Contract

Contract will be awarded for the period of 03 years.

Yours truly,

Iftikhar Muhammad Usmani
GM Contract Management
Supply Chain Management
PIA Head Office, Karachi.
Ph: 021 9904 3081, 9904 4216
Email: gm.cm@piac.aero,
contract.administration@piac.aero

Tender Schedule "A"

| S.No | DESCRIPTION | UNIT | Quantity/ REQUIREMENT | UNIT RATE (PKR) | GROSS VALUE (PKR) |
|--|---|------|--------------------------|--------------------|----------------------|
| 1 | Pakka Binding 13*08 (including material) | EA | 40000 | | |
| 2 | Pakka Binding 15*11 (including material) | EA | 1500 | | |
| Total Contract Value for three years PKR | | | | | |
| Taxes (if applicable)____% PKR | | | | | |
| Grand Total for three years incl. tax PKR | | | | | |
| 2% Bid Security/ Earnest Money PKR | | | | | |

Grand Total for three years incl. tax PKR in Words_____

Broad Terms and Conditions of Tender

1. Rates must be quoted both in words & figures and mentioned all taxes separately for each unit of job with material.
2. Bidders are required to submit company profile/total experience in binding jobs and major clients.
3. Incomplete, mutilated bid offer without/deficient earnest money are liable to rejection.
4. Copy of GST/NTN certificate must be accompanied with the quotation.
5. The above quantities are approximate and may increase or decrease by 15%. Therefore contractor will not to claim for any compensation/adjustment from PIA in case of increase/decrease.
6. Payment term is in net 30 days on submission of original invoices.
7. Payment shall be made at actual services provided.
8. PIA will be the sole judge to determine the quality and the workmanship of the above item and also established the capability of firms to undertake this order/contract. PIA's decision in this regard shall be final will not be questioned in any court.

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

Tenderer's Name & Signature_____ Designation_____

Address_____

Tel No. _____ Fax No. _____ Email Address _____

GST No. _____ NTN No. _____

Seal_____

Bindery Contract Services at PIA Head Office

TECHNICAL EVALUATION CRITERIA

Total marks-75
Qualifying Marks-50

| | |
|---|----|
| (A) Total experience of Bindery services | |
| i) 15 Years and above | 20 |
| ii) 5 to 15 Years | 10 |
| iii) Up to 5 years | 05 |
| (B) Experience of providing Bindery Services to limited companies/govt. institutions or firms of similar size. | |
| i) Over 15 | 20 |
| ii) 5 to 15 years | 10 |
| iii) Up to 5 years | 05 |
| (C) Annual Turnover (Sales) (Average of Last 03 years) | |
| 1) Over 02 millions | 20 |
| 2) 0.5-02 millions | 15 |
| 3) Below 0.5 millions | 05 |
| (D) Annual Income Tax (Average of last 03 years) | |
| 1) Above 01 millions | 15 |
| 2) 0.1-01millions | 10 |
| 3) Below 0.1 millions | 5 |

Note: Please provide Documentary evidence in support of your answers. Without Documentary evidence section will be marked as Zero.

Bindery Contract Services (including material) at PIA Head Office**Draft Agreement**

Contract for Professional Services - Karachi

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

AND

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

The PIACL and the Contractor may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

WHEREAS Contractor has offered to provide services for Bindery at prices mentioned therein against each item and whereas, PIA has accepted the offer extended by the contractor on the terms and conditions incorporated hereafter as per Tender Schedule 'A'.

NOW THIS DEED WITNESSETH AS UNDER:-

1. Authority of Person Signing Contract and Document

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

2. Period of Contract

This contract has come into retrospective effect from _____ and shall remain in force for a period of 03 years.

3. Termination of Contract.

Either party can terminate this contract without assigning any reason or cause with a 30 days' notice to the other party. However, PIA shall have a right to terminate this contract upon giving seven days' notice in writing to contractor, in case there if any deterioration in quality of workmanship is noticed or if the Contractor violate any terms and conditions of this contract.

. If PIA violates any provision of this Contract, the contractor may also serve a notice writing within 7 days through register A/D mail, notifying such default on part of PIA. If PIA FAILS TO RECTIFY SUCH DEFAULT WITHIN 30 DAY FROM THE RECEIPT OF SUCH NOTICE, THE Contractor may terminate this contract upon expiry of such 30 days default by PIA hereinabove.

. In the event where the parties hold different views and cannot amicably resolve, the matter shall be referred to the Chief Supply Chain Management PIACL for his opinion. The opinion of the Chief Supply Chain Management PIACL shall be final and binding on both the parties in this regard.

4 Notices

All notice requests and demands given to or made upon the parties shall be in writing posted through registered mail at the addresses set forth below:-

PIA GM (Contract Management)
Supply Chain Management,
Karachi Airport.

Contractor : (Name with Designation)

5 .Prices

All the rates mentioned in annexed schedule shall remain firm and final for the duration of this Contact and shall not be enhanced on any account by the Contractor.

6. Payments

Payment in respect of supply/service shall be made by Deputy General Manager Local Payments, P.I.A Karachi Airport within 30 days on the submission of the pre-receipted bills /certified bills, which are to be drawn strictly in conformity with the order placed by the concerned department covering supplies/services under this contract / agreement. Payment shall be made at actual services provided.

7. Penalties

In event of breach of any clause of contract, delay in provision of services or poor quality of service, PIA shall be authorized to impose a penalty of up to Rs. 10,000/- per month which shall be recovered from the contractor's outstanding dues or performance guarantee.

8. Recoveries

When any sum of money is recoverable from the Contractor due to risk purchase or any other default under this or any other contract / agreement, P.I.A, shall be entitled to deduct the amount from pending Bills or through the Performance Guarantee of the Contractor at its sole discretion and Contractor will have no objection to the same.

9. Performance Guarantee

Prior to signing of this contract the Contractor shall furnish an interest free performance guarantee in shape of pay order or bank guarantee valid till 90 days after completion of contract period or any extension period thereof of the amount equivalent to 5% of total contract value. This guarantee shall be retained by the PIACL throughout the validity of this contract or any extension thereof, and after 03 months period after the expiry of this agreement or early termination whatever the case may be. The same may be refunded after settlement of all the dues outstanding against the Contractor and after clearance from Supply Chain Management Department of PIACL.

10. Sub-Letting

The Contractor shall not sub-let transfer or assign this contract or a portion / part of it to any other party without prior written permission from the PIA or else PIA shall be at liberty to terminate the contract / agreement at the risk and expenses of the Contractor.

11. Insolvency and Breach of Contract

Should the Contractor be adjudicated insolvent or made to enter into any agreement for composition with the creditors to suspend payment (for being a company be wound up, whether compulsorily or voluntarily or commit any breach of this contract herein not specially provided), PIA shall have the right to declare the contract as terminated, in which case the Contractor shall be liable to pay to PIA for any extra expenses which PIA incurs but shall not be entitled to any gain on repurchases.

12. Correspondence

The Contractor will not correspond with or approach any other authority/ persons directly or indirectly, whether the staff of PIA or OTHERWISE EXCEPT In charge Contract Administration Cell (SCM Department PIACL) and DGM Accounting (Finance department PIACL), regarding any matter arising from this or any other contract with PIA. The Contractor may carry on correspondence with the appropriate officials of the concerned departments, if so directed by purchases authorities.

13. Security Clearance of Contractor's Personnel

Only the authorized representatives/workforce of the Contractor having valid security passes from PIA Security will be allowed to enter the Head Office Building. The Security Passes will be arranged by DGM Accounting at the cost of Contractor.

14. Commission, Gifts.

Any bribe, commission, gifts or advantages given, promised or defrayed by or on behalf of the Contractor or his Partner Agent or Servant or any one of this or their behalf to any Officer, Servant, Representative or Agent of PIA relating to the obtaining or the execution of this or any other contract and also payment of any amount to be decided by the Chief of Supply Chain Management, PIA as damages and the said decision in this respect shall be final and binding on the Contractor.

15. Force Majeure

Neither party shall be liable any failure, delay in performing its obligations due to any case beyond reasonable control including fire, act public enemy, war, rebellion, fire act of public enemy, war, rebellion, insurrection, fire, accident, act of God, act or state or of the judiciary.

16. ARBITRATION GOVERNING LAW & JURISDICTION

- i. If at any time any question, dispute or difference may arise between both the parties under this Agreement, either party may as reasonable, give to the other Notice in writing of the existence of such question, dispute or difference, specifying its nature and the point at issue, for conciliation failing which the matter shall be referred to a single arbitrator nominated by the consent of the parties in accordance with the provision of Arbitration Act of 1940 or any statutory modification or re-enactment thereof for the time being in force or the seat of the arbitration shall be at Karachi.

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.

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager Contract Management
Supply Chain Management PIA Head Office,
Karachi.
Pakistan Intentional Airlines Karachi.

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for _____, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIA the amount of Security as specified in the contract which shall continue to be held by PIA until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by PIA the Earnest Money held by PIA shall stand forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

C.N.I.C. # _____

Seal _____

Date _____

Email: _____