



## **Pakistan International Airlines**

Supply Chain Management Department

BBI Airport Islamabad

Tel / Fax: 051-9280920

E-mail: isbpppk@piac.aero

**REF: SCM/LP-MISC-01/20**

**Date: 19-03-2020**

**Tender Cost: PKR 3,000**

### **INVITATION TO TENDERS AND INSTRUCTIONS TO BIDDERS**

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

\_\_\_\_\_

\_\_\_\_\_

**Sub: ANNUAL TENDER FOR THE SUPPLY OF BOTTLED DRINKING WATER (19 LTR BOTTLES)  
AT PIA OFFICES RWP/ISB**

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 your sealed tenders in **Single Stage Two Envelope Basis** addressed to Manager Supply Chain Management Islamabad, by **02-04-2020**. The tenders may be dropped in the tender box marked as "**Tender Box**" placed at PIA SCM office, Adjacent to PIA Flight Kitchen, Old Airport. Rawalpindi latest by 10:30 hours on the specified date. You may also send your tenders through mail (PIA SCM office, Adjacent to PIA Flight Kitchen, Old Airport. Rawalpindi) addressed to Manager Supply Chain Management 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.
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Manager Supply Chain Management Islamabad in this respect shall be final and binding.

#### **EARNEST MONEY**

The Tender should be accompanied by a Pay Order for RS. 3,000 (Non-Refundable) as tender document fee and 2% of the tendered value having been deposited in terms of a Pay Order or any other financial instrument payable at Islamabad/Rawalpindi in lieu thereof in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). 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.

### **SECURITY DEPOSIT**

The successful Bidders upon award of Contract / Purchase Order will be required to furnish in the amount equivalent to 05% 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.

### **OPENING OF TENDER**

Tender will be opened on "Single Stage Two Envelope" basis. All bidders must submit two sealed envelopes containing "Technical proposal and Financial Proposal" on specified tender opening date / time.

- **TECHNICAL PROPOSAL:**

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

1. Covering Letter on Company Letter Head for 50 Complimentary Water Dispensers without any security deposit.(Mandatory)
2. Company complete profile including item specifications including Brand Name, Origin/Made, Warranty/Guarantee and other technical literature etc.
3. Copy of GST & NTN Certificate (Mandatory)
4. Tender Fees (Mandatory)
5. Quality Certification from PSQCA with a valid period (Mandatory)
6. More than 02 year experience of supplies in any Govt. Department in RWP/ISB (Mandatory)
7. Company Plant/Facility visit by PIA Evaluation Team (if necessary)

The Technical Proposal will be opened on same date/time.

- **FINANCIAL PROPOSAL:**

The financial proposal sealed in other envelope containing heading "Financial Proposal" shall enclose:

1. The Tender Schedule duly filled in, signed and sealed (on all pages) (Mandatory).
2. Pay Order for Earnest Money (2% of tender value in the name of Pakistan International Airlines) (Mandatory)
3. Tender terms & conditions (duly signed) (Mandatory)
4. Mandatory Requirements (duly signed) (Mandatory)
5. Undertaking on RS. 100/- or above non-judicial stamp paper duly signed and stamped by an Oath Commissioner (Mandatory).

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

### **IMPORTANT NOTES:**

- Both envelopes (Technical & Financial Proposal) shall be enclosed in double cover.
- The outer cover should bear address of the Manager PIA Supply Chain Management Islamabad and reference number of the tender with opening date of tender and Bidder Name.
- All information about the material proposed to be supplied must be given as required in the "Tender Schedule".
- 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.

## **PRICES**

- a) The Prices quoted must be net as per accounting unit as shown in the “Tender Schedule” inclusive of all duties / taxes, packing, octroi and delivery charges to PIA ISB/RWP and IIAP Islamabad. 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 “Tender Schedule”
- d) Offers must be valid for 180 days.
- e) Quotation must be written on PIA prescribed form “Tender Schedule ” otherwise Bids will not be entertained.

## **ACCEPTANCE OF TENDER**

PIA do not pledge 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 without assigning reason.

Yours truly,  
**For: Pakistan International Airlines**

**Manager  
Supply Chain Management  
Islamabad**

### **Encl:**

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

**Note:** Prescribed Tender(s) form for the subject item may be directly downloaded from PIAC / PPRA website.

**TENDER SCHEDULE "A"**  
**REF: SCM/LP-MISC-01/20**

**Subject: TENDER FOR THE SUPPLY OF BOTTLED DRINKING WATER (19 LTR BOTTLES)**

DESCRIPTION	Unit	Required Quantity	Unit Rate (PKR)	Extended Value	Remarks
<b><u>BOTTLED DRINKING WATER</u></b> <b>(19 litre bottle)</b>	BTL	18,000			

**GST will be applied extra on items where applicable and must be mentioned on remarks section above.**

**Other Specifications and Requirements:**

- PSQCA and other health and safety standards must be meet.
- This is annual approximate requirement with 1500 Bottles per month.
- Supplies to be made **on as and when required basis**.
- Delivery period on one day demand.
- **50 Complimentary Water Dispensers** to be provided at different PIA offices at RWP/ISB. 50 Bottles consumption per month for each complimentary Bottle.
- Free Delivery to be made to all the PIA offices in RWP/ISB against demand.

TENDERER'S SIGNATURE \_\_\_\_\_ DESIGNATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

**Seal & Signature**

**GENERAL TERMS & CONDITIONS:**

- ITEM BRAND NAME, SPECIFICATIONS AND MADE/ORIGIN MUST BE AS PER TECHNICAL PROPOSAL.
- ITEM MUST MEET ALL THE LAWS AND MEASUREMENT STANDARDS OF INDUSTRY
- PIA EVALUATION COMMITTEE RESERVES THE RIGHT TO VISIT THE FACILITIES OF VENDOR FOR INSPECTION OF THE ITEM.
- ITEMS EVALUATION SHALL BE MADE BY EVALUATION COMMITTEE
- PARTICIPANTS REQUIRED TO QUOTE RATES INCLUSIVE ALL GOVT TAXES & GST SHALL BE MENTIONED SEPARATELY.
- QUOTED RATES MUST BE FIRM AND FINAL IN ALL RESPECT.
- PAYMENT TERMS NET THIRTY DAYS OR AS AGREED, INCOME TAX WILL BE DEDUCTED AT SOURCE.
- PAYMENT WILL BE MADE SUBJECT TO SATISFACTORY SUPPLIES.
- ALL FOREIGN VENDORS MUST SEND THEIR SEALED QUOTATION VIA CORRIER SERVICE DIRECTLY TO PIA SUPPLY CHAIN MANAGEMENT DEPARTMENT ISLAMABAD. PIA WILL NOT BE RESPONSIBLE FOR ANY POSTAL DELAY.
- PIA SECURITY PASS FOR VEHICLE AND EMPLOYEES IS THE RESPONSIBILITY OF VENDOR.
- THIS IS AN ANNUAL TENDER AND THE CONTRACT MAY BE EXTENDED FOR ANOTHER TWO YEARS ON SAME RATE TERMS and CONDITIONS ON MUTUAL CONSENT OF BOTH THE PARTIES.

**Delivery Schedule:** Effective from the date of award of contract with next day delivery against demand.

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 & Signature**

**MANDATORY REQUIREMENT**

DESCRIPTION	YES/NO
PARTICIPANT MUST BE REGISTERED WITH SALES TAX AUTHORITIES G.S.T. NO. MUST BE QUOTED.	
DELIVERY MUST BE MADE AT PIA OFFICES RWP/ISB (including IIAP) AGAINST DEMAND on AS and WHEN Required Basis.	
2% EARNEST MONEY (PAY ORDER ONLY) MUST BE SUBMITTED ALONG WITH THE QUOTATION.	
COMPLIMENTARY WATER DISPENSORS WITHOUT ANY SECURITY DEPOSIT.	
FACILITY/PRODUCT MUST BE REGISTERED/CERTIFIED BY PAKISTAN STANDARDS AND QUALITY CONTROL AUTHORITY (PSQCA)	
MANUFACTURER/AUTHORIZED DISTRIBUTOR CERTIFICATE (IF APPLICABLE)	

**NOTE:**

- All Bidders Should fulfill every column and attach the relevant documents along with the proposals
- The bidder not fulfilling and/all of the above shall be declared non-responsive / disqualified. In addition all terms and conditions should be complied by the Bidder.

**Seal & Signature**

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, 1956 (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 WITNESSTH AS UNDER:

#### ARTICLE – I: TERMS OF THE AGREEMENT

This agreement shall be 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 – II: 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 without 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, Rawalpindi Booking Office, Rawalpindi, within 30 days of the submission of the pre-receipt/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, 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

- a) Supply is to be made on \_\_\_\_\_ basis. The requirement for a day will be provided two days in advance and time of delivery of material, as specified on the PIAC 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 projections of PIAC referred in Article 9.

- b) The supplier's employee/s bringing deliveries of supplies will bring copies of delivery challans along with the supplies to fulfill documents / check formalities.
- c) Products from the supplier's 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 offloading 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 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 noncompliance 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 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 Building / Stores at \_\_\_\_\_. PIAC shall give monthly projections of requirement for each \_\_\_\_\_ to the supplier 30 days before start of the month. 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 24 hours of the delivery schedule by the Supplier, Manager Supply Chain Management 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 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.



#### 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 Supply Chain Management, 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 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

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, 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 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 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 of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce 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 signatory liable for all costs and damages.

**ARTICLE – 21: 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 – 22: 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 (PC)

Supplier

Or

Manager SCM, RWP/ISB

SCM Block, Adjacent to PIA Flight Kitchen

Old Airport Rawalpindi

75200

e-mail: [isbpppk@piac.aero](mailto:isbpppk@piac.aero)

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

**ARTICLE – 23: APPLICABLE LAW**

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

ARTICLE – 24: DISPUTE RESOLUTION

If any time any question, dispute or difference may arise between the parties under this agreement, either party may give a reasonable notice to the other party in writing of the existence of such question, dispute or difference specifying its nature and point at issue for conciliation failing which the matter may be referred to Arbitrator nominated by consent of both parties in accordance with the provision of Arbitration act, 1940 or any statutory modification or the re-enactment thereof for the time being enforced.

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

For and on behalf of

Pakistan International Airlines Corporation

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

For and on behalf of

\_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

WITNESS:

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

WITNESS:

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

WITNESS:

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

WITNESS:

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

**(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)**

Manager (Supply Chain Management)  
Pakistan International Airlines  
Islamabad.

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 # \_\_\_\_\_

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

Seal \_\_\_\_\_

Date \_\_\_\_\_