

PIA

Pakistan International Airlines
Supply Chain Management Department
Commercial Purchases Section
Tel: 99045137, Fax: 34570120
E-mail: dgmpc@piac.aero

Tender Ref: DGMP-C-Toners-2023-24

Dated: 19-05-2023

Tender Cost. PKR 10,000.00 (for local bidders)

Earnest Money: PKR 80,000

→ Both to be placed In [Technical Bid](#)

M/S _____

Sub: Annual Procurement of Laser jet Toners

With different Models / Sizes on "As and when required Basis" for the period of one (01) Year.

Dear Sirs,

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

A) SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In Single Stage Two Envelope Basis** addressed to General Manager Procurement, PIA Supply Chain Management Building JIAP Karachi by **05-06-2023**. 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. Late submitted will not be allowed / entertain as per Rule.
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 **Rs 80,000** 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 Technical Proposal / 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. . All tenders without Earnest Money shall not be considered.

SECURITY DEPOSIT

The successful tenderers upon award of Contract / Purchase Order will be required to furnish in the amount equivalent to Rs **90,000 (if required)** 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.

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 the Financial Proposal of only those bidders will be opened whose sample are found acceptable.

Financial Proposal having following documents.

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

Technical Proposal having following documents.

- a) Tender Fees Pay Order of RS. 10,000 (NOT REFUNDABLE)
- b) Company profile, Copy of GST & NTN certificate and technical literature. If not provided, bid will be rejected On Spot.
- c) Pay Order for Earnest Money Rs 80,000 (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.

PRICE

- 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) 1% of the total amount will be kept by PIA Finance till the completion of Warranty (if warranty required).

ACCEPTANCE OF TENDER

PIA do not pledge themselves to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations, divide business among more than one supplier or accept the tenders at rates on lowest individual items or extend the date of opening with assigning reason.

Yours truly,
For: Pakistan International Airlines

DGM (Purchases Commercial)

Encl:

1. Tender Schedule-A
2. Terms & Conditions

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

Tender Ref: DGMPC/Toners/2023-24

For the procurement of HP Laser jet Toners with different Models/Sizes

Note: (Recycle, Low Quality & Re-Furbished Toners will not be acceptable)

Description	Unit	Quantity Required	Unit Rates (PKR) Without GST	GST (if applicable)	Total Value PKR (Including GST)
<u>HP Laser Jet Toners Cartridges</u> HP-05A For Printer HP-2035/2055 Note: Recycle, Low Quality & Re-Furbished Toners will not be acceptable Brand: HP OR Equivalent Make: HP Compatible 1 st Copy (Same is applied on all below S/No)	Each	5			
<u>HP Laser Jet Toners Cartridges</u> HP-11A For Printer HP-2420	Each	05			
<u>HP Laser Jet Toners Cartridges</u> HP-12A For Printer 1020 / 1010	Each	60			
<u>HP Laser Jet Toners Cartridges</u> HP-26A For Printer HP-402	Each	03			
<u>HP Laser Jet Toners Cartridges</u> HP-35A For Printer HP-1005	Each	110			
<u>HP Laser Jet Toners Cartridges</u> HP-36A For Printer HP-1522	Each	05			
<u>HP Laser Jet Toners Cartridges</u> HP-42A For Printer 4250	Each	10			
<u>HP Laser Jet Toners Cartridges</u> HP-49A For Printer HP-1320	Each	300			
<u>HP Laser Jet Toners Cartridges</u> HP-51A For Printer HP-3005	Each	5			
<u>HP Laser Jet Toners Cartridges</u> HP-Q53A For Printer HP-2015	Each	20			
<u>HP Laser Jet Toners Cartridges</u> HP-55A For Printer HP-3055	Each	05			
<u>HP Laser Jet Toners Cartridges</u> HP-61A For Printer HP-4100	Each	03			
<u>HP Laser Jet Toners Cartridges</u> HP-64A For Printer HP-4015	Each	5			
<u>HP Laser Jet Toners Cartridges</u> HP-78A For Printer HP-1506	Each	15			
<u>HP Laser Jet Toners Cartridges</u> HP-80A For Printer HP-Pro-400	Each	5			
<u>HP Laser Jet Toners Cartridges</u> HP-83 For Printer HP-1271FN	Each	10			
<u>HP Laser Jet Toners Cartridges</u> HP-85A For Printer HP-1102	Each	160			
<u>18 % GST (If Applicable)</u>					
<u>PKR. 80, 000/- Earnest Money (Refundable)</u>					
<u>Net Total Amount Rs.</u>					

Mandatory Requirements (Must attached with Technical Proposal)

Must meet all technical specifications.

Annual Quantity/Supplies should be make "As and when required basis" for one year from the issuance of L.O.INote: Hand written bid (RATES) via Pen / Marker etc may be **REJECTED**. Please **TYPE** the BIDs / UNIT RATES. Alternatively Transparent TAPE should be pasted over **WRITTEN RATES**, to avoid **REJECTION****Mandatory requirements (Must be attached with Technical Proposals (Must meet all technical specifications). Annual Quantity /Supplies should be make "As and when required basis" for one year from the issuance of L.O.I**

Prices must be inclusive of all taxes but GST separately.

Terms and Conditions.

1. They have quoted the rates *inclusive of all GOVT Taxes*; but; *GST in currency separately*.
 2. **Registration Of Firm**: Participated must be registered with FBR (active TAX payer in GST) as **Importer, Distributor, Whole Seller, Stockiest / General Order Supplier OR Related trade.**
 3. Required / tendered quantity may increase or decrease.
 4. SCM Department (PIA) will not be held responsible for any postal delay.
 5. Purchase Order will be awarded to lowest Evaluated Bidder.
 6. **Delivery**: Delivery must be made as per Schedule given in Purchase Order.
 7. **Validity of Quote**: Quote must be valid for **120 Days** countable from date of opening of Technical Bid.
 8. **Rejection**: Item found below PIA standard shall be rejected / returned at the cost to the vendor.
 9. Please quote only one rate. More than one rates bid may be consider as Rejected.
 10. **Sample. Qty 01 Toner of each Model/Size (with Brand name) must be provided at the time of tender opening for Evaluation Purpose.**
 11. **Guarantee / Warranty**: Guarantee & Warrantee must be provided. (if Applicable)
 12. **Payment Terms**: Payment terms **NTD** (Net Thirty Days).
 13. Advance Payment shall not be made for Commercial items. Hence payment term will be NTD after submission of invoices.
 14. **Deduction of Tax**: Income Tax will be deducted at source.
- **Declaration by Bidder**: We/ I hereby affirm that all terms and conditions of the said tender are read and understood and we / I expressly confirm and agreed that our bid is in consonant to the terms and conditions of the tenders.

Tenderer's Signature. _____ Designation. _____

Address. _____

Tel No. _____ Fax No. _____ Email. _____

GST No. _____ NTN NO. _____

Seal. _____

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)
(Enclose with technical proposal)

General Manager (Procurement)
Supply Chain Management
1st Floor Supply Chain Management (old P&L) Department, Building,
Pakistan International Airlines Corporation Limited
Head Office J.I.A.P Karachi Airport 75200 Pakistan.

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We / I, the undersigned bidders 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 borned 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/Security Deposit held by PIA shall stand forfeited and we / I shall not question the same.

Bidder's Signature

Name in Full

Designation

Cell No:

Email:

Address:

Phone No

Fax No

N.I.C. #

Seal

Dated

INTEGRITY PACT / DISCLOSURE CLAUSE

Must be printed on company Letter Head
(Submit with Financial Proposal)

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

M/s. _____ the
Manufacturer / Authorized Distributor / 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 it 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.

Tender No. _____

Agreement No. _____

Date _____

CONTRACT AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 2023 at _____ between PAKISTAN INTERNATIONAL AIRLINES COPRORATION LIMITED (PIACL) a Public Limited Company incorporated and governed under the laws of Pakistan whose Head Office is at PIACL Building, Jinnah International 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 requires 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 is valid for one year effective from _____ and remains valid till _____, unless sooner terminated under the provision of this Agreement. The first term agreement maybe further extended for a period of 55 days or any term less than the stated days upon the satisfactory performance of the supplier, subject to PIA’s requirements–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

In case the Supplier’s Service is found unsatisfactory and if in spite of written warnings from PIA the Supplier fails to improve the service up to the satisfaction of PIA within 15 days from receipt of said warning, PIA shall impose a penalty as mentioned in Article 8 and 9. Notwithstanding, on account of poor performance by the supplier, PIA has the right to terminate the contract forthwith through written notice at any time.

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time 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.

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: PERFORMANCE GUARANTEE AS SECURITY DEPOSIT

Prior to the signing of this Agreement the Supplier shall deposit in cash not more than 5% of total contract value as interest free security deposit in lieu of Performance Guarantee with the Authorized Office of PIA. PIA shall have the right to recover / adjust all liabilities of the Supplier from the amount of Security deposit furnished/deposited by the Supplier. The Interest Free Security Deposit shall remain with PIA after three months of the expiry/termination of Agreement and the same will be refund to the Supplier after deduction of all the outstanding amounts and/or dues recoverable from the Supplier in relations to, arising out of and/or connected with this agreement. In addition, PIA shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws. 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

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
- 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: 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 A / B & C" (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 (if any) 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. The costs/ expenses associated with such testing shall be borne by the supplier
- b) Material is to be brought in clean and hygienically fit crates / cartons covering as per defined guidelines to be handed over to the Supplier.

- c) The supplier's employees entering PIAC Flight Kitchen Building for delivery of fresh supplies would be in clean uniform / clothes as per defined guidelines to be handed over to the Supplier.
- d) In case of 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 value of said supply shall be imposed and intimated to the supplier / rep of supplier and the same will be deducted from the Supplier's bills.

ARTICLE – 9: DELIVERY

TIME IS THE ESSENCE OF THIS AGREEMENT. All deliveries shall be completed as specified in the mode of supply described herein below or the delivery schedule given in the purchase order / requisitions, which however, will be in conformity with Article 7. Unless otherwise agreed, delivery of the material under this agreement shall be made at PIAC Flight Kitchen / Stores at concerned station. PIAC shall give monthly / weekly projections of requirement for each delivery of store to the supplier 30 / 07 days before start of the month / week. Should then supplier fail to deliver any supplies within the stipulated time as mentioned in the delivery schedule or any extension thereof, PIAC shall be entitled at its sole discretion to purchase from elsewhere such supplies at the risk and expenses of the Supplier and or impose penalty of liquidated damages as provided herein below:

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

- a) 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) If the Supplier fails to supply less than 75% of an ordered quantity of the delivery schedule, PIAC have the right to carry out Risk Purchase underwritten intimation /email to the supplier.
- c) In order to avoid risk purchase situation on account of reasons given in (a) and (b) above, PIAC will maintain a stock of three days for contingencies; and in case of unavoidable situation PIAC may exercise the right of risk purchase and will take necessary steps diligently to obtain fair price as prevalent in the market or shall pursue the second lowest bidder on the basis of rates quoted in the tender.
- 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) 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.
- 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 – 10: 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 [if applicable on Stationery Items – Rack Life Items must be with Manufacturing & Expiry Date at the time of supply].

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 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

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, act of God, act of state or of the judiciary.

Force Majeure shall not include;

- a. any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor

- b. (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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 (mentioned at page no. 08)

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 either party at any time to require the performance by other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

ARTICLE – 20: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the Supplier shall be deemed to warrant that he has the authority to do so from the Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so. PIAC may without prejudice to other legal rights / remedies cancel the agreement without notice and hold the 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

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

- a) 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: BLACKLISTING

If the Supplier fails/delays the performance of any of the obligations under the contract and violates any of the provisions of the contract, commits breach of any of the terms and conditions of the contract / PO / Lol or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, PIA may without prejudice to any other right of action/remedy it may have, blacklist the Supplier, either indefinitely or for a stated period for future tenders in public sectors as per provisions of PPRA Rules and PIA Procurement Regulations and Guidelines.

ARTICLE- 24. WARRANTIES AND INSURANCE

The Supplier warrants PIA that its services are free from defects in workmanship and materials. If examination shows that this warranty has not been met, the supplier will either reprocess or make a reasonable allowance, with the prior written consent of PIA. The foregoing warranty is the sole warranty made, and shall exclude any other warranty whether written or oral, express or implied. No representative of the supplier is authorized to make any further warranty.

ARTICLE- 25 SEVERABILITY:

If any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions which shall nevertheless remain binding and effective between the parties

ARTICLE – 26: APPLICABLE LAW

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

ARTICLE – 27: DISPUTE RESOLUTION

- a) The parties agree to the exclusive Jurisdiction of the Courts at Karachi.
- b) Any dispute between the parties arising out of this agreement shall not be settled other than through the Arbitration Act 1940. CEO/ MD PIACL, 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 – 25: PPRA ACT & RULES

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

ARTICLE – 28: 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)

Supplier

Or

DGM (Purchase Commercial)

1st Floor, SCM Building,

PIACL Head Office Karachi Airport, Karachi

75200

Email: dgmipc@piac.aero

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

For and on behalf of

for and on behalf of

Pakistan International Airlines Corporation Ltd

M/s.

Signature & Seal _____

Signature & Seal

Name _____

Name

Designation _____

Designation

WITNESS

WITNESS

Signature _____

Signature

Name (in Block letters) _____

Name (in block letters)

C.N.I.C. No _____

C.N.I.C. No