

REF:SCM.LHE-CTN-WSHING-LINEN-2022  
Tender Cost Rs. 3,000/-

## INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

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

Subject: TENDER FOR ANNUAL CONTRACT OF WASHING OF IN-FLIGHT LINEN FOR THE YEAR 2022-2023 AT LHE STATION.

Dear Sirs,

We are pleased to invite your sealed tenders for the items listed in the attached schedule. The terms & conditions of the tender are given below:-

### A) SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In Single Stage Two Envelope Basis** addressed to In-Charge Supply Chain Management Lahore, PIA Complex, AllAP, Lahore by / **Wednesday dated September 28, 2022.** The tenders may be dropped in the tender box placed at the entrance of the PIA Supply Chain Management Section LHE latest by 10:30 hours on the specified date. You may also send your tenders through registered mail addressed to In-Charge Supply Chain Management LHE, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours on the same day** in the presence of tenderers/bidders whoever cares to attend.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for any postal delays. The decision of In-Charge SCM in this respect shall be final and binding.

### B) PREPARATION OF TENDER

Tender will be opened on “Single Stage two envelopes” basis. All bidders must submit sealed envelopes containing “Technical proposal and Financial Proposal” separately on specified tender opening date/time. Initially only Technical Proposal will be opened & Financial Proposal of the qualified bidders will be opened on specified date later on.

**Financial Proposal must have following documents.**

- a) The Schedule duly filled in, signed and sealed.
- B) Pay order/Cash Receipt equivalent to 2% of the total bid value must be attached in respect of **Bid Security**. Bid Security in any other shape or already submitted against a running contract would not be acceptable.

**Technical Proposal must have following documents.**

a) Company profile, Copy of GST & NTN certificate along with last 2 years audited annual Accounts/Report & 1 year duly attested bank statement. The outer cover of envelopes should bear address of In-Charge SCM, PIA Complex AllAP Lahore - 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:

- 1) Sole Proprietor or his attorney.
  - 2) A registered active partner of the firm or his attorney.
  - 3) For the firm per procreation.
  - 4) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.
- b) Cash Receipt / Pay Order for PKR 3,000/- in respect of **TENDER FEE.**

**PRICES**

a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all taxes. However, if PST/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.** 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.

**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 and as per PPRA Rules.

Yours truly,

For Pakistan International Airlines

(MUHAMMAD KHALID)  
In-Charge SCM LHE

**Encl:**

1. **Tender Schedule-A**
2. **Terms & Conditions**
3. **Undertaking**

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

TENDER SCHEDULE "A"  
REF: SCM.LHE-CTN-WSHING-LINEN-2022

Subject: ANNUAL CONTRACT FOR WASHING OF LINEN FOR THE YEAR 2022-23 AT LHE STATION.

S/No	Description	Unit	Annual Requirement (Qty)	Rate	16%PST	Total
01	BC Head Rest Cover	No	65000			
02	Table Napkin	No	98000			
03	Trolley Napkin	No	80000			
04	Roll up Napkin	No	65000			
05	Pillow Cover	No	140000			
06	Mop Cloth	No	6000			
07	Pot Holder	No	6500			
08	Blanket	No	190000			
09	Bed Sheet	No	950			
10	Pillow cover large	No	950			
<b>Grand Total</b>						

Qty may vary 15% plus/minus.

AFTER OBTAINING FIRM P. O/Letter of Intent, VENDOR / SUCCESSFUL BIDDER MUST SUBMIT 3% SECURITY DEPOSIT IN SHAPE OF PAY ORDER/CASH RECEIPT WITHIN 10 WORKING DAYS. 16%PST WILL BE PAID ON DOMESTIC CONSUMPTION ONLY (WHICH IS 30%) WHILE ON INT'L CONSUMPTION (WHICH IS 70%); IT WILL BE TREATED AS ZERO RATED SUPPLIES AND NO PST/GST WOULD BE PAID ON INT'L CONSUMPTION AS PER THE FBR REGULATIONS.

Following terms/conditions must be considered while executing the contract:

- The contractor is required to pre-pack items in polythene bags (with PIA Logo) and marked the numbers of pieces for easy counting.
- Contract will be awarded on overall lowest basis after the approval of competent authority. (Item-wise lowest may not be considered).

- Most of the items will be required to be suitable starch/dry clean as per corporation's requirement.
- The contractor's representatives will carry out washing and cleaning of Linen on as and when required basis.
- PIA reserves the right to inspect / visit the facilities of vendor at any time during currency of contract.
- Item found below the PIA standard approved specs shell be Rejected / returned without any liability to PIA.

**Regulatory compliance**

Contractor must comply with PSQCA / Aviation standards related to hygiene & cleanliness.

**Transportation**

Linen/Supplies to be delivered in Food Services/Catering LHE in hygienically proper cleaned and covered van so that items should not be exposed to sunlight and other pollution.

**Documentations**

PIA security pass for vehicle and employees is the responsibility of vendor.

**Uniform**

Supplier/Contractor staff delivering goods must wear neat & clean uniform (including shoes and company logo/identity) failing which a fine of 2% per supplies will be imposed.

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 \_\_\_\_\_

## Tender Terms & Conditions

1. ALL PARTICIPANTS MUST QUOTE ONE RATE AND BEST DELIVERY PERIOD.
2. PLEASE NOTE THAT QUOTED RATES MUST BE FIRM AND FINAL IN ALL RESPECT.
3. PAYMENT TERMS WOULD BE (NTD) NET THIRTY DAYS.
4. QUOTATION MUST BE VALID FOR 120 DAYS FROM THE DATE OF TECHNICAL PROPOSAL OPENING.
5. SUPPLIERS HAVE TO QUOTE FOR ALL ITEMS AND BID WILL BE AWARDED ON LOWEST RATES BASIS.
6. ITEM FOUND BELOW PIA STANDARD SHALL BE REJECTED / RETURNED.
7. SUPPLIER SHOULD FULFILL ALL DOCUMENTARY REQUIREMENT AS PER PIA PROCEDURE.
8. PARTICIPANT IS REQUIRED TO QUOTE RATES INCLUSIVE ALL GOVT TAXES & GST SHALL BE MENTIONED SEPARATELY.
9. PST WILL BE PAID ON ITEMS WHERE APPLICABLE.
10. SUPPLY/LINEN TO BE DELIVERED DIRECTLY AT CATERING AREA OF PIA LHE STATION.
11. MUST COMPLY WITH PSQC / AVIATION STANDARD.
12. ITEM FOUND BELOW PIA SPECIFIED STANDARD APPROVED SPECS SHALL BE REJECTED / RETURNED WITHOUT ANY LIABILITY TO PIA.
13. PIA SECURITY PASS FOR VEHICLE AND EMPLOYEES IS THE RESPONSIBILITY OF CONTRACTOR.
14. SUPPLIER STAFF DELIVERING GOOD MUST WEAR CLEAN PROPER UNIFORM (INCLUDING SHOES) AND COMPANY LOGO / IDENTITY OTHERWISE FINE OF 02% PER SUPPLIES WILL BE IMPOSED.
15. ONLY ISO CERTIFIED DRY CLEANERS CAN PARTICIPATE.

### IMPORTANT NOTE:

If any stage documents provided by participants found tempered / bogus Earnest Money deposited will be forfeited. ISO Certified Dry Cleaner is allowed to participate with all related documents at the time of Technical opening. 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 Bidder/s.

**Evaluation Criteria for Washing of Linen at LHE Station**

Total Marks = 100, Qualifying Marks = 70

**1- Formation / Incorporation Status of the Firm: Total Marks – 10**

- a) Joint Stock Company (10 marks)
- b) Private limited Company (08 marks)
- c) Partnership (06 marks)
- d) Sole Proprietorship (05 marks)

**2- Annual Turnover: Total Marks – 10**

- a) More than 10 Million (10 marks)
- b) More than 05 Million but less than 10 Million (07 marks)
- c) Less than 05 Million but more than 01 Million (04 marks)

**3- Clientele of the Firm: Total Marks – 10**

- a) More than 03 corporate clients (10 marks)
- b) More than 01 corporate clients but less than 03 clients (07 marks)
- c) Having 01 corporate client only (05 marks)

**4- Experience of the Firm: Total Marks – 10**

- a) More than 10 years of experience (10 marks)
- b) More than 06 years of experience but less than 10 years (07 marks)
- c) Less than 06 year years experience but more than 03 years (04 marks)

**5- Infrastructure / Equipment Availability: Total Marks – 10**

- a) Required equipment, washing/Dry cleaning machines etc. (10 marks)
- b) Limited equipment (05 marks)

**6- Fleet of Vehicles for movement of linen: Total Marks – 10**

- a) More than 03 vehicles in fleet (10 marks)
- b) Less than 03 vehicles but more than 01 (05 marks)
- c) Having 01 vehicle only (03 marks)

**7- Litigation history of the firm: Total Marks – 10  
(An Undertaking to this effect may be required)**

- a) No history in litigation (10 marks)
- b) One Case pending against (05 marks)

c) More than one cases against (0 / Zero marks)

**8- Personnel Experience: Total Marks – 10**

- a) More than 10 trained staff with certifications and vast experience (10 marks)
- b) Less than 10 but more than 05 trained staff with certification and experience (05 marks)

**9- Financial Standing of the firm: Total Marks – 10**

- a) Last 02 years audited income statement / balance sheet to be annexed.
- b) One year attested bank statement.

**10- Location and Certifications achieved by the firm: Total Marks – 10**

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

Manager SCM/SCM LHE  
Pakistan Intentional Airlines

Subject: UNDERTAKING TO EXECUTE CONTRACT.

Dear Sir,

1. We / I, the undersigned tenderer do hereby 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 \_\_\_\_\_



## **INTEGRITY PACT / DISCLOSURE CLAUSE (On Letter Head of Firm)**

### **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 form from Government of Pakistan.

Agreement No: SCM.LHE-CTN-WSHING-LINEN-2022

## Draft Agreement for Washing Pakistan International Airline's In-Flight Linen

THIS AGREEMENT is made on \_\_\_\_\_ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a corporation existing and operating under Pakistan International Airlines Corporation Conversion Act 2016 (PIACL Act 2016) and Company Act 2017 having its Head Office at Karachi Airport, Karachi (hereinafter called "P.I.A.C.L") of the one part and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the "The supplier") of the other part.

### WHEREAS

CONTRACTOR has offered to provide Washing Services of PIA in-flight linen more precisely described in the attached schedule namely Para 2 at price mentioned therein against each item and WHEREAS PIA has accepted the offer extended by the CONTRACTOR on the terms and conditions as incorporated hereinafter.

### 1- Scope of Work

- a) CONTRACTOR will provide washing of in-flight Linen (10 Items as mentioned in Para 2) services to PIA on daily basis.
- b) Transportation to carry linen from and to Airport will be provided by CONTRACTOR.
- c) Parties in consultation with each other will decide pickup and drop timings.
- a) CONTRACTOR will daily send 2 persons at agreed time to the designated area "Catering Section of Allama Iqbal Int'l Airport Lahore to sort out the Linen to be washed.
- b) Sorting of Linen will be carried out in the presence of PIA staff.
- c) CONTRACTOR staff will immediately inform PIA staff if any piece found damaged, discolored or heavily soiled during counting and will not bring those pieces for washing.
- d) PIA staff will arrange to make a printed pick-up and delivery list of items to be washed and gate pass to transport it out of Airport premises.
- e) A duly signed copy of printed pick-up and delivery list will be handed to CONTRACTOR for their record till the items are returned after washing the next day at the time decided and agreed upon by both parties.
- f) Linen will be washed with best quality products and packed separately in plastic bags, as per the requirement of PIA.
- g) PIA staff will make sure to check and count the items before signing the pick-up and delivery list. CONTRACTOR will not be responsible for any discrepancy afterwards.

**2- Rates**

Both the parties agree upon the following rates for the 10 items to be washed during contract period.

S.#	Description	Unit	Qty	Rate (PKR)	Value (PKR)
1.	BC Head Rest Cover	No	65000		
2.	Table Napkin	No	98000		
3.	Trolley Napkin	No	80000		
4.	Roll up Napkin	No	65000		
5.	Pillow Cover	No	140000		
6.	Mop Cloth	No	6000		
7.	Pot Holder	No	6500		
8.	Blanket	No	190000		
9.	Bed Sheet	No	950		
10.	Pillow cover large	No	950		
<b>Total</b>					
<b>Plus 16% PST on 30% QTY</b>					
<b>Total Financial Impact</b>					

**3- Price**

- a) The rate mentioned in Clause No. 2 shall remain firm and final for the duration of this agreement which shall not be enhanced by the supplier on any account whatsoever.
- b) The quantities mentioned in Clause No. 2 may increase/decrease by 15% according to the requirement of the PIA and CONTRACTOR agrees to wash the same accordingly.

**4- Period of Agreement**

This agreement shall commence from DATE and shall remain in force for a period of one year expiring on DATE unless sooner terminated under the provision of this Agreement. This period can be extendable for another two terms on the same rates, terms and conditions if deemed necessary and subject to satisfactory performance of the contractor.

**5- Payments**

Payment in respect of supply shall be made by Finance Manager PIA, District Sales Office, Egerton Road, Lahore, 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.

**6- Notice**

All notices, requests and demands given or made upon by the parties shall be in writing and through registered mail at the addresses set forth below.

Address PIA: Manager SCM, PIA; PIA Complex, AllAP Lahore

Address CONTRACTOR: 25 Egerton Road, Lahore.

**7- Security Deposit / Bid Security**

The supplier may provide a Pay Order/Cash Receipt in the name of Pakistan International Airlines equivalent to 5% of the bid value amount. However, upon successful completion of the contract and not further extended, the Security Deposit/Bid Security will be returned within 90 days.

PIAC shall always have lien to this deposit to recover any amount in case the Supplier fails to comply with any or all provisions of this Agreement or any other extension thereof. PIAC shall have the right to recover / adjust all liabilities of the supplier from the amount deposited / furnished by the supplier.

**8- 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 its 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.

For non performance or unsatisfactory performance of washing services a penalty of Rs. 5,000/= (Five Thousand only) will be imposed each time due to default in services and deducted from the bills of the contractor. In case of any shortage in supply of linen or substandard washing the same penalty of Rs. 5,000/= will be imposed for both incidents.

**9- Variation**

Except for change involving amendments relating to pick-up / delivery schedule, the agreement shall not be varied or modified without the mutual agreement in writing duly signed by the both parties.

**10- 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.

**11- 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.

**12- Inspection**

Washing of all Linen shall be of best quality, and shall strictly conform to PIA specification and shall in all respect be to its satisfaction. The authorized representative of PIA will carry out inspection.

**13- Force Majeure**

Excepts as provided under this Agreement neither party shall be liable for any failure or delay in performing their obligation(s) due to any cause beyond its reasonable control including without limitation, fire, act of public enemy, war, rebellion, insurrection, accident, disease outbreak in live chicken, road blockages of VIP movement etc, act of God, act of state or of the judiciary.

**14- Correspondence**

CONTRACTOR will not correspond with or approach any other authority / person directly or indirectly whether the staff of PIA or otherwise except persons authorized by PIA regarding any matter arising from this or any other contact with PIA. CONTRACTOR will carry on correspondence with the appropriate official as directed by PIA.

**15- 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 and debar the Contractor for future to execute any contract with PIAC.

**16- Security of Contracts Personnel**

Only the authorized representative of CONTRACTOR having security passes from PIA security will be allowed to enter the flight kitchen area, the security passes will be arranged by the \_\_\_\_\_.

**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.

**18- Applicable Law**

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

**19- Governing Laws & Dispute Resolution**

a) This agreement shall be governed and interpreted in accordance with Laws of Pakistan.

b) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. 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.

**20- PPRA Act & Rules**



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

**17- Termination**

- a) 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.
- b) Either party shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the party or its employees or non performance of responsibilities and services by the party and other provisions of this agreement.
- c) The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

**IN THE WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE AFFIXED THEIR SIGNATURES:**

**For: PIA**

**For: Contractor**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(In Capital Letters)

Name: \_\_\_\_\_

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

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

NIC No. \_\_\_\_\_

NIC No. \_\_\_\_\_

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

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

**WITNESSES**

**WITNESSES**

1- Signature: \_\_\_\_\_

1- Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No. \_\_\_\_\_

CNIC No. \_\_\_\_\_

2- Signatures: \_\_\_\_\_

2- Signatures: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No. \_\_\_\_\_

CNIC No. \_\_\_\_\_