



Pakistan International Airlines

Supply Chain Management Department
Near PIA Flight Kitchen Old Airport Islamabad
Tel / Fax: 051-9280920
E-mail: isbpppk@piac.aero

REF: ISB-CNT-074-20

Date: 20-05-2020

Tender Cost: PKR 6,000

INVITATION TO TENDERS AND INSTRUCTIONS TO BIDDERS

M/S _____

Sub: ANNUAL CONTRACT FOR PROVIDING THE SERVICES OF “WASHING OF LINEN”

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 Single Envelope Basis** addressed to Manager Supply Chain Management Islamabad, by **08/06/2020**. 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. 6,000 (Rupees Six Thousand Only) (Non-Refundable) and 2% (two) 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 at least one week prior to the award of Contract / Purchase Order shall 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 in the form and substance acceptable to PIACL for an equivalent amount and to remain valid 3-months after the expiry/termination period of the Contract.

OPENING OF TENDER

Tender will be opened on "Single Stage Single Envelope" basis. All bidders must submit their proposals/Bids on specified tender opening date / time. Proposals/Bids in envelope shall enclose:

1. Copy of GST & NTN Certificate (Mandatory)
 2. Tender Fees (Mandatory)
 3. Letter Head Mentioning Names of Item for which company is Quoting. Please note that you have to mention only names of items in this letter (Mandatory).
 4. Company Profile
 5. Technical Literature & Quality Certification (if any/required),
 6. The Tender Schedule duly filled in, signed and sealed (on all pages) (Mandatory).
 7. Pay Order for Earnest Money (2% of tender value in the name of Pakistan International Airlines) (Mandatory)
 8. Tender terms & conditions (duly signed) (Mandatory)
 9. Mandatory Requirements (duly signed) (Mandatory)
 10. Undertaking on RS. 100/- or above non-judicial stamp paper duly signed and stamped by a Oath Commissioner (Mandatory).
 11. Integrity Pact / Disclosure Clause (duly signed) (Mandatory).
- The outer cover should bear address of the Manager Supply Chain Management Islamabad and reference number of the tender with opening date of tender.
 - All information about the material proposed to be supplied must be given as required in the schedule to tender.
 - The tender will not be considered if complete information required is not given therein.
 - Particular attention must be paid to delivery time.

Authorized Signatures of individual signing the tender and other documents connected with the contract must specify whether signing as:

- a) Sole Proprietor or his attorney.
- b) A registered active partner of the firm or his attorney.
- c) For the firm per procreation.
- d) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.
- e) The Tenderers must indicate whether its firm / company / organization etc is registered with PIA or not. If registered then specify PIA Registration number.

PRICES

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

DURATION OF CONTRACT

Contract will be awarded for the period one year, two terms extendable on same rates terms and condition on mutual consent basis subject to satisfactory performance.

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

**Manager
Supply Chain Management
Islamabad**

Encl:

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

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

Subject: ANNUAL CONTRACT OF WASHING OF LINEN

Description	Unit	Quantity	Unit Rate Rs.	Extended Value	Remarks
01- PILLOW COVERS BC	NO.	98000			
02- HEAD REST COVER	NO.	46700			
03- TABLE COVER	NO.	95000			
04- TROLLEY COVER	NO.	57000			
05- ROLLUP NAPKIN	NO.	60000			
06- POT HOLDERS	NO.	5300			
07- MOP CLOTH	NO.	6900			
08- BLANKET	NO.	264625			
09- OLD LINEN	NO.	37500			
10- BED SHEET	NO.	416			
11- PILLOW COVER LARGE	NO.	208			

- **GST will be paid on items where applicable with the distribution of quantities 70% International flight zero rated and 30% domestic flight.**

TERM & CONDITIONS

Following terms/conditions must be mentioned in the contract and under taking to the contract.

1. Initially, this Agreement shall be valid for a period of one (01) year. This agreement may be extended for another period of two (02) equal terms, on the same terms and conditions subject to satisfactory performance of service provider.
2. The contractor is required to pre-pack items in polythene bags and marked the numbers of pieces for easy counting.
3. Most of the items will be required to be suitable starch/dry clean as per corporation's requirement.
4. The contractor's representatives will carry out washing and cleaning of linen ware on as and when required basis.
5. PIA reserves the right to inspect / visit the facilities of vendor at any time during currency of contract.
5. Item found below the PIA standard approved specs shall be Rejected / returned without any liability to PIA.

GENERAL TERMS & CONDITIONS:

- SUPPLIES TO BE DELIVERED IN FLIGHT KITCHEN IN HYGIENICALLY CLEANED VAN.
- ITEM FOUND BELOW PIA SPECIFIED STANDARD APPROVED SPECS SHALL BE REJECTED / RETURNED WITHOUT ANY LIABILITY TO PIA.
- PARTICIPANT IS REQUIRED TO QUOTE RATES INCLUSIVE ALL GOVT TAXES & GST SHALL BE MENTIONED SEPARATELY.
- PARTICIPANT MUST QUOTE ONE RATE AND BEST DELIVERY PERIOD.
- QUOTED RATES MUST BE FIRM AND FINAL IN ALL RESPECT.
- GUARANTEE & WARRANTEE MUST BE PROVIDED. (IF APPLICABLE)
- PAYMENT TERMS NET THIRTY DAYS OR AS AGREED, INCOME TAX WILL BE DEDUCTED AT SOURCE.

- SUPPLIER CAN QUOTE FOR ALL ITEMS/ALL STATION OR INDIVIDUAL ITEM /ONE STATION. BID WILL BE AWARDED ON INDIVIDUAL/STATION WISE LOWEST RATES BASIS (IF APPLICABLE).
- ALL FOREIGN VENDORS MUST SEND THEIR SEALED QUOTATION VIA CARRIER SERVICE DIRECTLY TO PIA PROCUREMENT & LOGISTIC DEPARTMENT. PIA WILL NOT BE RESPONSIBLE FOR ANY POSTAL DELAY.
- SUPPLY TO BE DELIVERED DIRECTLY TO FLIGHT KITCHEN ISLAMABAD.
- PIA SECURITY PASS FOR VEHICLE AND EMPLOYEES IS THE RESPONSIBILITY OF VENDOR.
- SUPPLIER STAFF DELIVERING GOOD MUST WEAR CLEAN PROPER UNIFORM (INCLUDING SHOES) AND COMPANY LOGO / IDENTITY OTHERWISE FINE OF 02% PER SUPPLIES WILL BE IMPOSED.

Delivery Schedule: Within 07 days after award of contract on as and when required basis.

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 _____

PRODUCT TERMS & CONDITIONS:

- ITEM SHOULD BE PROCESSED IN AN ESTABLISHMENT HAVING MODERN AUTOMATIC EQUIPMENT FOR PROCESSING STORAGE AND TRANSPORTATION SHOULD PREFERABLY MEET WITH INTERNATIONAL HYGIENE HSE STANDARDS.

Seal & Signature

MANDATORY REQUIREMENT

DESCRIPTION	YES/NO
PARTICIPANT MUST BE REGISTERED WITH INCOME TAX & SALES TAX AUTHORITIES NTN and G.S.T. NO. MUST BE QUOTED.	
DELIVERY MUST BE MADE AT PIA RECEIVING SECTION/FLIGHT KITCHEN AT ISLAMABAD STATION.	
2% EARNEST MONEY (PAY ORDER ONLY) MUST BE SUBMITTED ALONG WITH THE QUOTATION.	
SAMPLES TO BE SUBMITTED ALONG WITH TECHNICAL PROPOSAL. (IF APPLICABLE)	
FACILITY/PRODUCT SHOULD BE PREFERABLY HACCP CERTIFIED AND PREFERABLY APPROVED BY PAKISTAN STANDARDS AND QUALITY CONTROL AUTHORITY (PSQCA). (IF APPLICABLE)	
MANUFACTURER/AUTHORIZED DISTRIBUTOR CERTIFICATE (IF APPLICABLE)	

NOTE:

1. All Bidders Should fulfill every column and attach the relevant documents along with the proposals
2. 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 LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Karachi Airport Karachi (Hereinafter called the "PIACL" and/or "PIA") of the one part

AND

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

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

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

Initially, this Agreement shall be valid for a period of one (01) year, with effect from _____ to _____, extendable for another period of two (02) equal terms, on the same terms and conditions subject to satisfactory performance of service provider.

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

Prior to the execution of this Agreement, the Contractor shall deposit Pay Order @ 05% of the total contract value amounting Rs. _____ (in words _____) as interest free Security Deposit with Finance Manager (PIA _____). The Agreement shall not be enforced if the contractor failed to pay the security deposit at the time stipulated hereinabove. PIA shall always have lien on this deposit to enforce any recovery and amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof, PIA will refund the security deposit in full or after making necessary recoveries / adjustment of any liabilities/outstanding amounts that may have arisen out of this Agreement in addition to any other remedy available to PIA under applicable laws. The Interest Free Security Deposit shall remain with PIA upto 3 months after the termination of agreement or any extension thereof.

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 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 projections of PIAC referred in Article 9.
- b) The supplier's employee/s bringing deliveries of frozen products supplies will bring, without fail, copies of delivery challans along with the supplies to fulfill documents / check formalities.
- c) Products from the suppliers 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 off loading 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 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 non compliance 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 Flight Kitchen / 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 Purchase Commercial 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 for HACCP record.

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, staff 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 and/or breach of any services under this Agreement by the Supplier, its employees, staff and / or its agents or otherwise. In any case, the obligation on the part of the Supplier to indemnify shall be not 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, 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 affect the right of that party thereafter to enforce the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be a waiver of any succeeding breach of any such terms or provision itself.

ARTICLE – 20: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the Supplier shall be deemed to warrant that he has the authority to do so from the Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so, PIAC may without prejudice to other legal rights / remedies cancel the agreement without notice and hold the 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 Supply Chain Management
SCM Office, adjacent to PIA Flight Kitchen
Old Airport. Rawalpindi
75200
e-mail: isbpppk@piac.aero

ARTICLE – 23: APPLICABLE LAW & JURISDICTION

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

The Courts at Karachi shall have exclusive jurisdiction to try any matter arising out of, in connection with and relating to this agreement.

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

For and on behalf of

Pakistan International Airlines Corporation

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 _____

Address _____

Address _____

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

Manager (Supply Chain Management)
Pakistan Intentional Airlines
Old Airport 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 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 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 _____