

Pakistan International Airlines

Purchases Flight Kitchen Section, 1st Floor, Supply Chain Management (old P&L) Department Building,
(PIACL), Head Office Karachi Airport-75200. Tel: +92-21-99045131 / 5379, Fax: +92-21-34570120
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Tender No. FSD-021-22

Dated. 6th June, 2022

Tender Cost Rs 5,000.00 Paper size A4

Invitation to Tenders and Instructions to Bidders

M/s. _____

Subject: Annual - News Papers & Magazines - Year 2022-23 for
KHI, ISB, LHE, PEW, UET, SKT & MUX, Stations

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 (old P&L) Building JIAP Karachi by **27-06-2022**. 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.

2. **Both technical & Financial Proposals should be sealed with Scotch Tape with authorized signature.**

a) Tenders must be in two separate sealed envelopes;

✓ (Technical Proposal) → with Tender Reference Number

✓ (Financial Proposal) → with Tender Reference Number.

b) Note: All foreign bidders must mentioned Tender Ref No, date of opening & item description on their courier envelope.

Tenders received after stipulated date & time shall not be considered.

The Corporation will not be responsible for any postal delays.

The decision of **General Manager (Procurement)** in all respect shall be final and binding.

PREPARATION OF TENDER

Tender will be opened on "Single Stage two envelopes" basis. All bidders must submit **one sealed envelope with two separate envelopes** consisting of "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.

Financial Proposal having following documents.

a) The Schedule duly filled in, signed and sealed. [Rates Only]

Technical Proposal having following documents.

a) Quality samples / brochures / list (NON RETURNABLE),

b) Company profile, Copy of GST & NTN certificate and technical literature.

c) Tender Fee Rs 5,000.00 Pay Order (back side of Pay Order must be marked Company Name. Tender No, GST & NTN Number)

d) Rs 50,000.00 Refundable (Fixed Earnest Money) (Participant of Whole Network / any Single Station), As Security Deposit in shape of Pay Order (back side of Pay Order must be marked, Company Name. Tender No, GST & NTN Number)

e) Technical Proposal must be submit **(02-sets must be in File)** one set for file record & one set for technical evaluation)

The outer cover of envelopes should bear address of the **General Manager Procurement**, PIA SCM (old P&L) 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.

PRICES

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all taxes.
- 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.

Contract / LoI / PO will be issued at Current Cover Rates of the day.

Yours truly,
for: Pakistan International Airlines

DGM Purchases Commercial

Encl:

1. Tender Schedule-A
2. Terms & Conditions
3. Mandatory Requirement
4. Undertaking & Pre-Qualification Form
5. Draft Agreement (Rs. 100/- Non-Judicial Stamp paper → 1st page of Agreement)

Note Tenders form for the subject item may be directly downloaded from PIAC / PPRA website.
<http://web.piac.com.pk/business-with-pia/procurement/tender-listing/tender-listing.aspx>
<http://www.ppra.org.pk/>

TENDER SCHEDULE "A" Tender No. FSD-021-22
Daily News Paper for the year 2022-23

[A-I] → KARACHI - [Normal Days]						
S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Daily Dawn	55,543				
2	Daily The News	35,176				
3	Roznama Jang	74,057				
4	Roznama Nawa-i-Waqt	55,404				
5	Daily The Nation	15,120				
6	Daily Business Recorder	34,992				
7	Roznama Express	32,400				
8	Roznama Dunya	24,840				
9	Roznama Nai Baat	4,937				
10	Roznama Khabrain	6,480				
11	Daily Express Tribune	4,514				
12	Roznama 92 News	3,086				
13	Pakistan Observer	8,607				
Total						

[A-II] → KARACHI - [Sunday]						
S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Daily Dawn	9,257				
2	Daily The News	5,863				
3	Roznama Jang	12,343				
4	Roznama Nawa-i-Waqt	9,234				
5	Daily The Nation	2,520				
6	Daily Business Recorder	5,832				
7	Roznama Express	5,400				
8	Roznama Dunya	4,140				
9	Roznama Nai Baat	823				
10	Roznama Khabrain	1,080				
11	Daily Express Tribune	752				
12	Roznama 92 News	514				
13	Pakistan Observer	1,434				
Total						

[A-III] → KARACHI – Magazines							
S#	Description	Publication	QTY	Cover Price	Discount (%)	Discounted U-Rate Rs.	Total Rs.
1	Akhbar e Jahan	Weekly	1,040				
2	FAMILY	Weekly	600				
3	NEWSWEEK	Weekly	1,200				
4	HERALD	Monthly	5,760				
5	READER's Digest	Monthly	2,880				
6	NEWSLINE	Monthly	3,352				
7	TIME Magazine	Weekly	1,200				
Total Rs.							

[B-I] → ISLAMABAD - [Normal Days]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Daily Dawn	37,522				
2	Daily The News	23,569				
3	Roznama Jang	44,434				
4	Roznama Nawa-i-Waqt	32,832				
5	Daily The Nation	20,789				
6	Daily Business Recorder	12,096				
7	Roznama Express	30,423				
8	Roznama Dunya	15,120				
9	Roznama Khabrain	10,800				
10	Daily Express Tribune	4,514				
11	Roznama 92 News	3,086				
12	Pakistan Observer	8,607				
Total						

[B-II] → ISLAMABAD - [Sunday]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Daily Dawn	6,254				
2	Daily The News	3,928				
3	Roznama Jang	7,406				
4	Roznama Nawa-i-Waqt	5,472				
5	Daily The Nation	3,465				
6	Daily Business Recorder	2,016				
7	Roznama Express	5,071				
8	Roznama Dunya	2,520				
9	Roznama Khabrain	1,800				
10	Daily Express Tribune	752				
11	Roznama 92 News	514				
12	Pakistan Observer	1,435				
Total						

[B-III] → ISLAMABAD – Magazines

S#	Description	Publication	QTY	Cover Price (Current)	Discount (%)	Discounted U-Rate Rs.	Total Rs.
1	Akhbar e Jahan	Weekly	1,040				
2	FAMILY	Weekly	500				
3	NEWSWEEK	Weekly	1,200				
4	TIME Magazine	Weekly	1,200				
5	GLOBAL Village Space	Monthly	3,720				
Total Rs.							

[C-I] → LAHORE – [Normal Days]						
S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Daily Dawn	35,547				
2	Daily The News	23,569				
3	Roznama Jang	61,714				
4	Roznama Nawa-i-Waqt	66,690				
5	Daily The Nation	21,600				
6	Daily Business Recorder	4,860				
7	Roznama Express	35,397				
8	Roznama Dunya	32,400				
9	Roznama Nai Baat	7,406				
10	Roznama Khabrain	10,800				
11	Daily Express Tribune	4,515				
12	Roznama 92 News	3,086				
Total						

[C-II] → LAHORE – [Sunday]						
S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Daily Dawn	5,925				
2	Daily The News	3,928				
3	Roznama Jang	10,286				
4	Roznama Nawa-i-Waqt	11,115				
5	Daily The Nation	3,600				
6	Daily Business Recorder	810				
7	Roznama Express	5,899				
8	Roznama Dunya	5,400				
9	Roznama Nai Baat	1,234				
10	Roznama Khabrain	1,800				
11	Daily Express Tribune	753				
12	Roznama 92 News	514				
Total						

[C-III] → LAHORE – Magazines							
S#	Description	Publication	QTY	Cover Price (Current)	Discount (%)	Discounted U-Rate Rs.	Total Rs.
1	Akhbar e Jahan	Weekly	780				
2	FAMILY	Weekly	650				
3	NEWSWEEK	Weekly	600				
4	TIME Magazine	Weekly	600				
5	GOOD Time	Fortnightly	1,300				
Total Rs.							

[D-I] → PESHAWAR – [Normal Days]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Roznama Jang	17,280				
2	Roznama Express	6,480				
3	Roznama Khabrain	2,160				
Total						

[D-II] → PESHAWAR – [Sundays]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Roznama Jang	2,880				
2	Roznama Express	1,080				
3	Roznama Khabrain	360				
Total						

[E-I] → QUETTA – [Normal Days]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Roznama Jang	7,406				
2	Roznama Express	4,320				
Total						

[E-II] → QUETTA – [Sunday]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Roznama Jang	1,234				
2	Roznama Express	720				
Total						

[F-I] → SIALKOT – [Normal Days]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Roznama Jang	7,406				
2	Roznama Express	6,480				
3	Roznama Dunya	6,480				
Total						

[F-II] → SIALKOT – [Sunday]

S#	Description	QTY	Cover Price Rs.	Discount in %	After Discount U/Rate	Total Rs.
1	Roznama Jang	1,234				
2	Roznama Express	1,080				
3	Roznama Dunya	1,080				
Total						

[G-I] → MULTAN – [Normal Days]

S#	Description	QTY	Cover Price Rs.	Discount in % / Rs	After Discount U/Rate	Total Rs.
1	Roznama Jang	6,171				
2	Roznama Nawa-i-Waqt	5,130				
3	Roznama Express	5,400				
4	Roznama Dunya	5,400				
5	Roznama Khabrain	2,160				
Total						

[G-II] → MULTAN – [Sunday]

S#	Description	QTY	Cover Price Rs.	Discount in % / Rs	After Discount U/Rate	Total Rs.
1	Roznama Jang	1,029				
2	Roznama Nawa-i-Waqt	855				
3	Roznama Express	900				
4	Roznama Dunya	900				
5	Roznama Khabrain	360				
Total						

GST WILL BE PAID ON ITEMS WHERE APPLICABLE AS PER GOVERNMENT OF PAKISTAN

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.

Mandatory Requirement

<u>Annual Contract for Supply of News Papers & Magazines for the Year 2022-23 at KHI, ISB, LHE, PEW, UET, SKT & MUX, Stations</u>	Yes/No
Daily News Papers _____	
Weekly Magazine _____	
Participant must be registered with sales tax authorities GST must be mentioned	
Delivery must be made at PIA Flight Kitchen Karachi, Islamabad, Lahore, Peshawar, Quetta, Sialkot, & Multan Stations.	
2% Earnest Money (pay order only) must be submitted along with the quotation.	
Authorized newspaper agency participates.	

Tender Terms & Conditions

- All participants must quote one rate and best delivery period.
- Please note that quoted rates must be firm and final in all respect.
- Payment terms net thirty days - Quotation must be valid for 120 days from the date of technical proposal opening - Quantity 15% may increase or decrease.
- Suppliers have to quote for all items and bid will be awarded on individual lowest rates basis.
- Supplier should fulfill all documentary requirements as per PIA procedure.
- Participant is required to quote rates inclusive all govt taxes but GST should be mentioned separately - GST will be paid on items where applicable - Supply to be delivered directly to PIA Flight Kitchen - Karachi, Islamabad, Lahore, Peshawar, Quetta, Sialkot, & Multan Stations.
- 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.
- Authorized newspaper agency may participate.
- If any document provided by participants found in genuine / bogus / tempered at any stage, PIA reserve the right to take punitive action against the bidder inclusive forfeiture of Earnest Money / Security deposit - Authorized News Paper Agency is allowed to participate with all related documents at the time of Technical opening - All Bidders Should fill every column and attach the relevant documents along with the proposals - The bidder not fulfilling any/all of the above shall be declared non-responsive / disqualified - In addition all terms and conditions should be complied by the Bidder - **Quote / Mention all terms & conditions clearly.**

Tenderer's Signature _____

Name in Full _____

Designation _____

Address _____

Phone / Fax # _____

Valid email(s) _____

C.N.I.C _____

Seal _____

Dated _____

General Manager (Procurement)
Supply Chain Management
Pakistan International Airlines Company Limited
Karachi.

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

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

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

Valid email(s) _____

C.N.I.C. _____

Seal _____

Dates _____

(this 1st page of Agreement, must be printed on Non-Judicial Stamp Paper Rs.100.00)

Agreement No. FSD-021-22

Date: _____

AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION, a corporation existing and operating under Pakistan International Airlines Corporation ACT, 1995 (Act XIX of 1956), having its Head Office at Karachi Airport, Karachi (hereinafter called "P.I.A.C.") of the one part and M/s _____ having its registered office at _____ (hereinafter called the "The supplier") of the other part.

WHEREAS, the PIAC required supply of _____ products.

And whereas Supplier has offered the provisioning of material as precisely described in the attached "Schedule I" thereof for each item in required quantity and quality and whereas the supplier has represented to and assured PIAC that it has capability to supply the material desired / required by PIAC, and whereas PIAC has accepted the offer extended by the supplier upon terms and conditions set herein below:

NOW THIS DEED WITNESSTH AS UNDER:

ARTICLE – I: TERMS OF THE AGREEMENT

This agreement is valid for one year effective from _____ and remains valid till _____, unless sooner terminated under the provision of this Agreement. The first term agreement is also extendable by PIA, if deemed necessary, for another 55 days or any term less than it on the same rates, terms and conditions.

ARTICLE – II: TERMINATION OF THE AGREEMENT

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving 90 days written notice to the other party 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 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 Procurement and Logistics Department, 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: SECURITY DEPOSIT / EARNEST MONEY

The supplier may provide a Pay Order in the name of Pakistan International Airlines or bank guarantee of equivalent to 5% of the bid value amount in lieu of cash at his sole discretion. If a irrevocable Bank Guarantee is provided as Earnest Money, then the validity of this bank guarantee may be replaced by another irrevocable Bank Guarantee as security deposit with the validity period equal to the duration of the contract plus 180 days.

However, upon successful completion of the contract and not further extended, the bank guarantee will be returned within 90 days.

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

ARTICLE – 6: RECOVERIES

When any amount is recoverable from the Supplier due to risk purchase or any other default under this Agreement, then PIAC shall intimate the same to the supplier with supporting reasons and evidence. The supplier shall have a right to review such claim and extend it reservations or acceptance within 15 days of receipt of such intimation. In the event of acceptance PIAC shall be entitled to deduct such amount from the pending bills of the Supplier.

ARTICLE – 7: MODE OF SUPPLY

- 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.
- 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.
- Products from the supplier's delivery vehicle shall be offloaded within two hours of arrival of the vehicle at the Purchaser's specified location and shall not be detained beyond two hours. In the event the products are not offloaded within two hours then the supplier shall have the right to return without offloading the products and such non-delivery will not be considered default at part of the Supplier.

ARTICLE – 8: HYGIENIC STANDARD

- 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.
- Material is to be brought in clean and hygienically fit crates / cartons covering as per defined guidelines to be handed over to the Supplier.
- 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.
- In case of noncompliance of any of above conditions the supplier shall be notified in writing specifying the deficiency. In case the deficiency is not rectified within 15 days of notification a fine up to 2% of supplies value shall be imposed and intimated to the supplier and the same will be deducted from the Supplier's bills.

ARTICLE – 9: DELIVERY

TIME IS THE ESSENCE OF THIS AGREEMENT. All deliveries shall be completed as specified in the mode of supply described herein below or the delivery schedule given in the purchase order / requisitions, which however, will be in conformity with Article 7. Unless otherwise agreed, delivery of the material under this agreement shall be made at PIAC 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 – 9: 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 – 10: 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 Procurement & Logistics, 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 II: 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 12: 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 – 13: 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 – 14: 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.

ARTICLE – 15: 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 – 16: 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.

NO FORMAL SIGNING OF THIS AGREEMENT IS MANDATORY – ALL TERMS ARE APPLICABLE ON LOI AWARDED SUPPLIER.

ARTICLE – 17: 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 – 18: 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 – 19: 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 – 20: 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 – 21: 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, Flight Kitchen Building,

AC, Karachi Airport, Karachi

75200

e-mail: dgmipc@piac.aero

ARTICLE – 22: APPLICABLE LAW

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

ARTICLE – 23: GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- b) The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Karachi.
- c) 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.

ARTICLE – 24: PPRA ACT & RULES

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

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 _____