



Pakistan International Airlines
Supply Chain Management Department
BBI Airport Islamabad
Tel: 051-9280920
E-mail: isbpppk@piac.aero

REF: ISB-CNT-011-23
Date: 10-07-2023
Tender Cost: PKR 5,000

INVITATION TO TENDERS AND INSTRUCTIONS TO BIDDERS

M/S _____

Sub: ANNUAL CONTRACT FOR THE SUPPLY OF “BUTTER UNSALTED” FOR PIA ISLAMABAD.

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 Manager Supply Chain Management Islamabad, by **WEDNESDAY / AUGUST 02, 2023**. The tenders may be dropped in the tender box marked as “**Tender Box**” placed at PIA SCM Department, SCM Block 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 on the aforementioned address, 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.

BID SECURITY

The Tender should be accompanied by a Pay Order for RS. 5,000 (Rupees Five Thousand Only) (Non-Refundable) and Rs. 40,000/- (Forty Thousand only) bid security 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 Bid Security (Refundable). Bid Security 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 bid security for any other tender. All tenders without Bid Security shall not be considered.

PERFORMANCE GUARANTEE AS SECURITY DEPOSIT

The successful Bidders upon award of Contract / Purchase Order may also be required to furnish in the Rs. 100,000/- as interest free Security deposit in shape of Pay Order or a Bank Guarantee for an equivalent amount countersigned by the Head Office of the Bank and to remain valid 3-months after the expiry period of the Contract. The Bid Security already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

OPENING OF TENDER

Tender will be opened on “Single Stage Two Envelope” basis. All bidders must submit two sealed envelopes containing “Technical proposal and Financial Proposal” on specified tender opening date / time. **Both technical & Financial Proposals should be sealed with Scotch Tape with authorized signature.**

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

1. Samples (Enclosed/along with envelope) (Mandatory)
2. Copy of GST & NTN Certificate (Mandatory)
3. Tender Fees (Mandatory)
4. Pay Order for Bid Security (Rs. 40,000) in the name of Pakistan International Airlines) (Mandatory)
5. 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).
6. Company Profile. (if any/required)
7. Technical Literature & Quality Certification (if any/required),

The Technical Proposal will be opened on same date, whereas, financial proposal sealed in other envelope containing heading “Financial Proposal” shall enclose:

1. The Tender Schedule duly filled in, signed and sealed (on all pages) (Mandatory).
2. Tender terms & conditions (duly signed) (Mandatory)
3. Mandatory Requirements (duly signed) (Mandatory)
4. Undertaking on RS. 100/- or above non-judicial stamp paper duly signed and stamped by a Oath Commissioner (Mandatory). That if the bidder is awarded the contract they will be bound to execute the contract & provide goods/services as per contract.
5. Integrity Pact / Disclosure Clause (duly signed) (Mandatory).
6. **Hand written bid (RATES) via Pen / Marker / Pointer etc will not be acceptable. Only TYPED BID / TYPED UNIT RATES will be accepted. Alternatively Transparent TAPE should be pasted over WRITTEN RATES. Non-Compliance of above may result in REJECTION OF YOUR BIDS.**

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

Please note that:

- The envelopes (Technical Proposal Financial Proposal) shall be enclosed in double cover.
- 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.

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 SCM ISB

Encl:

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

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

Subject: ANNUAL CONTRACT OF THE SUPPLY OF BUTTER UNSALTED FOR PIA ISLAMABAD.

S #	Description	Unit	Quantity	Rate	GST	Value
1	Butter Unsalted (Reputable Brand)	KG	40,000			
Net Financial Impact						

- **GST will be paid on items where applicable with the distribution of quantities 70% International flight zero rated and 30% domestic flight 17% GST.**
- **Quoted rates shall be in accordance to Tender Schedule, i.e. rates shall be mentioned according to PIA's specified packing size/weight/etc. Any deviation will not be entertained.**

Note: it is important to mention that Brands are encouraged to be used in cooking, keeping in view safety, health & hygiene standards for PIA passengers.

SPECIFICATION+

SPECIFICATIONS	<u>Chemical:</u> <ul style="list-style-type: none">• No artificial and non-food grade color.• Only food grade preservatives.• Should have 80% to 85% pure milk fat.• Should be prepared from fresh cream obtained from cow/buffalo milk.• Ingredients must be declared.• Percentage / composition of ingredients to be declared from reputable lab.
	<u>Biological:</u> <ul style="list-style-type: none">• Sample will be subject to clearance of in-house microbiological analysis.
	<u>Sensory:</u> <ul style="list-style-type: none">• Should give fresh taste & flavor of pure butter.

1. Labeling:

- Date of manufacturing & expiry must be printed on each packet.
- Expiry date on removable stickers are not acceptable.
- Product must have 80% remaining shelf life, less than 80% will not be acceptable.
- Brand name must be labeled on each packet.

2. Packing:

- All supplies are required of proper sealed pack in original brand packing.
- 05 Kg packing must be sealed in original brand packing.
- Each packet shall be clearly marked or labeled with a name of the product, address of the manufacturer, net weight volume & date of expiry.
- Damaged, dirty & dusty packets are not acceptable.

3. Transportation / Delivery:

- Supplies to be delivered in flight kitchen in hygienically clean refrigerated van.
- Chilled van temperature must maintained of minimum +5°C or below in order to prevent supplies from spoilage / deterioration.
- Delivery will be made in PIA Flight Kitchen on as & when required basis.

4. Track Record of Supplier:

- A reputable supplier with no track record of legal dispute with PIA.

5. Sample:

- Minimum 05kg packet.

6. Food Law / Regulatory Compliance / Certification:

- Compliance certificate with PSQCA standards or similar agency would be preferred. Should be Halal certificate, ISO 22000 or HACCP certified.

7. Laboratory Reports:

- Samples will be evaluated by Evaluation Committee of food services subject to clearance of in house microbiological analysis, if required.
- Food Services Division may get samples tested from reputable lab during the contract period and bill will be charged to the supplier.
- Samples will be tested in different dishes to test & evaluate the taste, aroma, consumption per unit & overall results.

8. Who can supply:

- Manufacturer / authorized distributor of manufacturer & related business operator.

9. Other Terms & Conditions:

- PIA reserves the right to inspect / visit the facilities of vendor at any time during currency of contract for inspecting HSE / Quality Standards. In case of not satisfactory visit report, it is the responsibility of vendor to correct the points highlighted in the visit report. If not corrected within the given time then contract may be terminated.
- Items found below the required specs shall be rejected / returned without any liability to PIA.
- PIA security pass for vehicle and employees is the responsibility of vendor
- Supplier staff delivering goods must wear clean uniform (including shoes and company logo/identity). A fine of 2% on each supply will be imposed in case of non-compliance.

10. Submission of Samples in Food Lab for microbiological verification:

- Samples should be received in first three working days i.e. Monday, Tuesday & Wednesday preferably.
- Samples should be properly packed & sealed with company label.
- Minimum 03 to 05 samples.
- In case of bulk quantity for cooking purposes like cheese block & slice, butter salted, unsalted, cooking yogurt, chocolate dark & white etc at least 05kg block is required for microbiological analysis and final product analysis as per Chef's requirement.
- Minimum time required for submission of microbiological report is 48-72 hours (03 days) after submission of food samples in lab.
- Temperature at the time of delivery should be as per product requirement. Chilled product should be received at +5C & frozen item should be received at -18C (tolerance -10C).
- Prior to submission of sample the supplier must provide lab report of the product from any authentic laboratory. This includes both microbiological and chemical analysis report of the product.
- Please ensure compliance for reliable results.

GENERAL TERMS & CONDITIONS:

- MUST COMPLY WITH FOOD LAWS OF PAKISTAN
- 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.
- QUANTITY/PERIOD MAY INCREASE OR DECREASE BY 15%.
- 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.
- ITEM IS SUBJECT TO EVALUATION BY PROVIDING ADVANCE SAMPLE TO DETERMINE THE REQUIRED QUALITY BY THE USER DEPARTMENT.
- SUPPLY TO BE DELIVERED DIRECTLY TO FLIGHT KITCHEN ISLAMABAD.

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 _____

Seal & Signature

MANDATORY REQUIREMENT

DESCRIPTION	YES/NO
PARTICIPANT MUST BE REGISTERED WITH SALES TAX AUTHORITIES G.S.T. NO. MUST BE QUOTED. AND MUST BE ON ACTIVE TAX PAYER LIST OF FBR.	
DELIVERY MUST BE MADE AT PIA RECEIVING SECTION/FLIGHT KITCHEN AT ISLAMABAD STATION.	
RS.40,000/- BID SECURITY (PAY ORDER ONLY) MUST BE SUBMITTED ALONG WITH THE TECHNICAL BID.	
SAMPLES TO BE SUBMITTED ALONG WITH TECHNICAL PROPOSAL	
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:

All Bidders Should fulfill every column and attach the relevant documents along with the proposals

The bidder not fulfilling and/all of the above shall be declared non-responsive / disqualified. In addition all terms and conditions should be complied by the Bidder.

Seal & Signature

AGREEMENT

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 (Hereinafter called the "PIACL" and/or "PIA") of the one part

AND

[name of the Contractor], having its 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 PIACL and the Contractor may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

NOW THIS WITNESSTH AS UNDER

ARTICLE 1: TERMS OF THE AGREEMENT

This agreement shall be effective from _____ to _____ unless so owner terminated under the provision of this Agreement and elsewhere. The same is extendable by PIACL if deemed necessary, for another 15% of the contract period or any term less than it on the same rates term and conditions.

ARTICLE 2: TERMINATION OF THE AGREEMENT

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement in case of any breach of this Agreement by the Contractor at any time.

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

The Prices quoted by the Contractor at the time of bid shall be locked during the whole period and or during the period extension of this contract The Contractor shall not charge prices for the products/services provided/suppled and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule "A".

PIA agrees to the Contractor for the material / services supplied by it hereunder 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 Contractor on any account whatsoever.

ARTICLE -4: PAYMENT

Payment in respect of service shall be made by Finance Manager, Rawalpindi Booking Office 30 days of the submission of the invoice along with prescribed Sales Tax invoices and other proof of payment

of taxes in case of taxable goods/services, which are to be drawn strictly in conformity with the orders placed by the concerned department under this agreement on actual products/services procured.

The payment (s) shall be made to the Contractor after conformation from the relevant PIACL official that contractual obligations have been satisfactory fulfilled and after deduction of all required Government taxes or fees levied by federal / Provincial Government or its authorities.

ARTICLE-5: PERFORMANCE GUARANTEE AS SECURITY DEPOSIT

At the time of the execution of this Agreement the Contractor shall deposit in cash (5% of total contract value) as interest free security deposit with the Authorized Office of PIACL, PIACL shall have the right to recover/adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

ARTICLE-5: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /or through Security Deposit including without limitation other lawful means from the Contractor whether due in respect of this or any other Agreement and /or from any other due amount of the Supplier lying with PIACL and the Contractor will have no objection on recovery of the same by PIACL.

ARTICLE-6: INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless Purchaser, 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 contract whether due to performance / non-performance or poor performance of any services/products under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall 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 Contractor.

ARTICLE-7: INSOLVENCY AND BREACH OF CONTRACT

Should the Contractor be adjudicated insolvent or made to enter into any agreement for composition with the creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement not herein specifically provided PIACL shall have the right to declare the agreement terminated forthwith and in which case the Contractor shall be liable to the confiscation of security deposit and for any extra expenses which it might incur but it shall not be entitled to any gain or compensation from PIACL.

ARTICLE-08: SCHEDULE

For all intents and purposes, the schedule (s) annexed herewith shall form an integral part of this agreement and contractor 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 a violation of this agreement on the part of the Contractor.

ARTICLE-09: FORCE MAJEURE

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Contractor shall, immediately

by written notice served on PIACL, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

ARTILCE-10: CORRESPONDENCE

The Contractor will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Manager SCM and General Manager Procurement regarding any matter arising from this or any other agreement with PIACL. The Contractor may carry on correspondence with the designated officials of the user department if so directed by authorities.

ARTICLE-11: NOTICE

All notices, requests and demand given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile at the addresses set forth below.

GENERAL MANAGER PROCUREMENT

Address

PIA .Karachi Airport.

Karachi-75200

Karachi

OR

MANAGER SCM

SCM Office,

Adjacent to PIA Flight Kitchen

Old Airport.

Rawalpindi

Contractor

Name:

Designation:

Address:

Phone Fax Numbers

Email

ARTICLE -12: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by/or on behalf of the contractor or his Partner Agent or Servant or anyone on its behalf to any Officer, Servant Representative or Agent of PIACL for showing or for bearing to show favour of disfavor to any person in relation to this or any other agreement as aforesaid shall subject the contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by PIACL as damages and the this decision in this respect shall be final and binding on the Contractor.

ARTICLE -13: NO BROKER

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whomsoever. The Contractor agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which may be suffered by, accrued against ,charges to or are recoverable from PIA and which arises out of the Contractor's action (s) or negotiation(s) with or in respect to Broker (s) or agents(s).

Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and / or fees of any kind have been made by the Contractor to any Broker (s) or

agent(s) or persons or entities whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Contractor.

ARTICLE -14: ASSIGNMENT

1. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Contractor including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.
2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

If the Contractor assigns this Agreement to any other party in contravention of this Article, PIA in its discretion may terminate this agreement and / or black list and debar the Contractor for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

ARTICLE-15. DISPUTE RESOLUTION

1. The PIACL and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after 10 working days, from the commencement of such informal negotiations, the PIACL and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to District Manager PIA RWP/ISB for resolution by arbitration under the Pakistan Arbitration Act, 1940. The seat/place of arbitration shall be at RWP/ISB, Pakistan. The award shall be final and binding on the parties.

ARTICLE-16. STATUTES AND REGULATIONS

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at RWP/ISB shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

ARTICLE-17. TAXES AND DUTIES

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

ARTICLE-18. LIQUIDATED DAMAGES / PENALTIES

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price/Security Deposit/invoices, as liquidated damages, a sum of money @5% of the total Contract Price which is attributable to such part of the Services / the deliverables, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the PIACL , and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @5% of the Contract Price.

ARTICLE-19. BLACKLISTING

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

ARTICLE-20. FORFEITURE OF INTEREST FREE PERFORMANCE SECURITY

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
 - a. If the Contractor commits a default under the Contract;
 - b. If the Contractor fails to fulfill any of the obligations under the Contract;
 - c. If the Contractor violates any of the terms and conditions of the Contract.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 5% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Contractor fails / poor/ delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Contractor.
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

ARTICLE -21: WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce hereof 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 -22: 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 me Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so PIA without prejudice to other legal rights / remedies cancel the Agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE - 23: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) This are inserted in this Agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -15 hereof.

ARTICLE – 24: 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 Chief Supply Chain Management, PIAC within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of Chief Supply Chain Management, PIAC shall be final and binding on the Supplier.
- d) All the above said liabilities of the Supplier are without prejudice to its other present / future liabilities arising from this Agreement whether due to performance and / or non-performance of its contractual obligation(s) or otherwise.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

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
BBI 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 Bid Security 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 _____