

Tender No. SCM/RWP/TGS/PIA-1971/25

Dated. 24 Dec , 2025

Tender Cost Rs 12,000.00

Earnest Money Rs 200,000.00

INVITATION TO BID

- ❖ Pakistan International Airline (PIA) invites quotations through EPADS and sealed bids from renowned (Eligibility as per tender documents) Vendors “Single Stage single Sealed Envelope Basis” for

COMPLETE MAINTENANCE WITH PARTS REPLACEMENT OF TRACTOR PIA-1971 AT RWP/ISB STATION

- ❖ Bidding documents containing detail terms and conditions, etc. are available at electronically and can be downloaded from
 - ❖ PIACL Website <https://www.piac.com.pk/corporate/sales- procurement/tenders>
 - ❖ PPRA Website <https://www.ppra.org.pk/active-tenders>
 - ❖ EPADS-PPRA website www.eprocure.gov.pk
- ❖ Bids should be submitted electronically through EPADS. Manual submission of bid without EPADS electronic bid is **NOT** allowed.
- ❖ For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contact Mr. Rizwan Mahmood Director MIS Room No. 109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact No. 051-111-137-237.
- ❖ The bids, prepared in accordance with the instruction in the bidding documents, must be submitted on EPADS by 24-12-2025 at 11:30 AM. Bids will be opened on the same day at 12:00 AM through EPADS
- ❖ Original Earnest Money instrument MUST BE submitted to the under signed before online submission deadline of the bid.

Pakistan International Airlines
Supply Chain Management Department [PIACL],
District Office The-Mall Rawalpindi Pakistan Tel:
+92-51-9274453
E-mail. isbpppk@piac.aero

Website: <http://web.piac.com.pk/>

Invitation of Tender and Instructions to Bidders [Must Read Carefully]

Important Note:

- Must participated through EPADS System, only those Manual bids shall be considered which have already been quoted through EPADS.

After Submission through EPADS, following documents are required physically:

- EPADS Tender Print _____
- Tender Cost PKR _____
- Earnest Money PKR _____
- Profile _____
- Certifications [if required] _____
- Authorizations [if required] _____

Manual bids must be submitted before Closing date i.e. _____

M/s. _____

**Sub: TENDER FOR COMPLETE MAINTENANCE WITH PARTS REPLACEMENT OF TRACTOR
PIA-1971 AT RWP/ISB STATION**

Dear Sirs,

Pakistan International Airline (PIA) invites quotations through EPADS and sealed bids from renowned Eligible Vendors “Single Stage Single Envelope Basis” for supply of below tabulated items / goods / services. The terms & conditions of the tender / supplies are given below:-

SUBMISSION OF TENDER [MANUAL]

1. You are required to send your sealed tenders on “Single Stage Single Envelope Basis” addressed to, Supply Chain Management, PIA Booking office Mall road Rawalpindi by **24-12-2025**
2. The tenders may be dropped in the tender box marked as “Tender Box” placed at SCM Department at basement, PIA Booking office Mall Road Sadder Rawalpindi, latest **BY 11:30** hours on the specified date. You may also send your tenders through registered A/D, which must reach before the closing date and time mentioned above.
3. Tenders will be opened at **12:00** hours, the same day in the presence of bidders. [optional]
 - a) Note: All foreign bidders must mention Tender Ref No, date of opening & item description on their OUTER courier envelope. [strict compliance]
4. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for any postal delays.
5. The decision of Manager Supply Chain Management Rawalpindi in all terms & conditions respect shall be final and binding.

EARNEST MONEY [for local bidders only]

The TECHNICAL Proposal should be accompanied with a Pay Order [issued by any scheduled bank] amounting **Rs.200,000.00** and must be payable at RWP/ISB Pakistan in lieu thereof in the name of M/s. PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED as interest free Earnest Money which will be refunded upon successful completion of job. All tenders without Earnest Money shall not be considered.

OPENING OF TENDER

Tender will be opened on “Single Stage Single Envelope” basis. All bidders must submit sealed envelope containing Financial Proposal” on specified tender opening date / time. Financial Proposals should be sealed with Scotch Tape with authorized signature.

Copy of GST & NTN Certificate (Mandatory)

1. **Pay Order for Earnest Money (Rs. 200,000) in the name of Pakistan International Airlines (Mandatory)** *On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No, date, Earnest Money & amount] - for Local Bidders only*
2. **Tender Fees (Rs.12,000)[Non Refundable]** *On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No, date, Earnest Money & amount] - for Local Bidders only*
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. (if any/required)**
5. **Technical Literature & Quality Certification (if any/required),**

The 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 an Oath Commissioner (Mandatory).
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.

Please note that:

- The envelope (Financial Proposal) shall be enclosed.
- The outer cover should bear address of the Manager Supply Chain Management Rawalpindi 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. However, if GST is applicable, same should be shown separately.

- b) 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.
- f) Correction White Fluid or Over Writing strictly is not allowed otherwise tender will be rejected/ not-considered.
- g) For foreign bidders, rates will be converted into local currency at the date of financial opening & will be locked till completion of P.O supplies.

ACCEPTANCE OF TENDER

PIA does not pledge itself 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 / cancel as per PPRA Rules.

- Note. All Foreign Bidders must send their samples / tender envelopes on DDP [Delivery Duty Paid this is only for Tender Samples / Envelopes] basis. Outer Courier Envelope must be with cross Tender Reference Number/ Item Description.

Yours truly,

For and on behalf of **Pakistan International Airlines**

MGR Supply Chain Management
PIA RWP

Encl;

1. Tender Schedule “A”, “B” & complete form.
2. Undertaking [If attached with tender]

Note *Prescribed Tenders form for the subject item may be directly downloaded from*
<http://web.piac.com.pk/> *or* www.ppra.org.pk *websites.*

Details are as under:

DESCRIPTION / SPECS	Rate	Total
<ul style="list-style-type: none"> • Complete engine 5L Generator, self-starter, new filters, foundation and brackets alteration work. (Only Made In Japan) • Automatic Transmission with Torque Convertor, Fly Wheel foundation with frame. (Made in Japan) • Radiator with Shroud, Hose Pipes. (Best Quality). • Oil Cooler. (Made in Japan) 		
Net Financial Impact		

Tender Signature -----

Name -----

Cell No -----

E mail-----

GST NO -----

NTN NO -----

Seal-----

Transportation / Delivery:

- Completely repaired vehicles to be delivered at New Int, Airport PIA TGS Islamabad.
- Vehicles to be delivered in undamaged condition.

Inspection of parts:

- Vendor must inspect all parts before assembling the engine.

Who can participate:

- Only registered firms having valid GST/Income tax certificates (active tax payers) can apply.
- The vendor providing services at the vendor's workshop must be registered with relevant tax authority such as FBR PRA ICT to ensure compliance with tax laws and regulations.

Other Terms & Conditions:

- Specifications will be mentioned on purchase order (PO).
- Complete Repaired vehicle found below the required specs shall be rejected / returned without any liability to PIA.
- *Minimum six month complete warranty must be given by the vendor for all supplies and alteration work.*
- *Any fault occurred during warranty period shall entertain replacement/repair.*
- *All supply of parts and alteration work shall be handed over within a month.*
- *In case of failure and not completing the above task within stipulated time, 2% -7% of tender amount fine shall be imposed.*

Terms & Conditions

1. Participant must be an Engineering Works / authorized distributor/ supplier/related trade.
2. Participant must be registered with Sales Tax authorities GST certificate to be attached with this tender.
3. Successful bidder will furnish an oath on Rs. 100 Stamp paper for responsibility of damage due to theft etc.
4. Guarantee & Warrante must be provided.
5. All participants shall fulfil all documentary requirements as PIA procedure.
6. PIA will not be responsible for postal/courier delays.
7. Payment terms net thirty days, Income tax will be deducted at source.
8. All participants must quote one rate and best delivery period.
9. Quotation must be valid for 180 days.
10. Please note that quoted rates must be firm and final in all respect.
11. Delivery must be made at PIA TGS Section, New Int, Airport PIA, Islamabad.
12. PIA Security pass for vehicle and employees is the responsibility of vendor
13. PIA reserves the right to split the order and accept or reject any tender by assigning proper reason.
14. Tender fee is PKR 12,000/- (non-refundable) to be deposited in shape of Pay Order OR Cash Receipt from PIA RWP Booking Offices at Saddar or NIIAP Islamabad.
15. For any Grievance a fee of Rs. 30,000 should be submitted. If grievance found tenable by grievance committee same will be refunded, if grievance found not tenable, grievance fee will not be refunded.

Thanking you, Yours truly,
For Pakistan International Airline,

Manager SCM RWP/ISB

(Ph: +92-51-9274453)

Tender Schedule "B"
MANDATORY REQUIREMENT

DESCRIPTION	YES/NO
PARTICIPANT MUST BE REGISTERED WITH SALES TAX AUTHORITIES G.S.T. NO. MUST BE QUOTED.	
RS.200,000/- EARNEST MONEY (PAY ORDER ONLY) MUST BE SUBMITTED ALONG WITH THE QUOTATION.	
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

1. If any stage documents provided by bidder found tempered /bogus deposited E/Money will be fortified.
2. All participants are required to quote rates inclusive of all Govt: Taxes & GST separately. [for local bidders]
3. Please note that quoted rates must be firm and final in all respect.
4. Guarantee & warrantee must be provided. [if applicable]
5. Payment TERMS NET THIRTY DAYS or as agreed.
6. Income tax will be deducted at source. [for local bidders]
7. Quotation must be valid for 180 days from the date of technical proposal opening.
8. Quantity 15% may increase or decrease.
9. Bid will be awarded on technically qualified individual lowest rates basis.
10. All foreign vendors must send their sealed quotation via courier service, with *cross reference Tender No.* directly SCM Department at basement, PIA Booking office Mall Road Sadder Rawalpindi, in case of postal delay PIA will not be responsible.
11. It will be the suppliers' responsibility to obtain Entry Passes for their personnel and the vehicles form PIA. Security after completing the required formalities. [for local bidders]
12. Supplier staff delivering goods must be in clean uniform, non-conformity will incur 02% deduction from the billing amount.
13. If goods deliver late than delivery schedule mentioned in Purchase Order. An amount equivalent 2%-7% / multiple by time bar will be deducted from invoice / bill of bidder [as per rules].
14. PIA has right to visit the bidder's manufacturing site / office and also may inspect the parts before/ during the process of assembling [if required].
15. During the course of normal supplies or at tendering stage/process, PIACL reserves the right for laboratory testing of supplies / samples for reputable independent source at the expense of supplier.
16. Technically successful bidders will be informed their results & Financial Opening date.
17. For visit /any query contact the following numbers:-

- 051-59054120
- 0345-5345554 Mr. Fahim
- 0311-5271930 Mr. Ziaf

[RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER]*[Enclose with technical proposal]*

Manager (Supply Chain
Management) PIA Booking
office Mall Road Saddar
Rawalpindi

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

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

Bidder's Signature _____

Name in Full _____

Designation _____

Cell No: _____

Email: _____

Address: _____

Phone No. _____

Fax No _____
N.I.C. # _____

Seal _____

Dated _____

INTEGRITY PACT / DISCLOSURE CLAUSE

Must be printed on company Letter Head – [Submit with Financial Proposal]

Declaration of Fees, Commissions and Brokerage Etc.

Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works.

M/s. _____ the Manufacturer / Authorized Distributor / Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it [GoP] through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including 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 voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan.

PARTICIPATION AUTHORIZATION LETTER

Must be filled by Representative of Company with C.N.I.C Copy, Company Identification & must be submit with Technical Proposal only

TO WHOM IT MAY CONCERN

Dated. _____

I namely _____

Bearing CNIC* No. _____

Representing M/s. _____

, am hereby authorized by my company to submit proposal against

Tender No: _____

For [item] _____

to PIA and observe proceeding on tender opening day. Copies of my CNIC & Company Card copy are enclosed.

Authorized Signature & Seal of Supplier with Designation _____

Address _____

Telephone No. _____ Cell No. _____

Fax No: _____ Valid Email _____

*Computerized National Identity Card

Agreement No. _____

Date: _____

AGREEMENT

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

WHEREAS, the PIACL required services of stitching of uniform. And whereas vendor has offered the provisioning of services as precisely described in the attached "Schedule I" thereof for each item in required quantity and quality and whereas the vendor has represented to and assured PIACL that it has capability to deliver the services / required by PIACL, and whereas PIACL has accepted the offer extended by the vendor upon terms and conditions set herein below:

NOW THIS DEED WITNESSTH AS UNDER:

ARTICLE – 1: 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 & mutual consent.

ARTICLE – 2: TERMINATION OF THE AGREEMENT

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the contract at any time at its option upon giving 90 days written notice to the other party with assigning any reason or cause thereof. However, PIA shall have the right to terminate contract by serving a Notice of 15 days in case of non-compliance of any of the agreed terms by the Contractor/vendor.

ARTICLE – 3: PRICES

PIACL agrees to accept the 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 services performed under this contract and shall remain firm and final for the duration of this Agreement which shall not be enhanced by the vendor on any account whatsoever. However, on provision by the vendor of all related Govt. notification and the support of their applicability on him or services in writing, all taxes/levies such as Sales Tax, Octroi or taxes under any name levied on the service 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 PIACL 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 services, 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 vendor 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 vendor may provide a Pay Order in the name of Pakistan International Airlines or bank guarantee of equivalent to Rs. 200,000/- in lieu of cash at his sole discretion. If an irrevocable Bank Guarantee is provided as Security Deposit, 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. PIACL shall always have lien to this deposit to recover any amount in case the Vendor fails to comply with any or all provisions of this Agreement or any other extension thereof. PIACL shall have the right to recover / adjust all liabilities of the vendor from the amount deposited or bank guarantee furnished by the vendor.

ARTICLE – 6: RECOVERIES

When any amount is recoverable from the Vendor due to risk purchase or any other default under this Agreement, then PIACL shall intimate the same to the vendor with supporting reasons and evidence. The vendor 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 PIACL shall be entitled to deduct such amount from the pending bills of the Vendor.

ARTICLE – 7: INSPECTION

PIA reserves the right of inspection of vendors place and it will be carried out by the authorized representatives of PIACL and the vendor jointly.

If as a result of inspection or checking, any 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 vendor, PIACL shall have the right to reject the same. PIACL will then allow the Vendor to replace the item within 12 days without extra cost to PIACL. In the event the Vendor fails to replace the item, PIACL may hire the services from elsewhere at the risk and cost of Vendor, underwritten intimation to the Vendor. Purchases thus made may exceed the contracted rates but shall be reasonable.

Verdict regarding rejection, acceptance and / or deviation of items delivered as confirmed by the joint committee of authorized representatives of PIACL and the vendor shall be binding on the parties. However, if the Vendor desires to appeal against the decision of such rejection, he may appeal to Chief Supply Chain Management, PIACL within 7 days of the

cause of disagreement and if the appeal is so preferred, the decision of Chief Supply Chain Management, PIACL shall be final and binding on the Vendor.

All stitched uniforms shall strictly conform to specification. In the event of non-conformity, inspection will be carried out by the authorized representatives of PIACL and the supplier jointly, in reference to the stitched uniform, production date, delivery dates, storage condition etc.

PIA would have the right to fine the Contractor/Tailor PKR 5,000 for any non-compliance with agreement or due any discrepancy e.g. wrong measurement, damage material, misbehave with employees etc.

All the above said liabilities of the Vendor 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 8: INDEMINTY

The Vendor undertakes and agrees to indemnify and hold harmless PIACL, 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 Vendor, its employees or its agents or otherwise. In any case, the obligation on the part of the Vendor 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 Vendor.

ARTICLE 9: INSOLVENCY AND BREACH OF CONTRACT

Should the vendor 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, PIACL shall have the right to declare the Agreement terminated forthwith and in which case the Vendor shall be liable to the confiscation of security deposit and pay PIACL for any extra expenses which might incur but it shall not be entitled to any compensation from PIACL.

ARTICLE – 10: SCHEUDLE

For all intents and purposes, the schedule(s) annexed herewith shall form an integral part of this Agreement and the Vendor 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 vendor.

ARTICLE – 11: FORCE MAJEURE

Except 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, road blockages of VIP movement etc, act of God, act of state or of the judiciary.

ARTICLE – 12: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Vendor 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 Vendor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by CEO, PIAC as damages and the decision of the said CEO in this respect shall be final and binding on the vendor.

ARTICLE – 13: INTEGRITY PACT / DISCLOSURE CLAUSE

Declaration of Fees, Commissions and Brokerage Etc. Payable By The Vendors, Vendors, Distributors, Manufacturers, Contractor & Service Providers Of Goods, Services & Works

the Seller / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / 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 voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Vendor / 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 / Vendor / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan.

ARTICLE – 14: ASSIGNMENT AND EXCLUSIVITY

The Vendor Shall not sublet, transfer or assign this Agreement to any other party without prior written Permission of PIAC.

If the vendor 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/debar the Contractor for future to execute any contract with PIAC.

ARTICLE – 15: LIQUIDATED DAMAGES/PENALTIES

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 @-----% 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 there of granted by the PIACL , and the actual delivery date(s). Provided that the amount so deducted shall note exceed, in the aggregate,@% of the Contract Price.

ARTICLE – 16: 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 forastated period, for future tender sin public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines. For feature of Interest Free Performance Security. The Interest Free Performance Security / Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions. If the Contractor commits a default under the Contract. If the Contractor fails to fulfilling of the obligations under the Contract. If the Contractor violates any of the terms and conditions of the Contract.

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 10% of total contract value shall be deducted from the payments to be made against the contract.

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. 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 – 17: 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 – 18: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the Vendor shall be deemed to warrant that he has the authority to do so from the Vendor, 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 – 19: CORRESPONDANCE

The Vendor 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 Vendor may carry on correspondence with the designated officials of the User Department.

ARTICLE – 20: 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)

1st Floor Supply Chain Management Department PIA Head Office, Karachi Airport. Karachi-75200OR

Contractor Name: _____

Designation: _____

Address: _____

Phone Fax Numbers Email _____

ARTICLE – 21: APPLICABLE LAW

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

ARTICLE – 22: 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.

- 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 RWP/ISB.
- c) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. District Manager PIA RWP, 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 – 23: 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

Pakistan International Airlines Corporation _____

Signature & Seal _____

Name _____

Designation _____

For and on behalf of

Signature & Seal _____

Name _____

Designation _____

WITNESS:

Signature _____

Name (in Block letters) _____

C.N.I.C. No _____

Address _____

WITNESS:

Signature _____

Name (in Block Letters) _____

C.N.I.C.No _____

Address _____