



Airport Hotel

Sky rooms (private) limited (A PIACL Subsidiary)

Purchase Department

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Website: www.airporthotel.com.pk

REF: APH/PUR/CHK/17-2022

Tender Cost Rs. 6000/-

INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS

M/S _____

**SUBJECT: ANNUAL REQUIREMENT FOR THE SUPPLY OF CHICKEN
PRODUCT FOR THE YEAR 2022-2023 AT SKYROOMS (PRIVATE) LIMITED,
AIRPORT HOTEL KARACHI.**

Dear Sirs,

We are pleased to invite your sealed tenders for the items listed in Annexure "A". The terms & conditions of the tender/supplies are given below: -

SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In Single Stage Single Envelope Basis** addressed to Manager Purchase, Sky rooms (Private) Limited, Airport Hotel Karachi by **30-05-2022 Monday**. The tenders may be dropped in the tender box marked as "**Tender Box**" placed in the room of Purchase Manager, Sky rooms (Private) Limited, Airport Hotel Building latest by **11:00 am** on **30-05-2022 Monday**. Tenders received after stipulated date & time shall not be considered. The Airport Hotel will not be responsible for postal delays. Tenders will be opened at **11:45 am** the same day in the presence of all bidders.
2. All bidders are required to submit **2% earnest money pay order (refundable)** addressed to M/S Sky Rooms Limited, Airport Hotel along with their financial proposal which is applicable for 120 days.
3. **A security bid of 2%** of total value is to be submitted by the successful bidder on contract awarding. The pay order or Bank guarantee would be valid from the day of awarding till 2 months after the expiry of the tender contract, a total of 14 months.

PREPARATION OF TENDER

The tender will be opened on a “**Single Stage Single Sealed Envelopes**” basis. All bidders must submit “**Technical Proposal and Financial Proposal**” enclosed within one large envelope addressed to Manager Purchase, Sky rooms Hotel, on or before ore specified tender opening date/time.

1. Technical Proposal will be opened on the same date.
2. Po will be placed after proper technical evaluation to the lowest bidder
3. Technical proposal and financial proposal will be evaluated by the evaluation committee of SRL. The results of the Evaluation will be communicated to all bidders accordingly.

The financial Proposal has the following compulsory documents.

- a) The Annexure “A” was duly filled in, signed, and sealed.
- b) Item category that the supplier is unable/not able to supply or does not have the provision to supply for, should be marked as N/A. The remaining table should be filled as per supplier stock capacity.
- c) 2% earnest money.
- d) Undertaking on 100-rupee stamp paper.
- e) Bidder may submit prices as per segregated Annexure.

Technical Proposal having following documents etc.

- Copy of GST & NTN certificate.
- Company registration certificate copy
- Company profile
- FBR registration certificate copy
- Client list
- No litigation certificates
- Exporter/ Manufacturer/ distributor/ Super Market/ GSA certificate if applicable
- ISO / PSQCA / SFA / HALAL / HSE Certificates if applicable

The outer cover of envelopes should bear the address of the Manager Purchase, Sky rooms (Private) Limited, Airport Hotel, Tender reference number, opening date, and company name with a stamp.

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 individuals 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) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under the Partnership Act.
- d) The Tenderers must indicate whether its firm/company/organization etc. is registered with Skyrooms (Private) Limited, Airport Hotel or not. If registered then specify Skyrooms (Private) Limited, Airport Hotel 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. If exclusive should be clearly mentioned.
- b) The Prices mentioned in the tender will be treated as firm till the completion of the 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/ typed on Sky rooms (Private) Limited, Airport Hotel prescribed form otherwise Bids will not be entertained.
- f) Supplier can provide a voluntary discount in the form of a percentage before financial envelope opening, any discount offered afterward would not be considered.
- g) Supplier may quote prices as per segregated Annexure and would be evaluated as per the same.

APH Green initiative.



As part of the APH Green initiative, to improve sustainability and promote an eco-friendly environment, awarded suppliers are to invest a small percentage into horticulture activities to help boost Hotel serenity.

The supplier may either fund the project or they may beautify Hotel gardens using their own resources.

The green initiative project is a way to build stronger relations between suppliers and the Hotel promoting recreational bonding and ultimately lessening green-house impacts through proper landscape planting.

ACCEPTANCE OF TENDER

Sky rooms (Private) Limited, Airport Hotel do not pledge themselves to accept the lowest tender and reserves the right to accept or reject any or all tenders/quotations or extend the date of opening with assigned reason.

Yours truly,

For: Sky rooms (Private) Limited

Manager Purchase SRL

Encl:

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

ANNEXURE “A”

Supply of “Chicken Product”

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ANNUAL QUANTITY</u>	<u>RATE Inclusive of Taxes</u>		<u>RATE Exclusive of Taxes</u>	
			<u>Figures</u>	<u>Words</u>	<u>Figures</u>	<u>Words</u>
Chicken Boiler, Frozen, without skin, whole chicken in Hygienic condition without neck, tail fat, wings, stomach, liver feet, supplied in crate. The minimum weight per bird should be 950-1050 grams (dressed weight) Expiry date should be mentioned on each packet.	KG	20,000				

Note: The above quantities are subject to change as per demand.

Transportation / Delivery:

- Supplies to be delivered in Airport Hotel in the hygienically cleaned and covered vehicle so that items are not exposed to sunlight and other pollution. Proper temperature to be maintained in order to prevent supplies from spoilage/deterioration as per product requirement.
- Goods delivery van should be furnished with Air-condition facility

Who can supply/apply:

- Authorized dealer of producer / Distributor.
- Manufacturers should have at least three outlets in the city.

Sample to be submitted (Non-Refundable):

- Sample to be submitted as mentioned in Annexure “A “of Airport Hotel.
- Sample will be evaluated by the technical committee.
- If a sample of any item cannot be provided a complete brochure regarding that product must be provided containing products specification and pictures with a sign and stamp of supplier on it.

CHICKEN	<u>Chemical:</u> <ul style="list-style-type: none">• No artificial color• No preservative.
	<u>Biological:</u> <ul style="list-style-type: none">• Each packet should be cleaned; blast frozen to -18^oc and vacuum packed in a food-grade transparent food-grade polythene bag.• Must be free from foreign objects, and all kinds of harmful bacteria, mold, etc.
BROILER	<u>Biological:</u> <ul style="list-style-type: none">• Each packet should be cleaned; blast frozen to -18^oc and vacuum packed in a food-grade transparent food-grade polythene bag.• Must be free from foreign objects, and all kinds of harmful bacteria, mold, etc.

	<p style="text-align: center;">Sensory analyses:</p> <ul style="list-style-type: none"> • Aroma of fresh Bone. • Light pink in color. • Without blood clots on the surface of the chicken.
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Other Terms & Conditions:

- Sky rooms (Private) Limited, Airport Hotel reserves the right to inspect/visit the facilities of the vendor at any time during office hrs.
- Sky rooms (Private) Limited, Airport Hotel security pass for vehicles and employees is the responsibility of the vendor.
- Supplier staff delivering goods must wear clean uniforms (including shoes and company logo/identity). A fine of 2% on each supply will be imposed in case of non-compliance.
- SRL is authorized to waive off minor deviation from any term(s) / condition(s) in respect of all bidders.
- Meat must be of the freshly slaughtered halal animal.
- Quality of product should be as specified in annexures and as per sample. If found not up to the mark, will be technically disqualified without any liability to Sky rooms (Private) Limited, Airport Hotel
- Producer / Authorized dealer of producer / Distributor must provide a complete portfolio.
- Supplier must submit their halal registered certificate and Sindh Food Authority certificate.
- Supplier must have their proper physical office/facility with proper storage equipment.
- **Manufacturer should provide at least two (02) D- Freezer.**
- Halal certificate.
- Certification if any.

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 the above-mentioned items is in terms of and subject to the terms and conditions of the tenders.

TENDERER'S SIGNATURE _____ DESIGNATION _____

ADDRESS _____

Tel No. _____ Fax No. _____ Email _____

GST No. _____ NTN NO. _____ SEAL _____

Tender Terms & Conditions

- Annexure "A" is an integral part of the tender and should be duly filled, signed, and stamped by the bidder.
- All bidders are required to quote rates on the prescribed Annexure "A" format.
- All participants are required to quote rates inclusive of all Government taxes and GST, in the case where taxes are not quoted, the bidder should mention "rates exclusive of taxes".
- All bidders must quote a single rate and advice on the best possible delivery period.
- Quoted rates must be firm and fixed in all aspects
- Quotation must be valid for 120 days from the date of technical proposal opening.
- Quantity may increase or decrease by 10% to 15% is not the upper limit.
- Bid will be awarded on the lowest rate basis (Item wise).
- Item qualification is subject to evaluation by providing a sample to determine the required quality by SRL and items found below SRL standard shall be rejected.
- Sky rooms reserves the right to ask the vendor for further product samples for the best possible evaluation.
- Bidder must fulfill documentary requirements as per Sky rooms (Private) Limited, Airport Hotel procedure.
- Supply to be directly delivered to Airport Hotel, Karachi, and must comply with laws of Pakistan.
- Payment will be carried out within 30 days of submission of bills.
- Sky rooms (Private) Limited, Airport Hotel, security pass for vehicle and employees is the responsibility of the vendor.
- Supplier staff delivering goods must wear a clean proper uniform (including shoes) and company logo/identity otherwise fine of 02% per supply will be imposed.
- Manufacturer/ authorized dealer of manufacturer/distributor/ supermarket/ general order suppliers registered under GST/NTN.
- Delivery must be made at Sky rooms (Private) Limited, Airport Hotel.
- 2% earnest money pay order must be submitted along with the financial bid.
- 5% security deposit to be submitted after awarding of the contract.
- Delivery should be made in between 10:00 AM to 4:00 PM.

- All sort of stamp duty will be borne by the manufacturer / authorized dealer of manufacturer/ distributor / general order supplier.
- Voluntary discount in the form of percentage can be given by bidder before financial bid opening, any discount given afterward, would not be considered.
- Manufacturer preferably be HACCP certified (if applicable) and product offered to be approved by Pakistan Standards and Quality Control Authority (PSQCA) (if applicable). ISO certification may be considered an added advantage.
- Hotel Management has the right to impose a penalty/fine if good/services are found not up to the mark or as per the sample submitted.
- Goods received at Store if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected goods would be provided as per the delivery schedule laid down in the contract. The replacement will be provided without any additional cost.
- All matters connected with this inquiry and subsequent actions arising and thereafter fall within the scope of PAKISTAN OFFICIAL SECRET ACT 1923 which forbids providing contractual information to an un-authorized / un-concerned person/organization. It is, therefore, requested to ensure complete secrecy regarding documents.
- If the firm withdraws its offer or backs out from providing items won by the firm within validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend up to one year / forfeit the bid security.
- “Force Majeure” means any event, act / or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement. The Purchaser have the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure”.
- Supplier is strictly not allowed in hotel premises except designated waiting area and place where commodities are being delivered till specifically asked.
- If the supplier fails to deliver any or all of the goods by date(s) of delivery or perform the related services within the period specified in the contract, the purchaser may take following action:
 1. Cancel the contract
 2. To purchase from elsewhere.
 3. The purchaser’s decision under this clause shall NOT be subjected to arbitration.

Hotel management reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA rules 2004 without thereby incurring any liability to the affected Bidder. Moreover, past performance of the firms may also be considered.

NOTE

If any stage documents provided by participants found tempered / bogus Earnest Money deposited will be forfeited.

Manufacturer / Authorized Distributor / Suppliers registered with sales tax authorities is allowed to participate with all related documents at the time of technical opening.

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

The bidder not fulfilling and/all of the above shall be declared non-responsive / disqualified. In addition to this all terms and conditions should be complied with by the Bidder. Participants allow quoting one price one brand only, for all items, also quoting required mode of packing.

Agreement No. _____
Date: _____

AGREEMENT

Effective Subject to Approval by the management of Skyrooms (Private) Limited, Airport Hotel

THIS AGREEMENT is made on ____ (Date) _____ between Skyrooms (Private) Limited, Airport Hotel, a company incorporated and registered under the companies Act 1913 (now Companies Ordinance 1984) having its registered office at Airport Hotel, Karachi near old terminal building-1 (hereinafter called "Airport Hotel") of the one part and M/s ____ (Supplier) _____ having its registered office at _____ (Place) _____ (hereinafter called the "The supplier") of the other part.

WHEREAS, the Skyrooms (Private) Limited, Airport Hotel required supply of ____ (category/Items) _____ 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 Skyrooms (Private) Limited, Airport Hotel that it has capability to supply the material desired / required by Skyrooms (Private) Limited, Airport Hotel, and whereas Skyrooms (Private) Limited, Airport Hotel has accepted the offer extended by the supplier upon terms and conditions set herein below:

ARTICLE – 1: 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 Skyrooms (Private) Limited, Airport Hotel, if deemed necessary, for another two terms on the same rates, terms and conditions subject to mutual agreement and management's approval.

ARTICLE – 2: 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 **60 days written notice** to the other party with assigning any reason or cause thereof.

ARTICLE – 3: PRICES

Skyrooms (Private) Limited, Airport Hotel 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 Skyrooms (Private) Limited, Airport Hotel by subtracting them from the bills / invoices.

ARTICLE – 4: PAYMENT

Payment in respect of supply shall be made by Finance Manager Airport Hotel 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 shall provide a Pay Order in the name of Skyrooms (Private) Limited, Airport Hotel or bank guarantee of equivalent to 2% of the bid value as bid security amount in lieu of cash or insurance as demanded by the SRL. If an irrevocable Bank Guarantee is provided as security, 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 etc. will be returned within 90 days.

Skyrooms (Private) Limited, Airport Hotel 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. Skyrooms (Private) Limited, Airport Hotel 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 Skyrooms (Private) Limited, Airport Hotel 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 Skyrooms (Private) Limited, Airport Hotel shall be entitled to deduct such amount from the pending bills of the Supplier.

ARTICLE – 7: MODE OF SUPPLY

- a) Supply is to be made on as and when required basis. The requirement will be provided two days in advance and time of delivery of material, as specified on the Skyrooms (Private) Limited, Airport Hotel Purchase Orders / Receipt Forms, will have a cushion of 24 hours which shall be followed by the Supplier. These requirements shall be in line with the Monthly projections of Skyrooms (Private) Limited, Airport Hotel referred in Article 9.
- b) The supplier's employee/s bringing deliveries of frozen products supplies will bring, without fail, copies of delivery challans along with the supplies to fulfill documents / check formalities.
- c) Products from the 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 off-loading the products and such non-delivery will not be considered default at part of the Supplier.

ARTICLE – 8: HYGIENIC STANDARD

- a) The items supplied shall be in conformity with the quality standards laid down in “**Schedule _A_**” in respect of physical specifications and 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 Skyrooms (Private) Limited, Airport Hotel and the Supplier for submitting to an expert laboratory for microbial specifications.
- b) Material is to be brought in clean and hygienically fit crates / cartons covering as per defined guidelines to be handed over to the Supplier.
- c) The supplier's employees entering Skyrooms (Private) Limited, Airport Hotel Building for delivery of fresh supplies would be in clean uniform / clothes as per defined guidelines to be handed over to the Supplier.
- d) In case of non-compliance of any of above conditions the supplier shall be notified in writing specifying the deficiency. In case the deficiency is not rectified within 15 days of notification a fine up to 2% of supplies value shall be imposed and intimated to the supplier and the same will be deducted from the Supplier's bills.

ARTICLE – 9: DELIVERY

TIME IS THE ESSENCE OF THIS AGREEMENT. All deliveries shall be completed as specified in the mode of supply described herein below or the delivery schedule given in the purchase order / requisitions, which however, will be in conformity with Article 7. Unless otherwise agreed, delivery of the material under this agreement shall be made at Skyrooms (Private) Limited, Airport Hotel. Airport Hotel shall give monthly projections of requirement for each item/product etc. to the supplier 7 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, Skyrooms (Private) Limited, Airport Hotel 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 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, Skyrooms (Private) Limited, Airport Hotel 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, Skyrooms (Private) Limited, Airport Hotel will maintain a stock of three days for contingencies; and in case of unavoidable situation Skyrooms (Private) Limited, Airport Hotel 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 Skyrooms (Private) Limited, Airport Hotel for the extension of delivery period, 24 hours before the expiry of time of delivery schedule. Skyrooms (Private) Limited, Airport Hotel 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 Skyrooms (Private) Limited, Airport Hotel and the Supplier agrees to supply the same accordingly. There will be no compensation for decreased quantity.
- g) Supply is to be made strictly as per specifications given in the Purchase Order(s). The employees of the Supplier bringing deliveries will deliver the same along with copies of delivery challans to fulfill the checking formalities.

ARTICLE – 10: TEST REPORT

It is hereby agreed that the supplier will provide a chemical test report about the item delivered to Skyrooms (Private) Limited, Airport Hotel every six months if required by SRL Airport hotel Karachi.

ARTICLE – 11: INSPECTION

- a) All supplies shall strictly conform to specification. In the event of non-conformity, inspection will be carried out by the authorized representatives of Skyrooms (Private) Limited, Airport Hotel 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, Skyrooms (Private) Limited, Airport Hotel shall have the right to reject the same. Skyrooms (Private) Limited, Airport Hotel will then allow the Supplier to replace the supplied material within 24 hours without extra cost to Skyrooms (Private) Limited, Airport Hotel. In the event the Supplier fails to replace the quantity, Skyrooms (Private) Limited, Airport Hotel 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 Skyrooms (Private) Limited, Airport Hotel 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 CEO/Executive Director, Skyrooms (Private) Limited, Airport Hotel within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of CEO/ Executive Director, Skyrooms (Private) Limited, Airport Hotel shall be final and binding on the Supplier.
- d) All the above said liabilities of the Supplier are without prejudice to its other present / future liabilities arising from this Agreement whether due to performance and / or non-performance of its contractual obligation(s) or otherwise.

ARTICLE 12: INDEMNITY

The Supplier undertakes and agrees to indemnify and hold harmless Skyrooms (Private) Limited, Airport Hotel, 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 13: INSOLVENCY AND BREACH OF CONTRACT

Should the supplier be adjudicated insolvent or made to enter into any agreement for composition with creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement not herein specifically provided, Skyrooms (Private) Limited, Airport Hotel 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 Skyrooms (Private) Limited, Airport Hotel for any extra expenses which might incur but it shall not be entitled to any gain or compensation from Skyrooms (Private) Limited, Airport Hotel.

ARTICLE – 14: SCHEDULE

For all intents and purposes, the schedule(s) annexed herewith shall form an integral part of this Agreement and the Supplier shall be bound to fulfill all the terms and conditions stipulated therein. Any deviation from the terms and conditions incorporated in the annexed schedule(s) or other part of the Agreement shall be deemed to be violation of this Agreement on the part of the supplier.

ARTICLE – 15: FORCE MAJEURE

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

ARTICLE – 16: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Supplier or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or Skyrooms (Private) Limited, Airport Hotel, 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, Skyrooms (Private) Limited, Airport Hotel as damages and the decision of the said Managing Director in this respect shall be final and binding on the supplier.

ARTICLE – 17: INTEGRITY PACT / DISCLOSURE CLAUSE (On the Letterhead of the Supplier)

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 it 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 an arrangement 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 time the sum of any commission, gratification, brief, finder's fee or kickback given by the Seller / Supplier / Contractor as

aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

ARTICLE – 18: ASSIGNMENT AND EXCLUSIVITY

The Supplier Shall Not Sublet, transfer or assign this Agreement to any other party without prior written Permission of Skyrooms (Private) Limited, Airport Hotel.

If the supplier assigns this Agreement to any other party wholly or partly in contravention of this Article, Skyrooms (Private) Limited, Airport Hotel in its discretion may terminate this Agreement and / or black list the debar the Contractor for future to execute any contract with Skyrooms (Private) Limited, Airport Hotel.

ARTICLE – 19: 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 – 20: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the Supplier shall be deemed to warrant that he has the authority to do so from the Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so. Skyrooms (Private) Limited, Airport Hotel may without prejudice to other legal rights / remedies cancel the agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE – 21: CORRESPONDENCE

The Supplier will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of Skyrooms (Private) Limited, Airport Hotel or otherwise except the Deputy General Manager Commercial and General Manager (CPC) regarding any matter arising from this or any other Agreement with Skyrooms (Private) Limited, Airport Hotel. The Supplier may carry on correspondence with the designated officials of the User Department.

ARTICLE – 22: NOTICE

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

Purchase Manager
Skyrooms (Private) Limited
Airport Hotel Head Office
Karachi Airport, 75200
E-mail: purchasemgr.sr@piac.aero

Supplier

ARTICLE – 23: APPLICABLE LAW

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

ARTICLE – 24: 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. CEO/ Executive Director Skyrooms (Private) Limited, Airport Hotel, or his nominee shall be sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement Skyrooms (Private) Limited, Airport Hotel may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

ARTICLE – 25: 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

Skyrooms (Private) Limited, Airport Hotel

Signature & Seal _____

Name _____

Designation _____

WITNESS:

Signature _____

Name (in Block letters) _____

C.N.I.C. No _____

Address _____

For and on behalf of

SUPPLIER _____

Signature & Seal _____

Name _____

Designation _____

WITNESS:

Signature _____

Name (in block letters) _____

C.N.I.C. No _____

Address _____