

Ref: GMCM/Trnspt/Staff Pick-Drop/PEC/KHI/01/24

M/S_____

**Sub: HIRING OF TRANSPORT SERVICES FOR STAFF PICKUP/DROP FROM KARACHI CITY TO
PEC SITE SUPER HIGHWAY, NOORABAD.**

Dear Sirs,

We are pleased to invite your sealed tenders for the services/ 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/services are given below: -

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to GM Contact Management, Supply Chain Management Department, PIA Head Office, JIAP Karachi latest by **01-04-2024 till 1030 Hrs.** The tenders may be dropped in the tender box marked as **"Tender Box Commercial Purchases"** placed at the entrance of the PIA Supply Chain Management latest by **10:30 hours** on the specified date. You may also send your tenders through registered A/D mail addressed to GM Contact Management, which must reach before the closing date and time mentioned above. Tenders will be opened at **11:00** hours on 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.

3. Bidders are required to submit a Pay Order of PKR10,000/- (Not Refundable) as tender fee along with Technical Proposal.

B) EARNEST MONEY/BID SECURITY

The Tender should be accompanied by a Pay Order amounting **PKR 300,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money/ Bid Security (Refundable). Earnest Money/ Bid Security in any other shape shall not be accepted. Earnest/Security Money deposited against a running contract (s) purchase order(s) shall not be transferable as earnest money/ Bid Security for any other tender. All tenders without Earnest Money/ Bid Security shall not be considered.

C) PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

The successful tenderer, upon award of Contract will be required to furnish the performance guarantee / security deposit in the amount equivalent to 10% of total base value of the contract as interest free Security Deposit in shape of Pay Order / Bank Guarantee. The Earnest/ Money already held can be converted into Security Deposit/Performance Guarantee and balance amount if any shall be deposited as above.

Note: Bidders must claim their deposit refund (Bid Security/Performance Guarantee) within 180 days of the financial bid opening (if rates are higher side) or completion of contract period/project (in case awarded) or in case of any earlier termination. The time barred CRs (receipts)/refund cases shall not be processed.

D) INSTRUCTION TO BIDDER

PREPARATION OF TENDER

"Single Stage Two Envelope Basis"

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain **"TECHNICAL"** and **"FINANCIAL"** proposal.
- On the given tender opening date, only **"Technical Proposal"** will be opened in the presence of tenderers available.
- The **"Financial Proposal"** shall be shown to the parties but will be retained with PIA without being opened.
- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the "Financial Proposals" publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be remained **un- opened** till the completion of tender process.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA's requirements with Technical Specifications are given.

Bidders **MUST:**

- Be registered with Sales Tax Authorities; please attach copy of Registration Certificate
- Quote Rates, GST and other taxes separately.
- Bid on Prescribed Performa issued by PIA (Schedule-A).
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE BEARING COMPANY'S STAMP**

F) PREPARATION OF TENDER – FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a) Schedule "A" duly filled in, signed and sealed.
- b) Original Pay Order for Bid Security.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Contract and/ or any extensions thereof.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 180 days.

H) DURATION OF CONTRACT

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

Yours truly,

GM Contract Management
Supply Chain Management
PIA Head Office, Karachi
Tel: 021 – 9904 4216, 9904 3081
Email: gm.cm@piac.aero
contract.administration@piac.aero

Ref: GMCM/Trnspt/Staff Pick-Drop/PEC/KHI/01/24

PRECISION ENGINEERING COMPLEX

TERMS OF REFERENCE

TYPE OF VEHICLE	QTY	MODEL	AVERAGE KMs/Month	DURATION
Micro Van /High Roof with factory fitted Dual A/C	03	2016 & above	13,640 Kms (per month)	0700 to 1700 hrs (On working days) Monday to Friday
Bus - 52 Seaters	01	2016 (with A/C)	2,640 Kms (per month)	0700 to 1700 hrs (On working days) Monday to Friday

NOTE:

- 1). All 04 Routes will be operated from PEC PIA Karachi to PEC Site Super Highway.
- 2). All Tool Taxes /Parking Fees will be paid by the Bidder.
- 3). If the KMs of respected routes are less then the approved KMs remaining KMs will be utilized from site gate to shops at site super Highway.
- 4). Bidders are required to consider fuel rates for the second half of the month of February 2024, rates are given below for calculation purposes.
 Petrol _____ Rs.279.75/Liter
 Diesel _____ Rs.287.33/Liter
- 5). Micro Van Petrol Vehicle 5Km per liter, Micro Van Diesel Vehicle 8Km per liter.
- 6). Bus 52 seater Air Conditioned Diesel 3.5 KM per litre.

Ref: GMCM/Trnspt/Staff Pick-Drop/PEC/KHI/01/24

PRECISION ENGINEERING COMPLEX

TYPE OF VEHICLE	QTY	MODEL	AVERAGE KMs/Month	DURATION	Base Value/ month/ Vehicle	Fuel Charges /Month / Vehicle	Total Base+ Fuel Charges/ Veh/Month PKR	Total Base + Fuel Charges of all Veh / Month PKR
Micro Van /High Roof with factory fitted Dual A/C	03	2016 & above	13,640 Kms (per month)	0700 to 1700 hrs (On working days) Monday to Friday				
Bus - 52 Seaters	01	2016 (with A/C)	2,640 Kms (per month)	0700 to 1700 hrs (On working days) Monday to Friday				
Total Base Value per month all vehicles PKR								
Total Base Value per Year all vehicles PKR								
Tax on Base Value (if applicable) _____% PKR								
Total Base Value including tax (per year) all vehicles PKR								
Total Fuel charges per month all vehicles PKR								
Total Fuel charges per year all vehicles PKR								
Total (Base+Fuel+Tax) amount for 01 year all vehicles PKR								

NOTE:

- 1). All 04 Routes will be operated from PEC PIA Karachi to PEC Site Super Highway.
- 2). All Tool Taxes /Parking Fees will be paid by the Bidder.
- 3). If the KMs of respected routes are less than the approved KMs remaining KMs will be utilized from site gate to shops at site super Highway.
- 4). Bidders are required to consider fuel rates for the second half of the month of February 2024, rates are given below for calculation purposes.
 Petrol _____ Rs.279.75/Liter
 Diesel _____ Rs.287.33/Liter
- 5). Micro Van Petrol Vehicle 5Km per liter, Micro Van Diesel Vehicle 8Km per liter.
- 6). Bus 52 seater Air Conditioned Diesel 3.5 KM per litre

Terms & Conditions:

All participants are required to mention brand name of the vehicles for which rates are quoted. Quotations are invited with inclusive of all applicable taxes including provincial Sales tax etc.

In case, applicable taxes not included in the quotation, it will be presumed that the quotation is inclusive of all taxes. Hence, bidders are required to mention the applicable tax rate/percentage.

Base value will be fixed for entire period of contract or (extension to the contract, if any), however, fuel charges will be paid on actual running basis and will be paid as below calculations.

- Micro Van @ 05 KM/Liter (Petrol) X fuel price notified by OGRA / Finance department for the respective billing month/period.
- Micro Van @ 08 KM/ Liter (Diesel) X fuel price notified by OGRA / Finance department for the respective billing month/period.
- Bus 52 seater Air Conditioned @ 3.5 KM/ Liter (Diesel) X fuel price notified by OGRA / Finance department for the respective billing month/period.

Bidders are required to consider fuel rates for the second half of the month of February 2024, for calculation purposes which are given below.

Petrol _____ Rs.272.95/Liter

Diesel _____ Rs.273.40/Liter

Financial comparison of the bidders will be considered on the basis of overall lowest BASE VALUE quoted by the bidders for ALL VEHICLES cumulatively.

Ref: GMCM/Trnspt/Staff Pick-Drop/PEC/KHI/01/24

EVALUATION CRITERIA

S.No.	Evaluation Criteria	Allocated Marks	Marks Obtained
A. 1	No. of Personal	10	
	20-	03	
	21-40	05	
	81 & Above	10	
2.	Year of establishment of firm / Company	10	
	12-23 Month	03	
	24-35	05	
	36-48	07	
	49 & Above	10	
3.	Previous similar Experience	05	
	National Companies	02	
	Multinational Companies	05	
4.	No. of Current Contracts of the Company	05	
	01-04	02	
	04-06	03	
	07-10	04	
	10 & Above	05	
B.	Details of Transport Services		
1.	Experience of providing Transport Services	10	
	05 Years of Experience	05	
	10 Years & above	10	
2.	Workshop Facility	05	
	Rented	03	
	Own workshop facility	05	
	No Workshop facility	0	
C.	Litigation History of firm against PIA	05	
	No Litigation	05	
	One time litigation	03	
	Two or above time litigation history	0	
D.	Penalty / fine imposed	05	
	No penalty	05	
	One penalty	03	
	Two or above penalties	0	
	Financial standing / status of the firm		
E	Income tax paid during 10 the last 05 years (attached income tax statement/balance	10	

	Sheet/receipt tax challan)		
	Income tax paid under Rs. 1 million per year	03	
	One to Two million per year	05	
	Three to four million per year	07	
	Five Million and above	10	
2.	Average annual turnover (for last five years)	10	
	Annual turnover Rs. 10 million above (A class)	10	
	Annual turnover Rs. 3 million to 10 million (B class)	06	
	Annual turnover up to Rs. 3 million (C class)	04	
3.	Financial standing of the firm / Company	05	
	Last 03 years net worth statement (duly certified by a chartered Accounts firm)	02	
	Minimum funds available Rs. 8 Million available / not	02	
	Surety from a bank / credit limit of the firm available cash balance (5 Million)	01	
	Grand Total Marks	80	
	Result	Qualifying Marks 55	

AGREEMENT

This AGREEMENT is made this day of _____ 2024 BETWEEN **Pakistan International Airlines Corporation Limited** existing as a public Ltd. Company and operating under the laws of Islamic Republic of Pakistan and having its head office at PIACL Building, Jinnah International Airport, Karachi. (hereinafter called the “**PIACL**” which expression shall include its administrators, legal representatives and assign) of the one part and **M/S. _____** (hereinafter call “**CONTRACTOR**” which expression shall include his partners, legal representative, heirs, successors and assign) of the Other Part.

PIA and contractor shall hereinafter be individually referred to as “Party” and collectively as “Parties”.

WHEREAS PIACL invited tenders to hire vehicles of model 2016 and above (herein after individually and collectively called the “Vehicle or Vehicles”) for transportation (Pickup Drop) of **Staff at Karachi station**.

WHEREAS the Contractor has offered the required Vehicles of 2016 or above model to **PIA** for **Pick/drop of staff** as per schedule attached on the terms and conditions appearing herein after at **KARACHI**.

NOW, THIS DEED WITNESSED AS UNDER

ARTICLE 1: TERMS OF THE AGREEMENT

1.1 This Agreement shall be valid for a period of One (01) year commencing from _____, 2024 and expiring on _____, provided that PIACL in its sole discretion may extend it for further two terms of one year each at the expiry thereof on the same rates, terms and conditions on mutual consent basis, subject to satisfactory performance.

1.2 This Agreement may be terminated by either party by giving to the other party notice of one months (30 days) in writing as provided hereunder without assigning any reason thereof.

1.3 PIACL reserves the right to modify, extend, amend, cancel minimize any of predefined route or increase or decrease number of Vehicles as may be advised by the General Manager PEC, if required. The contractor shall act upon the requirement of PIACL and decrease the number of vehicles OR provide the additional vehicle of the same specification on same rates terms and conditions for above mentioned requirement of PIACL.

NOTICES

1.4 All notices for the termination of the Agreement shall be served in writing through, Registered A/d post on the official letter head bearing the signatures and seal of the representatives of the party serving such notice, or through the official emails. For the purpose of service of notice, the following shall be official address of the parties.

PAKISTAN INTERNATIONAL AIRLINE CORPORATION LIMITED

Attention: Chief Supply Chain Management
PIA Head Office, Karachi Airport,
Karachi.

Copy: General Manager Aerospace PEC
Precision Engineering Complex
PIA Head Office, Karachi Airport,
Karachi.
Tele: 021-99046061
Fax: 021-34572695
Email: mqrtechservices.pec@piac.aero / gmaero.pec@piac.aero
Attention: Wing Commander Syed Asif Hasan

CONTRACTOR

- 1.5 Notwithstanding anything contained herein above, PIACL shall have the right to terminate this Agreement forthwith upon written notice in case of any breach of Agreement by the contractor. Were the contractor has failed to perform any obligation under this Appendix or has otherwise breached any term of this Agreement and the breach is either in capable of remedy or, if it is capable of remedy, the contractor fails to cure it.

ARTICLE 2: PERFORMANCE GUARANTEE / SECURITY DEPOSIT

- 2.1 Prior to the signing of this Agreement, the Contractor shall deposit bank Guarantee/Pay Order a sum PKR -----/- (In words: ----- only) Equivalent to 10% of the total base value as interest free Performance Guarantee as Security Deposit with Finance Manager Head Office payment, PIACL. PIACL shall always have lien on this deposit to comply any recovery and amount in the contractor fails to comply with any provisions of this Agreement or any extension hereof, PIACL will refund the security deposit in full or after making necessary recoveries/adjustment of any liabilities that may have arisen out of this Agreement. In addition to any other remedy available to PIACL under the applicable laws. The interest free Performance Guarantee as Security Deposit shall remain with PIACL up to 03 months after the expiry / termination of the agreement.

ARTICLE 3: VARIATION AND AMENDMENT

- 3.1 Without prejudice to the conditions enumerated in clause 1.4 above, this Agreement shall not be varied, modified, altered, amended or supplemented etc. except by the mutual consent of the parties in writing.

ARTICLE 4: SCHEDULES / ANNEXES

- 4.1 For all intents and purposes, the Schedules/Annexes of this Agreement shall form an integral part of this agreement and the contractor shall comply with and fulfill all the terms and conditions stipulated in such schedules and annexes. Any failure by the contractor to comply with any terms and conditions incorporated in the schedules /annexes shall be deemed as breach of this Agreement.

ARTICLE 5: CORRESPONDENCE:

5.1 The Contractor shall not correspond with or approach any officer, authority or person directly or indirectly, whether the staff and officer of PIA or otherwise except the In-Charge MT/**General Manager (PEC) / General Manager Aerospace** of PIACL regarding any matter arising out of this Agreement.

ARTICLE 6: SERVICES TO BE PROVIDED BY THE CONTRACTOR

6.1 In consideration of the payments by PIA under Article 10 hereof, Contractor shall provide the following services to PIACL at Karachi station.

- **For pick / drop of Staff at Karachi Station, the contractor shall provide technically sound, fully serviceable and road worthy vans, with fuel and lubricants etc. of duly approved,**
- **03 Dual A/C Micro Vans of 2016 model or above. 01 Bus (52 seaters) Model 2016 or above**

6.2 An authorized representative of the contractor shall remain available at Karachi during the existence of this agreement and period of operation of vehicles.

6.3 The purchase of fuel, lubricants, spares and payment of wages to the drivers and other staff, maintenance and overhauling and ensuring validity of the insurance in respect of the vehicles deployed under this agreement shall be the sole responsibility of the contractor.

ARTICLE 7: CONDITIONS AND INSPECTION OF THE VANS

7.1 The Ownership of all the vehicles in registration book must be in name of the contractor. Contractor shall maintain the vehicles provided for transportation under this Agreement in fully serviceable, roadworthy and technically sound condition, with all its glasses and upholstery in perfect condition. The vehicles shall always be kept in presentable condition with their updated-insurance and taxes etc. and the drivers holding valid Licenses in accordance with the vehicles deployed by the contractor under this agreement.

7.2 No radio, tape recorder, pressure horn or any musical instrument shall be installed in any vehicle of the Contractor engaged in the performance of service under this Agreement. If any radio, tape recorder, musical instrument or pressure horn is already installed in any vehicle, the same shall be removed by the Contractor forthwith.

7.3 The Contractor shall provide all reasonable opportunities and facilities to Manager Motor Transport of PEC or his authorized representative to inspect or examine the vehicle documents, as and when required by him, of any vehicle engaged in performance of services under this Agreement.

7.4 The Contractor upon commencement of this Agreement shall produce all the vehicles for inspection and clearance for paying from In-charge Motor Transport/Manager (M.T.) of PEC or his authorized representatives before putting them into operation. No vehicle shall be put into operation without clearance as mentioned herein above. Contractor shall be liable to a fine amounting to Rs.5,000/- (Rupees five Thousand) per vehicle for non-complying with this clause.

- 7.5 All vehicles/ drivers engaged in the services required from them under this Agreement will always be in possession of original registration paper and valid License in accordance with provided vehicle and other documents as required.
- 7.6 The Contractor will ensure that the drivers and other staff hired by him are disciplined and law abiding nationals of Pakistan. He shall also ensure that van drivers will not be changed frequently, resulting in annoyance of the user staff as new drivers are likely to be unfamiliar with the area and normal conduct and operations to be followed.
- 7.7 In case, as result of an inspection by In-charge MT/Manger (M.T.) of PEC or his authorized representatives, if any vehicle is found to be unserviceable or the technically or otherwise unsound, the same shall be removed immediately from the fleet and the Contractor shall immediately replace such vehicle with serviceable and technically sound vehicle, without any additional cost/ charges etc. to PIACL. Any vehicle so removed from the fleet of the Contractor may be repaired or overhauled and restored to a fully serviceable and technically sound condition by the Contractor at his cost. Thereafter, it may be submitted by the Contractor for inspection by In -charge MT/Manager Technical Services of PEC or his authorized representatives and subject to his approval it may be returned to the fleet engaged in the performance of services hereunder.
- 7.8 If the Contractor engages a vehicle for the services hereunder of which he is not the owner, he alone shall be responsible to PEC as real owner of the vehicle.
- 7.9 Any violation of Article 7 shall, inter alia, be dealt with under Article 9 thereof.

ARTICLE 8: EMPLOYEES OF THE CONTRACTOR

- 8.1 The Contractor hereby undertake that in the performance of services hereunder, he shall faithfully comply with all the applicable Central, Provincial or Municipal laws pertaining to employment and other matters and further undertake to assume entire liabilities for the settlement of any claims resulting from an injury or accident at any time to its employees engaged in the performance of services under this Agreement.
- 8.2 The drivers and the other employees of the Contractor engaged in the performance of services under this Agreement shall observe satisfactory disciplinary conduct and will come to duty in presentable / clean dress. The drivers shall at all times be in possession of valid Driving License for Heavy/ Light vehicle and shall completely abstain from the consumption of any alcoholic beverage or intoxicating drugs. In case, in the sole opinion of General Manager (PEC) or his representatives any of those conditions is not met in respect any driver or the employees of Contractor, the Contractor shall replace such driver or employee, if required by In-charge MT/ Manager (M.T.) of PEC. If unlicensed driver is found driving Contractor's vehicle, it shall be treated as a breach of this Agreement.
- 8.3 All drivers to be paid not less than Rs. **32,000/-** (as minimum wages fixed by the Government) per month for the 10 hours, overtime double of the actual if any. Driver will not perform duty more than 16 hours. Provision of uniform and shoes is the responsibility of the contractor. They (drivers) will remain in complete uniform during duty hours.

ARTICLE 9 PENALTIES

- 9.1 Without prejudice to any other right and remedy, which may be available to PIA, THE Contractor shall be liable to be penalized on account of this failure to properly discharge services or obligations under

this Agreement. If the Contractor violates any of the provisions of this Agreement or plies a vehicle in contravention of the Agreement or of the tender, he shall be liable to be penalized as under:

- a) If the Contractor violates any of the provisions in contravention of the provisions of the Agreement, he shall be liable to a penalty amounting to Rs. 5000/= (Rupees Five Thousand only)/per day. All authorized vehicles which have not been approved by the General Manager PEC or his authorized representatives, if playing shall be dealt with under this clause.
- b) If the Contractor violates any of the terms of the Agreement for which no specific penalty has been provided, he shall be fined upto Rs. 10,000/-(Rupees Ten Thousand only)
- c) If the Contractor fails to provide a vehicle on a particular route and the employees are picked /drop in PIA transport OR Taxi, the Contractor will be liable to a fine of Rs.20,000/- (Rupees Twenty Thousand only) per day.
- d) In the event of any delay not exceeding ten (10) minutes the Manager Transport of PEC shall bring such including to the notice to the Contractor. For delays exceeding ten (10) minutes and upto thirty (30) minutes the Contractor shall be liable to a penalty at the rate of Rs.1000/- (Rupees One thousand Only) per minute per vehicle of the entire period of delays.

9.2 The Contractor agrees that the decision of PIA in respect of any aforesaid penalties or recoveries shall be final and binding upon the Contractor and shall not be called into question in any manner whatsoever.

9.3 The Contractor hereby agrees that PIA shall be entitled to recover the amount of penalty whether imposed under the provision of Article 9 or any other provision of this Agreement from any amount payable by PIA to the Contractor whether, under this Agreement or otherwise.

ARTICLE 10: PAYMENTSANDBILLING

10.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be paid as following formula:-

“A”

03 Micro Vans – Dual A/C with Driver fuel etc. for transportation of PEC Officers / Staff from Karachi to PEC Site and back Timing 0700 to 1700 Hrs on working days(Monday to Friday)+ fuel as per consumption to a maximum of Rs._____ per vehicle per month.	<u>Base Value per Month</u> per vehicle. <u>Total Kilometers.</u> x OGRA Rate 5	Total Impact of base Value / Per month. Rs. _____ /-
01 Bus(52 seaters) –Model 2016 with Driver fuel etc. for transportation of PEC staff from Karachi to PEC Site and back. Timing 0700 to 1700 Hrs. on working days(Monday to Friday) + fuel as per consumption to a maximum of Rs._____	<u>Base Value per month</u> <u>Total Kilometers.</u> x OGRA Rate 3.5	Total Impact of base Value / Per month. Rs. _____ /-

Diesel fuel cost = 2640 KM /3.5 X OGRA Notified fuel cost rate of the billing month

Petrol fuel cost = 13,640 KM /5 X OGRA Notified fuel cost rate of the billing month

- 10.2 In case of excess mileage as determine vide clause 10.1 of Article 10, the contractor shall be entitled to additional payment at the rate of Rs. 20 (Rupees twenty only) per Kilometer.
- 10.3 The bills of the Contractor must be submitted on monthly basis on second working day of each calendar month to Manager Motor Transport of PEC-PIA Karachi Airport. After certification and approval, payment of the bill shall be arranged by PEC-PIA within fifteen (15) days of the submission by the contractor. Bill shall subject to deduction of amounts, if outstanding against the contractor. The contractor shall be responsible for the payment of any/ all taxes including without limitation any charges, and duties etc. arising out of and in connection with the payments made to contractor

ARTICLE 11: ASSIGNMENT

- 11.1 The Contractor shall not sublet transfer or assign this Agreement to any party without the prior written permission of PEC-PIA. In case the Contractor hires any vehicle fully serviceable, roadworthy and technically sound as per PEC -PIA specified models from any sub-contractor, PEC will be fully indemnified by the Contractor against any claim of any nature arising out of such Sub-Contract/Hiring.

ARTICLE 12: INSURANCE INDEMNITY:

- 12.1 The Contractor shall at its own cost maintain and keep in force, during the validity of this Agreement or any extension hereof, full/ comprehensive insurance coverage for vehicles and drivers for any injury, loss or damage, including death, which may arise from the operation of Contractor vehicles under this Agreement.
- 12.2 The Contractor shall be solely responsible for and all times keep PEC-PIA and / or its employees indemnified and hold harmless against all liabilities, losses, claims, demands, suites, actions and damages, whatsoever arising under any law to any person due to personal injury or death or otherwise whomsoever or a loss or destruction of any property directly or indirectly arising out of the performance of the contractual obligations by the Contractor, its employees/ agents under this Agreement.
- 12.3 In case of an accident involving death, personal injury or loss of property to any person not being PEC-PIA employee and PEC-PIA is obligated to settle any claim in this regard, in such event PEC-PIA shall be entitled to be reimbursed forthwith by the Contractor. PEC-PIA shall further be entitled to recover any amount paid by it in the settlement of any such claim from any amount or amount payable by it to the Contractor whether under this Agreement or otherwise.
- 12.4 In case the Contractor is required by PEC-PIA to ply his vehicle during any riots, disturbances, agitation or public disturbances and as a result of such operations any van(s) of the Contractor used for discharged its obligations is damaged or destroyed, the Contractor shall not be entitled to be reimbursed by PEC -PIA for the damage /loss it sustained.
- 12.5 Neither party shall be liable for any failure / delay in performing their obligations due to any cause beyond control including without limitation fire, act of public, war, rebellion, insurrection, act of God, and act of state.

ARTICLE 13: INSOLVENCY AND BREACH OF CONTRACT

13. 1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be would up either compulsorily or voluntarily or commit any breach of this

Agreement (not herein specifically provided), PEC - PIA shall, have the right to declare this agreement terminated forthwith in which case the Contractor shall be liable to the confiscation of the security deposit and to pay the PIA CL for any extra expenses which it might incur but it shall not be entitled to any gain of compensation from PEC-PIA.

ARTICLE 14: COMMISSION AND GIFTS etc.

- 14.1 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 and Contractor hereby warrants that the price of the subject matter if this Agreement hereby has not been enhanced or increased to accommodate directly and / or indirectly any commission of fee to any person or entity whomsoever. Contractor agrees to indemnify and harmless PEC - PIA from and against all claims, damages, liabilities charged to or are recoverable from PEC - PIA and which arises out of Contractor's action or negotiation with or in respect to Broker(s)/ Agent(s).
- 14.2 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 paid or agreed to be paid in any manner whatsoever by Contractor to any Brokers and Agents or per sons or entities whatsoever, such a sum be refundable immediately to PEC - PEC- PIA without prejudice to any other rights or remedies of PEC - PIA and the PEC - PIA shall be well within its rights to set - off such sums from any dues that may be payable to the Contractor .

ARTICLE 15: FURTHER ASSURANCE

- 15.1 The Contractor agree that it shall, from time to time, do and perform such other and further acts or things and execute and deliver any/ all such other and further agreements and instructions as may be required or reasonably requested by PEC-PIA to established, maintain and protect its right and remedies under this Agreement.

ARTICLE 16: RECOVERIES

- 16.1 Amongst any sum of money recoverable from the Contractor due to any default under this Agreement or otherwise, PEC-PIA shall be entitled to deduct the said recoverable amount from any money due to become due to PEC-PIA from the security deposit of the Contractor held by PEC-PIA or any bill payable to the Contractor.

ARTICLE 17: APPLICABLE LAW & JURISIDCTION

- 17.1 This Agreement shall be governed by the Laws of Islamic Republic of Pakistan and the courts at Karachi shall have the explosive jurisdiction to try any matter arising out of, in relation to and connected with this agreement.

ARTICLE 18: DISPUTE RESOLUTION

- 18.1 If at 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 existing 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 Director General PEC, PIACL or his Nominee in accordance with provision of Arbitration Act 1940 or any statutory or the re-enactment thereof for the time being enforced. Seat of the arbitration shall be at Karachi.

ARTICLE 19: MISCELLANEOUS

19. 1 This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject which are valid to the extend not in conflict with terms and conditions of this Agreement. Titles are inserted in this Agreement for the purpose of reference and convenience and no way define, limit or describe the scope or intent of this Agreement and are not to be deemed an integral part thereof.
19. 2 The failure of any party at any time to require the performance by the other of any of the terms and provision hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or any 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.
19. 3 This Agreement shall be binding upon and shall insure to the benefit of both parties hereof and their respective successors and assigns provided always that any assignment shall have been made in accordance with this agreement.

IN WITNESS WHEREOF

The Parties hereinto set their hands
 On the day, month and the year
Mentioned hereinabove

For and on behalf of Pakistan
 International Airlines Corporation Ltd.

For and on behalf of
 Contractor _____

Signature & Seal _____

Signature & Seal _____

Name _____

Name _____

Designation _____

Designation _____

WITNESS:
WITNESS:

Signature _____

Signature _____

Name _____

Name _____

N.I.C. _____

N.I.C. _____

Address _____

Address _____

INTEGRITY PACT / DISCLOSURE CLAUSE**(To be submitted on Company's Letterhead)**

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works _____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be 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 from Government of Pakistan.

(To be submitted on Rs. 100 Stamp Paper)

General Manager Contract Management
Supply Chain Management
Pakistan International Airlines
Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our / my tender for supply of _____ to PIA is approved and accepted:

1. That we / I will execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge 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.
2. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
3. 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 (90 days) after expiry of the contract period and / or extension thereto.
4. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIA, the Earnest Money/Bid security held by PIA shall be fortified by PIA and we / I shall not question the same.

Tenderer's Signature _____
Name in full _____
Designation _____
Address _____
Phone / Fax # _____
CNIC _____
Seal _____
Date _____
Email _____
Mob _____