

## **INVITATION TO BID**

### **Hiring of Transport Services for Engineering Apron Area at Lahore Station**

(Ref: GMCM/Trnspt/Engg. Apron Area/LHE/02/24)

Pakistan International Airlines Company Limited, the national flag carrier, invites sealed bids from companies/ firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for Hiring of Transport Services for Engineering Apron Area at Lahore Station.

Bidding documents, containing detailed terms and conditions, etc. are available electronically and can be downloaded from PIA Website [www.piac.com.pk](http://www.piac.com.pk) as well as from E-PADS PPRA web site <https://eprocure.gov.pk/#/auth/login> free of cost. Bidders need to get registered at E-PADS (PPRA) to access the tender document and other relevant information including electronic bid submission. Price of the bidding documents is **PKR 10,000** (non-refundable) to be submitted through a pay order in the name of PIACL along with technical proposal.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS on or before **20-05-2024 at 1030 Hrs (PST)**. Bids will be opened on the same day at **11:00 Hrs** through EPADS.

Bidders MUST submit their bids through E-PADS, Manual submission of bid without E-PADS electronic bid is NOT allowed. The original Pay Order for Tender Fee (with Technical Proposal) and for Bid Security (with Financial Proposal) MUST be submitted along with manual proposals to **GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi**, as per above mentioned date & time.

PIACL reserves the right to reject any or all bids or cancel the tender process at any stage in line with PPRA rules.

GM Contract Management  
Supply Chain Management Department,  
PIA Head Office, Karachi.  
Ph: 021 9904 4216, 9904 3081  
E- mail: gm.cm@piac.aero,  
contract.administration@piac.aero

Ref: GMCM/Trnspt/Engg. Apron Area/LHE/02/24

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub: Hiring of Transport Services for Engineering Apron Area at Lahore Station**

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 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 **20-05-2024 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 Rs. 10,000/- (Not Refundable) as tender fee along with Technical Proposal.**

**B) BID SECURITY (For Local Bidders Only)**

The tender should be accompanied by a Pay Order of **PKR 100,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Bid Security (Refundable). Bid Security in any other shape shall not be accepted. Bid Security deposited against a running contract (s) purchase orders(s) shall not be transferable as Bid Security for any other tender. All tenders without Bid Security shall not be considered.

**C) PERFORMANCE GUARANTEE (For Local Bidders Only)**

The successful bidder(s) upon award of Contract will be required to furnish Performance Guarantee 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 Bid Security already held can be converted into 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 (Local Bidders Only).
- 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/Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- 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 Purchase Order /Contract.
- 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**

This Agreement shall be valid for a period of 01 year, extendable for further two terms of one year each subject to PIA's requirements and/or performance of the contractor with same rates, terms and conditions.

Yours truly,

**GM Contract Management**  
**Supply Chain Management**  
**PIA Head Office, Karachi**  
**Tel: 021 - 9904 4216, 9904 3081**  
**Email: [gm.cm@piac.aero](mailto:gm.cm@piac.aero)**  
**[contract.administration@piac.aero](mailto:contract.administration@piac.aero)**

Ref: GMCM/Trnspt/Engg. Apron Area/LHE/02/24

**Schedule- A**
**Hiring of Transport Services for Engineering Apron Area at Lahore Station**

Brand Name &amp; Model \_\_\_\_\_

Type of Vehicle	Qty	Model	Average KMs/ Month	Duration	Rate/ Month/ Vehicle PKR		Impact/Month /Vehicle Base+ Fuel PKR	Total Impact/Month PKR
					Base Rate	Fuel Charges		
Micro Van With A/C for Lahore Airport for Engineering personnel	01	2020 or above	2100 KMs	24 Hrs				
Base value per year PKR								
Tax (if applicable) _____% PKR								
Fuel charges per year PKR								
Total value for one year (Base + Fuel + Tax) PKR								

Ref: GMCM/Trnspt/Engg. Apron Area/LHE/02/24

## Terms of Reference for Hiring Transport Services

### *Toyota Hiace or Equivalent Van for Engineers Transport on Ramp*

Sr. No.	Description	Specification
1	Quantity	1
2	Vehicle Type	Micro Van with AC
3	Vehicle Body	Van
4	Model	2020 or above
5	Avg KM/month	2100km
6	Duration	24/7
7	Permits	A.I.I.A.P Lahore
8	Manpower	Drivers performing duty as per Shift Roster with proper Weekly Off
9	Other Services	Fuel expense & Complete Maintenance 24/7

**Note: Tender(s) not meeting any of the above condition will be rejected by the PIA.**

TENDERER'S SIGNATURE \_\_\_\_\_

FULL NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

## **TERMS & CONDITIONS**

1. Micro Van must be of 2020 or above model, with A/C System.
2. Bidder is required to quote for the base rate per vehicle per month clearly indicating the mode of fuel in the tender schedule either petrol or diesel, which shall remain fixed during the contract period whereas payments with respect to the running of vehicle shall be paid as per the following formula:

Vehicle: Micro Van with A/C (Actual Running in KMs / 8 X OGRA Notified Fuel Rate for the Month)

For diesel operated vehicle 8km per liter.

Vehicle: Micro Van with A/C (Actual Running in KMs / 7 X OGRA Notified Fuel Rate for the Month)

For petrol operated vehicle 7 km per liter.

**Bidders are required to consider fuel rates for the first half of the month of March 2024, rates are given below for calculation purposes:**

**PERTOL Rs. 279.75 /-**

**DIESEL Rs. 287.33/-**

3. The Contractor / Transporter must provide two pairs of specified uniform annually to his drivers /staff.
4. The drivers must be properly dressed in PIA specified uniform while on duty.
5. All expenses incurred on maintenance / registration / insurance and fuel etc, other liabilities will be born by the contractor.
6. All supervisors /Scheduling staff required for detailing / controlling of vehicles will be Contractor's responsibility.
7. Full trained drivers holding at least 03 years LTV Licenses must be detailed on the vehicles with proper shift pattern reflecting clear off in duties as per regulatory requirement.
8. All vehicles will be inspected by the designated team of Deputy Chief Engineer Lahore Base with written permission / approval at least 07 days prior to deployment of contractual vehicles.
9. Installation of CNG kits in the vehicles is not allowed at any time, if found fine @Rs.5,000/- per day will be imposed.
10. All charges like parking fees by City Government or by Cantonment Boards, entry fees and space charges by CAA or other agencies will be paid by the contractor.
11. Office space, telephone, fax computer etc, all fitting fixtures will be of the contractor.
12. The new Contract shall be for 01 year and two terms extendable.
13. 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.

**Financial comparison of the bidders will be considered on the basis of lowest BASE VALUE quoted by the bidders.**

**Note: Tender(s) not meeting any of the above condition will be rejected by the PIA.**

TENDERER'S SIGNATURE \_\_\_\_\_

FULL NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_



Ref: GMCM/Trnspt/Engg. Apron Area/LHE/02/24

**Evaluation Criteria for Apron Transport Services at LHE**

Sr. No.	Evaluation Criteria	Allocated Marks	Marks Obtained
<b>A.</b>	<b>Personnel Experience with provision of transport services, Technical Qualification in this field and employment of the firm / Company since last 10 years.</b>		
1	<b>No. of Personnel</b>	<b>10</b>	
	00-2	3	
	02-04	5	
	04-08	8	
	8 & above	10	
2	<b>Year of establishment of firm/ Company alongwith certificate in Corpoartion</b>	<b>10</b>	
	12-23 months	3	
	24-35 months	5	
	36-48 moths	7	
	49 & above months	10	
3	<b>Previous similar Experience</b>	<b>5</b>	
	National Companies	2	
	Multinational Companies	5	
4	<b>Relevant Experience in Transport Services with documents.</b>	<b>10</b>	
	01-02 years.	3	
	03-04- years	4	
	05-06- years	5	
	07 & above years.	10	
<b>B.</b>	<b>Details of Transport Services</b>		
1	<b>Workshop Facility</b>	<b>10</b>	
	Rented facility	5	
	Own workshop facility	10	
	No workshop facility	0	
2	<b>Fleet Status</b>	<b>10</b>	
	25% of required fleet in the name of firm	3	
	50% of required fleet in the name of firm	5	
	100% of required fleet in the name of firm	10	

<b>C.</b>	<b>EOBI certification</b>	<b>5</b>	
	Having EOBI Certificate	5	
	No EOBI Certificate	0	
<b>D.</b>	<b>Litigation History of firm Against PIA</b>	<b>5</b>	
	No Litigation	5	
	One time litigation	3	
	Two or above time litigation history	0	
<b>E.</b>	<b>Penalty /fine imposed</b>	<b>5</b>	
	No penalty	5	
	One penalty	3	
	02-03 panalties	2	
	04 or above panalties	0	
<b>F.</b>	<b>Financial standing /status of the firm</b>		
<b>1</b>	<b>Income tax paid during last 02 years (attached income tax statement/ balance sheet /receipt tax challans).</b>	<b>10</b>	
i	Income tax paid under Rs.1 million per year	3	
ii	One To two million per year	5	
ii	Three to four million per year	7	
iv	Five million and above	10	
<b>2</b>	<b>Average annual turnover (for the last five years)</b>	<b>10</b>	
i	Annual turnover Rs.25 million above (A class)	10	
ii	Annual turnover Rs.5 million to 25 million (B class)	8	
iii	Annual Turnover up to Rs.5 million (C class)	5	
<b>3</b>	<b>Financial standing of the firm/ Company</b>	<b>10</b>	
i	Last 02 years net worth statement (duly certified by a chartered Accounts firm.	3	
ii	Minimum funds available Rs.5 million available/not	5	
iii	Surety from a bank /credit limit of the firm available cash balance 2.5 million)	2	
	<b>Grand Total Marks</b>	<b>100</b>	
	<b>Result</b>	<b>Qualifying Marks 75</b>	

## **DRAFT AGREEMENT**

This AGREEMENT is made this day of \_\_\_\_\_ 2024 BETWEEN **Pakistan International Airlines** Corporation Limited existing and operating under the Laws of Pakistan and having its head office at PIA Head Office Building, Jinnah International Airport, Karachi. (hereinafter called the “**PIA**” which expression shall include its administrators, legal representatives and assign) of the one part and **M/S. \_\_\_\_\_** (herein after 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 PIA** invited tenders to hire vehicle of **2020** or above model with AC (herein after individually and collectively called the “Vehicle or Vehicles”) for transportation requirement at apron area at **LHE station**.

**WHEREAS** the Contractor has offered the required Vehicles of **2020** or above model with AC to **PIA** for utilization at apron area as per schedule attached on the terms and conditions appearing herein.

**NOW, THIS DEED WITNESSED AS UNDER**

### **ARTICLE 1: TERMS OF THE AGREEMENT**

1.1 This Agreement shall be valid for a period of 01 year commencing from \_\_\_\_\_ and expiring on \_\_\_\_\_ **extendable for further two terms of one year each subject to PIA’s requirements and/or performance of the contractor with same rates, terms and conditions**. However, in any case, extension of agreement shall not be guaranteed.

1.2 This Agreement may be terminated by either party by giving to the other a notice in writing of **three months** as provided hereunder without assigning any reason thereof.

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

### **PAKISTAN INTERNATIONAL AIRLINE CORPORATION**

Attention : General Manager (SCM.)

PIA Head Office, Karachi Airport,  
Karachi.  
Copy: Manager Engineering  
PIACL LHE.

**CONTRACTOR**

Attention: \_\_\_\_\_  
\_\_\_\_\_

- 1.3 Notwithstanding anything contained herein above, PIA shall have the right to terminate this Agreement forthwith upon written notice through registered post in case of any breach of Agreement by the contractor or the contractor becomes incapable of performing its obligations.
- 1.4 However, it does not absolve the contractor from any outstanding financial contractual obligation towards PIA.

**ARTICLE 2: PERFORMANCE GUARANTEE / SECURITY DEPOSIT**

- 2.1 Before the signing of this Agreement, the Contractor shall deposit Pay Order amounting Rs. \_\_\_\_\_ (in words \_\_\_\_\_) being the 10% of the total base value of one year contract as Performance Guarantee through interest free Security Deposit with Finance Manager (PIA Karachi). In addition to any legal recourse available to PIA, PIA shall be entitled for the confiscation of Bid Security of the Contractor if the contractor fails to furnish the Security Deposit at the stipulated time. The Agreement shall not be enforced if the contractor failed to pay the security deposit at the time stipulated hereinabove. Nonetheless PIA shall always have lien on this deposit to comply any recovery and amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof, PIA will refund the security deposit after making necessary recoveries / adjustment of any liabilities that may have arisen out of this Agreement after three months of the termination/expiry of this agreement.

**ARTICLE 3: VARIATION AND AMENDMENT**

- 3.1 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 Deputy Chief Engineer Lahore base 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 PIA at Lahore Airport apron area.
- 6.2 For transportation at apron area, the contractor shall provide technically sound, fully serviceable and road worthy, with fuel and lubricants etc., of duly approved,
- **01 Micro Van of 2020 Model or above with A/C, Diesel or Petrol.**
- 6.3 As and when required in writing by PIA, the Contractor shall either increase or decrease the number of vehicles, as may be determined by PIA in its sole discretion.
- 6.4. An authorized representative of the contractor shall remain available at LHE station during the period of operation of vehicles.
- 6.5. 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 provided by the contractor shall be the sole responsibility of the contractor.

**ARTICLE 7: CONDITIONS AND INSPECTION OF THE FLEET**

The Ownership of all the vehicles in registration book must be in name of the bidder participating in the tender. 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 up to date insurance and taxes etc. and the drivers holding valid Light/ Heavy Transport Licenses.

- 7.1 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.
- 7.2 The Contractor shall provide all reasonable opportunities and facilities to Deputy Chief Engineer Lahore PIA or his authorized representative to inspect or examine the documents, as and when required by him, of any vehicle engaged in performance of services under this Agreement.
- 7.3 The Contractor upon commencement of this Agreement shall produce all the vehicles for inspection and clearance for paying from Deputy Chief Engineer Lahore PIA 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.5000/-** per vehicle for non complying with this clause.

- 7.4 All vehicles/ drivers engaged in the services required from them under this Agreement will always be in possession of original registration paper and LTV/HTV License and other documents etc.
- 7.5 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 drivers will not be changed frequently, resulting in annoyance of the user staff as new drivers likely to be unfamiliar with the area normal conduct and operations to be followed.
- 7.6 In case, as result of an inspection by Deputy Chief Engineer Lahore base PIA 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 replace such vehicle with serviceable and technically sound vehicle, at no additional cost/ charges etc. 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 Deputy Chief Engineer Lahore base PIA or his authorized representatives and subject to his approval it may be returned to the fleet engaged in the performance of services hereunder.

- 7.7 If the Contractor engages a vehicle for the services hereunder of which he is not the owner, he alone shall be responsible to PIA as real owner of the vehicle.
- 7.8 Any violation of Article 7 will, inter alia, be dealt with under Article 9 hereof.

#### **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 anytime 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 Deputy Chief Engineer Lahore base PIA 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 Deputy Chief Engineer Lahore base PIA.

If unlicensed driver is found driving Contractor's vehicle, it shall be treated as a breach of this Agreement and fine Rs.3000/- will be imposed.

- 8.3 The Contractor shall ensure presence of its representative during operation time of his vehicle at LHE Office failing which he shall be liable for a fine amounting to Rs.5000/= per absence, which may be deducted by PIA from any amount payable by it to the Contractor, whether under this Agreement or otherwise.
- 8.4 All drivers to be paid not less than amount (as minimum wages fixed by the Government for the current year) per month for the **08** hours duty and also provided uniform with shoes. They will remain in complete uniform during duty hours.
- 8.5 If driver will found without wearing proper uniform during operation a fine @Rs.1000/per day will be imposed for noncompliance.

#### **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.2000/= (Two thousand) per day. All authorized vehicles which have not been approved by the Deputy Chief Engineer Lahore base PIA 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.2000/= (Rupees two thousand only).
- c) If the Contractor fails to provide a vehicle on a particular time and the employees are picked / drop in PIA transport, the Contractor will be liable to a fine of **Rs.3000/-** (Rupees Three Thousand only) for movement.
- 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: PAYMENTS AND BILLING**

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

01 Micro Van 2020 Model or above With A/C For Lahore.	Base Value per Month per vehicle.  Rs..... .....	Total Impact of base Value/per month.  Rs..... .....
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Diesel fuel cost = 2100KMs/8 X OGRA Notified fuel cost of the month.  
Rs.....

Petrol fuel cost = 2100KMs/7 X OGRA Notified fuel cost of the month.  
Rs.....

10.2 Rate per month is invited on the basis of average KM per month mentioned in the tender schedule, however payment to the contractor will be made on actual distance (KM) covered by the vehicles duly certified by the user department / Incharge Motor Transport

10.3 The bills of the Contractor must be submitted on monthly basis on 2<sup>nd</sup> of each calendar month to Deputy Chief Engineer Lahore Base. After certification and approval, payment of the bills shall be arranged by PIA within thirty (30) days of the submission by the Contractor after 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 PIA. In case the Contractor hires any vehicle fully serviceable, roadworthy and technically sound as per PIA specified models from any sub-contractor, PIA 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, drivers and other staff, employees of PIA travelling on board the Contractor’s vehicles and hired parties against any claims, including, but not limited to claims under Workmen Compensation Act, the Fatal Accidents



Act and any other Law. 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 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 any damage to or 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 any person not being PIA employee and PIA is obligated to settle any claim in this regard, in such event PIA shall be entitled to be reimbursed forthwith by the Contractor, PIA shall further 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.

In case the Contractor is required by 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 PIA for the damage /loss it sustained.

12.4 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), 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 for any extra expenses which it might incur but it shall not be entitled to any gain of compensation from 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 PIA from and against all claims, damages, liabilities charged to or are recoverable from 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 persons or entities whatsoever, such a sum be refundable immediately to PIA without prejudice to any other rights or remedies of PIA and the 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 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, PIA shall be entitled to deduct the said recoverable amount from any money due to become due to PIA from the security deposit of the Contractor held by PIA or any bill payable to the Contractor.

#### **ARTICLE 17: APPLICABLE LAW & JURISDICTION**

- 17.1 This Agreement shall be governed by the Laws of Islamic Republic of Pakistan and the parties agree to the exclusive jurisdiction of the courts in Karachi.

#### **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 consent of both parties 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: MICELLANEOUS**

- 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 too the benefit of both parties hereof and their respective successors and assigns provided always that any assignment shall have been made in accordance with the terms of Article 17 hereof.

***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

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 void-able at the option of Government of Pakistan.

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

(To be submitted on Rs. 100 Stamp Paper)

General Manager Contract Management  
Supply Chain Management Department  
Pakistan International  
Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our/my tender for supply/Services of \_\_\_\_\_ to PIACL is approved and accepted:
2. That we / I will into and 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 under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us /me.
4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIACL 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 PIACL the Bid Security/Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature \_\_\_\_\_

Name in full \_\_\_\_\_

Designation \_\_\_\_\_

Address  
\_\_\_\_\_

Phone /Mob# \_\_\_\_\_

CNIC \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

Email Address: \_\_\_\_\_