

Ref: GMCM/SURFACE TRANSP /SIALKOT/01/25

M/s _____

SUB: REQUIREMENT OF A FIRM FOR THE HIRING GUESTS/BAGGAGE SURFACE TRANSPORTATION SERVICES AT SIALKOT TO/FROM OTHER DOMESTIC SECTORS“AS AND WHEN REQUIRED BASIS”.

Dear Bidders,

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 apply for Tender through EPADS and also send your tenders physically with Tender fee and Bid security, addressed to GM Contact Management, Supply Chain Management Department, PIA Head Office, JIAP Karachi latest by **23-04-2024 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 Rs. 15,000/- (Not Refundable) as tender fee along with Technical Proposal. (For Local Bidders Only)

4. In case of Public holiday, tenders will be submitted/opened on the next working day as per given schedule

B) BID SECURITY (For Local Bidders Only)

The tender should be accompanied by a Pay Order of **PKR 50,000** (Valid for 180 days) 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 **05%** of total base value of the contract as interest free Security deposit in shape of Pay Order.

Note:

Bid security already held can be converted into Performance Guarantee and balance amount if any shall be deposited as above.

ACCEPTANCE OF TENDER

PIA do not pledge themselves to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations, divide business among more than one supplier or accept the tenders at rates on lowest individual items or extend the date of opening by assigning the reason / as per the PPRA Rules.

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 inclusive of GST and other taxes.
- 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 along with Technical proposal.
- 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.

PRICES

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all duties / taxes (Except PST), packing, octroi and delivery charges for free delivery to LHE/SKT. However, if GST is applicable, same should be shown separately.
- b) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Agreement. The Prices must be stated for each item separately both in words and figures in Pakistan Currency. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Bid Offer must be valid for 180 days.

G) 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.

Encl:

- 1. Tender Schedule-A**
- 2. Terms & Conditions**
- 3. Single Stage Two Envelope Procedure**
- 4. Undertaking to Execute Transaction**
- 5. Integrity Pact**
- 6. Technical Evaluation Criteria**
- 7. Draft Agreement**

Note: 1- Prescribed Tenders form may be directly downloaded from PIAC / PPRA website.

Yours truly,

GM Contract Management
Supply Chain Management
PIA Head Office, Karachi
Tel: 021 – 9904 4216, 9904 5277
Email: gm.cm@piac.aero
contract.tech@piac.aero

TENDER SCHEDULE “A”

Transportation of diverted flight passenger & left behind passenger and baggage from Sialkot International Airport to different cities (Airport to Airport) As and when required basis.

Please enter rates in PKR without Applicable Provincial Sale tax against each item in the following tables. Total of each column will be taken for total calculation.

It is mandatory to enter all items rates.

In order to evaluate the bid for “Lowest” Total Rate without tax ‘X’ for one year will be considered.

Successful bidder shall be required to produce all vehicles for inspection within 30 days after issuance of LOI. In case vehicles are not arranged for inspection within stipulated time in LOI or any extension thereto, which may be granted by the management to the maximum of 30 days, bid security will be forfeited and LOI will be withdrawn.

In such case, necessary/ punitive action shall be taken against service provider as per PPRA & company rules.

The payment will be made on actual.

A. FOR PASSENGER

S.N	FROM -TO	BUS DAWOO/ YUTONG OR EQUIVALENT (A)	COASTER (B)	HIACE (C)	CAR (D)
01	SIALKOT AIRPORT TO LAHORE AIRPORT				
02	SIALKOT AIRPORT TO ISLAMABAD AIRPORT				
03	SIALKOT AIRPORT TO PESHAWAR AIRPORT				
04	SIALKOT AIRPORT TO MULTAN AIRPORT				
05	SIALKOT AIRPORT TO FAISALABAD AIRPORT				
		Total (A)	Total (B)	Total (C)	Total (D)

B. FOR LEFT BEHIND BAGGAGE

S.No	FROM -TO	SHAHZORE (E)	MASTER TRUCK (F)	SUZUKI PICKUP (G)
01	SIALKOT AIRPORT TO LAHORE AIRPORT			
02	SIALKOT AIRPORT TO ISLAMABAD AIRPORT			
03	SIALKOT AIRPORT TO PESHAWAR AIRPORT			
04	SIALKOT AIRPORT TO MULTAN AIRPORT			
05	SIALKOT AIRPORT TO FAISALABAD AIRPORT			
		Total (E)	Total (F)	Total (G)

Rate Calculation:

Enter values for X and Z.

Total Rate without tax 'X' for one year =

$X = \text{Total A} + \text{Total B} + \text{Total C} + \text{Total D} + \text{Total E} + \text{Total F} + \text{Total G}$

X = _____

Applicable Provincial Tax for one year 'P' = _____

Total rate with applicable provincial tax 'Z=X+P' = _____

Total rate without tax for one year X= _____

Total rate with applicable provincial tax for one Z= _____

Tender Terms & Conditions

01. Tender fee (Non-Refundable) **Rs.15,000** /- (Rupees only) in the shape of Pay Order or Cash Receipt from Manager Finance / is mandatory to be attached with the Technical bid.
02. Tender documents can also be downloaded from PIA Web Site i.e. www.piac.com.pk in PIA for Business Link / Active Tenders and www.ppra.org.pk
03. Participant must be registered with Sales Tax authorities. NTN,GST / PST No. must be quoted & copy of NTN,GST / PST Registration and Company Profile must be attached with the Tender, Technical bid
04. This contract will be for one year extendable for two terms of one year each on same rate terms and conditions, with **90 days Exit Clause**.
05. Participants are also required to submit Rs 50,000/- (Rupees Only) as Bid Security in shape of Cash Receipt / Pay Order or Bank Draft in favor of PIA to be attached with the Financial bid (refundable)
06. Successful bidder will also be required to submit 5% of the base bid value as security deposit after receiving the "Letter of Intent" (Refundable after completion of contract).
07. After the call from PIA representative, Vendor must provide transport within one hour (01 hr).
08. All participants must quote one rate for the cities against vehicles (Air-conditioned for passengers) mentioned which must be firm and final in all respect.
09. Penalty 20% would be imposed in case contractor fails to provide the services on time which will be covered from the pending/ Current Bill.
10. Participants to also mention the time required to reach the transport at Airport, on receiving the intimation call from authorized officer of PIA.
11. Payment terms are net thirty days (NTD) after providing the services and submission of bill; Income Tax will be deducted at source as per the FBR Regulations.
12. Quotations must be valid for 180 days. And rates would remain firm & final for the whole contract period.
13. Bidders to note that vehicle to move the passengers should be of 2016__ or latest model.
14. Office / site of the successful bidders will be visited by PIA Officials.
15. All Route Permits and Toll taxes etc. will be the responsibility of contractor.
16. Tender proceedings will be carried out on "Single Stage Two Envelope Basis".
17. All Participants are required to quote rates inclusive of all taxes except GST/PST. (basic rates + applicable Tax)

Authorized Signature: _____

Supplier Seal & Designation. _____

Date: _____

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 Or Letterhead)

GM Contracts Management
SCM Department
Pakistan International Airlines,
Karachi.

Subject: Undertaking to Execute the Contract

Dear Sir,

We/I, the undersigned bidder do hereby confirm, agree and undertake to do following in the event our / my tender for Solution / Services of _____ to PIA is approved and accepted:

1. 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 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 after expiry of the contract period.
4. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIA the Bid security held by PIA, shall be fortified and we / I shall not question the same.

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

TECHNICAL EVALUATION CRITERIA

Total Marks Allocated – 100

Minimum Qualifying Marks – 70

S/N	Technical Evaluation Criteria Details	Marks Allocated
01	Company Experience	15 Marks
a	More than 10 years	15 /
b	Less than 10 years but more than 5 years	10 /
c	Less than 05 years of experience	05 /
02	Projects & Clientele	10 Marks
a	More than 03 or more similar nature contracts	10 /
b	Less than 03 but more than 01 contract	05 /
c	Having 01 contract	03 /
03	Turnover / Revenue	15 Marks
a	Turnover more than 05 Million PKR per year	15 /
b	Less than 05 Million PKR per year but more than 02 Million	10 /
c	Less than 02 Million PKR of Turnover per year	05 /
04	Valid Documentation	20 Marks
a	Valid Driving License	05 /
b	Valid Fitness Certificate	05 /
c	Valid Registration Documents	05 /
d	Vehicle models must not be more than 10 years old	05 /
05	Litigation History	15 Marks
a	Having no litigation record	15 /
b	Having two or less pending court cases	10 /
c	Having more than 02 pending court cases	No mark /
06	Company Fleet and Employees	25 Marks
a	Having more than 10 technical personnel / technicians / drivers /Mechanics.	10 /
b	Having less than 10 technical personnel / technicians / drivers/Mechanics.	05 /
c	Four & Six -wheelers up to 05 vehicle	05 /
d	Buses - up to 05	05 /

Service Provider Details

Tender Fees: Rs. 15,000/- PIA Cash Receipt/P.O # _____

Bid security: Rs 50,000 P.O _____

Company Name _____

Address: _____

NTN # _____ GST # _____

Bank Name _____

Bank Branch/Code: _____ Bank Account # _____

Company Registration Certificate No _____

Contact Person Name / Designation _____

Off. Tel. Number: _____ Cell Number _____

Company Email Address: _____

Company Website URL: _____

One year Bank Statement attested with account maintenance certificate.

Sign-----

Name-----

Stamp-----

Attach with Technical Documents.

Agreement No: _____

Date: _____

DRAFT AGREEMENT

(Provincial value of Stamp paper will be applied)

This AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED (PIACL) a public limited company incorporated, governed and operating under the laws of Pakistan whose Head Office is at PIACL Building, Jinnah International Airport, Karachi, Pakistan (hereinafter called "PIACL") AND M/s. _____ having its registered office at _____

_____ (hereinafter called the "The Contractor") of the other part.

WHEREAS, the PIACL required services of transportation for layover Pax/cargo from SIAL International Airport Sialkot to different cities on "As & when required basis".

And whereas Contractor has offered the provisioning of transport/buses/vehicles as precisely described in the attached "Schedule A" (integral part of the agreement) thereof for each category of vehicle required and whereas the contractor has represented to and assured PIACL that it has capability to arrange & provide desired / required buses/vehicles by PIACL, and whereas PIACL has accepted the offer extended by the contractor upon terms and conditions set herein below:

NOW THIS DEED WITNESSTH AS UNDER:

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 PIACL, if deemed necessary, subject to PIACL requirements for another two (02) years or any term less than it on the same, terms and conditions in writing.

ARTICLE – 2: TERMINATION OF THE AGREEMENT

- a. That either party may terminate the contract by serving upon the other party a notice in writing of 90 days through registered AD mail without assigning any reason thereof after clearing and making all the due payments, outstanding bills, demands and claims / settlement of liabilities to each other.
- b. PIACL may terminate this contract at any time during the period of contract with immediate effect / forthwith, by serving upon the contractor a written notice through acceptable means of communication on the breach and defaults committed by the Contractor or for any other reason.

ARTICLE – 3: SCOPE OF WORK

- a) Duty officer on PIACL transit cell will talk to Contractor regarding the availability of the transport via email OR phone and shall maintain a register for this purpose and write the response from the Contractor, either transport is available or not, with date, time, any special remarks.

- b) If Contractor refuses, the refusal entries from the Contractors should be recorded in register with date, time, and refusal reason followed by a formal email to Contractor for record purpose.
- c) Once Contractor accepted / acknowledge for the transportation, he will make the transport vehicle at Sialkot Airport. Then duty officer on PIA transit cell will onboard the passenger & baggage on Contractor's provided Vehicle at SKT Airport.
- d) PIA Traffic staff will maintain record of such onboard passengers with details of their names, ticket numbers, arrival/departure flight, date & sector, reason of provision of surface transportation, authority emails and handling report. He will submit these documents to PIA Station Manager Office Sialkot for further execution of billing process through ERP system.
- e) Contractor will transport passengers by its own transport from Sialkot Airport to Destination city/airport.
- f) Contractor vehicle must be air-conditioned, neat & clean interior, hygiene, and mosquito/bugs free.
- g) The Contractor transport driver must be in possession of valid driving license and vehicle documents and he must drive the vehicle safely & smoothly.
- h) The Contractor shall at its own cost maintain its vehicles while provisioning services under this agreement and the Contractor shall bear all expenses, tolls, taxes, penalties, etc. for the transportation of pax/baggage.
- i) Contractor vehicle driver / helper must be wearing neat & clean clothes; they themselves should be hygiene, neat & clean, good mannered, honest & courteous.
- j) Contractor or its employees shall in no case be considered the co-partner, or employees of PIACL neither they will act like that.
- k) The wages, any fringe benefits, allowances of Contractor's staff whatsoever shall be sole liability of the Contractor and shall be governed under labor laws of Pakistan. Such remunerations shall be paid by Contractor him/herself directly to his/her employees without involving PIACL.
- l) Contractor will submit its invoices/bills to PIACL Station Manager Office after duly verified by Incharge Traffic /Shift Station Manager of PIACL for further approval processing in ERP system.
- m) Wrong invoicing/billing/overbilling shall be subject to deletion/deduction of said amount from bill by PIA..
- n) The verified invoices/bills by Station Manager PIACL Sialkot along with supporting documents and relevant ERP approved documents will be sent to PIACL Finance Manager Sialkot for payments to the Contractor.

ARTICLE – 4: PRICES/RATES

PIACL agrees to accept the transport services for specified routes against specified vehicle/s as per agreed rates described in the annexed Schedule/s. These rates shall include Income tax/withholding taxes etc. and any other charges / taxes (Except PST) required to be paid on any services performed under this Agreement and shall remain firm and final for the duration of this Agreement which shall not be enhanced by the contractor on any account whatsoever. Similarly, benefit of all Federal Provincial or Local government taxes, withdrawn from the existing taxes, after the price quoted in the tender will be passed on to PIACL by subtracting them from the bills / invoices. While all the toll taxes/ fines etc. will the responsibility of contractor

ARTICLE – 5: PAYMENT

Payment in respect of transport services shall be made by Finance Manager PIA, District Sales Office, Sialkot within 30 days of the submission of the pre-receipted / certified bills. The payment(s) shall be made to the contractor after satisfactory procurement of services which will be verified by the relevant official (s) of PIACL and subject to deduction of all required Government taxes or fees levied by any Federal / Provincial Government or its authorities. In case of any deviation from contract/poor performance for any reasons a penalty of PKR 5,000/- per case will be imposed & will be deducted from the respective bill/invoice or any other means.

ARTICLE – 6: Performance Guarantee as SECURITY DEPOSIT

Prior to the signing of this Agreement the Contractor shall deposit in cash as interest free security deposit in lieu of Performance Guarantee with the Authorized Office of PIACL. PIACL shall have the right to recover / adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refunded to the Contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any amount through different modes and methods provided under the applicable laws.

ARTICLE – 7: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this Agreement, PIACL shall be entitled to deduct such amount from the pending bills of the Contractor or shall recover through any other means.

ARTICLE – 8: MODE / REQUIREMENT OF TRANSPORTATION

Station Manager / Deputy Station Manager PIA or any responsible officer of PHS shall be authorized to ask contractor for arranging transportation (on mobile for quick response) against requirement & contractor shall be bound to arrange/provide transport (suitable/cleaned & road worthy vehicle/s) within 01 Hours after the intimation/call.

ARTICLE – 9: CONDITION OF VEHICLES / STANDBY CHARGES

All the vehicles especially passenger busses must of 2016 or latest brand and must be in sound condition i.e. road worthy, tidy/properly cleaned and staff in tidy clothes with courteous behavior. In case, buses/vehicles not utilized by PIACL even after the vehicle arrived at Airport, a compensation equivalent to 10% of that route will be paid to the contractor.

ARTICLE 10: INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless PIACL, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this Agreement whether due to performance / non-performance of any services under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall not be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc are proven to have been attributed beyond doubt solely to the Contractor.

Article 11: WARRANTIES AND INSURANCE

The Contractor warrants PIACL that its services are free from defects in workmanship and materials. If examination shows that this warranty has not been met, the contractor will either reprocess or make a reasonable allowance, with the prior written consent of PIACL. The foregoing warranty is the sole warranty made, and shall exclude any other warranty whether written or oral, express or implied. No representative of the Contractor is authorized to make any further warranty.

ARTICLE 12: INSOLVENCY AND BREACH OF CONTRACT

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

ARTICLE 13: SEVERABILITY

If any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions which shall nevertheless remain binding and effective between the parties.

ARTICLE 14: SCHEDULE

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

ARTICLE 15: FORCE MAJEURE

Except as provided under this Agreement neither party shall be liable for any failure or delay in performing their obligation(s) due to any cause beyond its reasonable control including without limitation, fire, act of public enemy, war, rebellion, insurrection, accident, disease, road blockages of VIP movement etc, act of God, act of state or of the judiciary. The parties shall, however, inform each other in such an event at the earliest opportunity.

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

ARTICLE 16: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Contractor or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or PIACL, 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 Contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by Managing Director, PIACL as damages and the decision of the said Managing Director in this respect shall be final and binding on the contractor.

ARTICLE 17: INTEGRITY PACT / DISCLOSURE CLAUSE

Declaration of Fees, Commissions and Brokerage Etc. Payable By The Contractors, Vendors, Distributors, Manufacturers, Contractor & Service Providers Of Goods, Services & Works _____ the Seller / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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 Contractor shall not sublet, transfer or assign this Agreement to any other party without prior written permission of PIACL.

If the contractor assigns this Agreement to any other party wholly or partly in contravention of this Article, PIACL in its discretion may terminate this Agreement and / or blacklist or debar the Contractor for future to execute any contract with PIACL.

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: Confidentiality

The Contractor shall keep confidential any Confidential Information obtained from PIACL, or any of its affiliates under or in connection with this Agreement and shall not divulge the same to any third party without the prior written consent of PIACL. Such Confidential Information will only be used by the Contractor in connection with the performance of obligations under this Agreement.

ARTICLE 21: ARBITRATION and GOVERNING LAWS

All matters of dispute or differences arising out of the agreement, the settlement of which is not otherwise specifically provided in the agreement, shall be resolved in accordance with the Arbitration Act,1940 . The Managing Director, PIA, or his nominee shall act as sole arbitrator whose decision shall be final and binding. The services under this agreement shall continue during the proceedings before the said authority and no payment due to or payable by PIA shall be withheld on account of such proceedings. The seat of the arbitration shall be at PIA Head Office Karachi. The governing law of this agreement shall be the Laws of Pakistan, whereby the parties hereto agree to the exclusive jurisdiction of the Courts in Karachi to try any matter arising out of this agreement.

ARTICLE 22: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

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

ARTICLE 23: CORRESPONDANCE

The Contractor will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of PIA or otherwise except the _____Manager regarding any matter arising from this or any other Agreement with PIA. The Contractor may carry on correspondence with the designated officials of the User Department.

ARTICLE 24: 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:

Manager PIA

CONTRACTOR

E-mail: _____

Email: _____

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY, MONTH AND THE YEAR MENTIONED HEREINABOVE

For and on behalf of PIA

For and on behalf of Contractor

Sign & Seal: _____

Sign& Seal _____

Name: _____

Name: _____

Designation: _____

Designation: _____

WITNESS- 1:

WITNESS-1:

Signature: _____

Signature: _____

Name (in Block letters): _____

Name (in block letters) _____

CNIC No: _____

CNIC No: _____

Address: _____

Address _____

WITNESS- 2:

WITNESS-2:

Signature: _____

Signature: _____

Name (in Block letters): _____

Name (in block letters) _____

CNIC No: _____

CNIC No: _____

Address: _____

Address _____

IMPORTANT NOTES

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 (incase awarded) or in case of any earlier termination. The time barred CRs (receipts)/refund cases shall not be processed. (For Local Bidders only)

Bidding documents, containing detailed terms and conditions, etc. are available and can be downloaded from PIA Website <https://www.piac.com.pk/corporate/sales-procurement/tender> as well as from E-PADS PPRA web site www.eprocure.gov.pk free of cost. Bidders need to get registered at E-web portal of E-PADS PPRA (Federal) to access the tender document and other relevant information including electronic bid submission. In case of any help regarding EPADS online submission Mr. Wali Sohaib Najeeb Cell No. +92 345 9897000 and email auditcell.scm@piac.aero and contract.tech@piac.aero may be contacted.

Bids should be submitted electronically ONLY through EPADS PPRA web portal. Manual submission of bid, without EPADS electronic bid is NOT acceptable. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidder/s may contact Mr. Rizwan Mehmood, Director MIS Room No.109, 1st Floor, FBC Building Sector G-5/2, Islamabad or Helpline Contact No. 051-111-137-237.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS web portal by closing time & date mentioned in the tender document. Bids will be opened on the same day at 11:00 AM through EPADS.

All interested bidders must register themselves at EPADS by using link: <https://eprocure.gov.pk/#/supplier/registration>

Original Bid Security and Tender Fee instrument MUST BE attached with the Technical Proposal and the reference / PayOrder copy must be submitted through EPADS online submission as well, before Tender Closing Date & Time (For Local Bidders only).

THE END