

Ref: GMCM/Trnspt/Medical & DR/ISB/01/22

M/S _____

Sub: Hiring Of Transport Services for Medical (Ambulance) & Dispatch Riders at Islamabad 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 **02-11-2022 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. The decision of GM Contact Management in this respect shall be final and binding.

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 300,000.00** 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 05% 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.

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/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

- 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

Contract will be awarded for a period of three (03) years.

Yours truly,

GM Contract Management
Supply Chain Management
PIA Head Office, Karachi
Tel: 021 - 9904 3181, 9904 3081
Email: gm.cm@piac.aero
contract.administration@piac.aero

Ref: GMC/Trnspt/Medical & DR/ISB/01/22

Schedule- A
Tender Schedule

Brand Name: S#.1 _____ S#.2 _____

S N	Types of Vehicles	Qty	Kms /	Duration	Base Value / vehicle / Month	Fuel / Charges / Month	Total Base+ Fuel Charges / Veh / Month PKR	Total Vlaue / Month / All Vehicles
1.	Reconditioned Dual A/C Micro Vans (ambulances equipped with all necessary facilities) (2400cc or above / 2015 Model, registered in 2019 or above	02	7,000 Kms (02 veh)	24 Hrs.				
2.	70 Cc Motorcycles Brand New Zero Meter	03	18,000 kms (03 Bikes)	0830 hrs to 0030 hrs				
Total Base Value of all Vehicles for one year PKR								
Tax (If Applicable) ___ % PKR								
Total Base Value of all Vehicles for one year (including tax) PKR								
Total fuel charges of all Vehicles for one Month PKR								
Total fuel charges of all Vehicles for one year PKR								
Total amount (Base Value +fuel) of all Vehicles for one year PKR								
Total amount (Base Value with tax +fuel) of all Vehicles for one year PKR								
Total amount (Base Value with tax +fuel) of all Vehicles for Three years PKR								

Ambulance

Diesel fuel cost = distance Km/8 X OGRA Notified fuel cost of the month. Rs.....

Petrol fuel cost = distance Km/7 X OGRA Notified fuel cost of the month. Rs.....

Motorcycle

Petrol fuel cost = distance Km/50 X OGRA Notified fuel cost of the month. Rs.....

Terms & Conditions

- All participants are required to mention brand name of the vehicle for which rates are quoted.
- Quotations are invited with inclusive of all applicable taxes including Provincial Services Tax.
- In case, **the applicable taxes** not mentioned in the quotation, tax amount shall be deducted from the base value. **Bidders are required to mention the applicable tax rate/ percentage.**
- **All prospective bidders are advised to quote OGRA fuel rates for the Month of September 2022 for calculation purpose.**
- **Petrol Rate Rs. 235.43**
- **Diesel Rates Rs.247.43**
- Payment for fuel charges will be made on actual distance (KMs) covered by the vehicles in a month on following calculation.
- **Ambulance**
Diesel fuel cost = (Distance) Km/8 X OGRA Notified fuel cost of the month. Rs.....
Petrol fuel cost = (Distance) Km/7 X OGRA Notified fuel cost of the month. Rs.....
- **Motorcycle**
Petrol fuel cost = (Distance) Km/50 X OGRA Notified fuel cost of the month.
Rs.....
- **Financial comparison of the bidders will be considered on the basis of overall lowest quoted rates in BASE Value + FUEL Value for all vehicles.**
- PIACL reserves the right to increase or decrease the number of vehicles at any time as per its demand or requirement whenever deemed appropriate during the contract.
- Per day base value will be calculated on 30 days basis.
- Stamp duty is applicable as per government Rates/law.

Ref: GMC/Trnspt/Medical & DR/ISB/01/22

EVALUATION CRITERIA

<u>Hiring of Transport Services for Medical (Ambulances) & Dispatch Riders At Lahore Station</u>			
Sr. No.	Evaluation Criteria	Allocated Marks	Marks Obtained
A.	Company/ Firm Profile		
1.	No. of Personnel	15	
	02 to 20	5	
	21 to 30	10	
	31 & above	15	
2.	Year of establishment of firm/ Company	15	
	12 to 24 months	5	
	24 to 36 months	10	
	36 months and above	15	
3.	Relevant Experience in Transport Services	10	
	01 to 04 years	5	
	04 to 06 years	7	
	06 years & above	10	
B.	Number Of The Current Contracts	10	
	1 to 4	2	
	5 to 6	5	
	7 to 10	7	
	11 and Above	10	
C.	Financial standing /status of the firm		
1.	Average Income tax paid during last 03 years(attached income tax statement/ balance sheet /receipt tax challans)	20	
	Income tax paid under Rs.0.05 Million per year	10	
	Rs.0.05Million to Rs.0.09 Million per year	15	
	Rs.0.10 Million per year and above	20	
2.	Average annual Revenue (for the last Three years)	15	
	Annual revenue Rs. 5 million above (A class)	15	
	Annual revenue Rs.0.5 million to Rs. 5 million (B class)	10	
	Annual revenue up to Rs.0.5 million (C class)	5	
3.	Financial standing of the firm/ Company	15	
	Minimum funds available Above Rs.2.0 million	15	
	Minimum funds available Rs. 0.5 to 2.0 million	10	
	Minimum funds available less than Rs. 0.5 million	8	
	Grand Total Marks	100	

	RESULT	Qualifying Marks 50	
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DRAFT AGREEMENT

Hiring Of Transport Services for Medical (Ambulance) & Dispatch Riders at Islamabad station

This AGREEMENT is made on this day ----- BETWEEN **Pakistan International Airlines Corporation Limited (“PIACL”)** a public limited company incorporated and governed under the laws of the Pakistan having its head office at PIA Building, Jinnah International Airport Karachi. (Hereinafter referred as “PIACL”) (which expression shall include the successors, legal representative and permitted assigns) And ----- (hereinafter referred to as “**CONTRACTOR**” which expressions shall include his partners, legal representative, heirs, successors and assign) of the other part.

The PIACL and the Contractor may individually be referred to as a “Party” and collectively be referred to as “parties” respectively as the context of this agreement requires.

WHEREAS PIACL invite tenders to hire Micro Vans 2400cc or above Reconditioned model 2015 or above registered in 2019 or above, modified in (Dual A/C) modified in Ambulance fully equipped with all necessary facilities for Medical Services Division duties & 70cc brand new Motor cycle for dispatch Riders duties for Flight Operation at **Islamabad** station.

WHEREAS the contractor has offered to provide the required Vehicles described in the schedule to PIACL on the terms and conditions appearing herein after.

Whereas PIACL has accepted the above Said offer of the contractor being lowest bidder at the station mentioned herein above.

NOW, THIS DEED WITNESSED AS UNDER

ARTICLE 1:
SCOPE OF THE AGREEMENT

- 1.1 The contractor shall provide specified type/model vehicles, described in schedule attached herewith and made an integral part hereof to PIACL on its required at **Islamabad** for PIACL duties.

ARTICLE 2:
TERM OF THE AGREEMENT

- 2.1 This Agreement shall be valid for a period of 03 year w.e.f ----- and expiring on -----, upon satisfactory performance.
- 2.2 This Agreement may be terminated by either party by giving to the other a notice in writing of Three (03) month (90 days) as provided hereunder without assigning any reason thereof.
- 2.3 Notwithstanding anything contained in this Agreement, PIACL shall have the right to terminate this Agreement forthwith upon written notice which shall be served through Registered post or facsimile in case of any breach of Agreement by the Contractor and or any other reason as a consequence of which the contractor becomes incapable of performing its obligations.

ARTICLE 3:

- 3.1 All Notices for the termination of this 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. For the purpose of service of notice, the following shall be official address of the parties.

PAKISTAN INTERNATIONAL AIRLINE CORPORATION

Attention : General Manager (Contracts Management)
PIA Head Office, Karachi Airport,
Karachi.
Copy : General Manager/In-Charge (M.T)
PIA Head Office, Karachi Airport,
Karachi.

CONTRACTOR

Attention : Mr. _____
M/s _____
Office : _____

ARTICLE 4 :

VARIATION AND AMENDMENT

- 4.1 This Agreement shall not be varied, modified, altered, amended or supplemented etc. Except by the mutual consent of the parties in writing.

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 PIACL or otherwise except the Manager MT, Dy General Manager MT, **General Manager (M.T) / General Manager (Contracts Management)** of PIACL regarding any matter arising out of this Agreement.

ARTICLE-6

CONDITION AND INSPECTION OF A/C VEHICLE

- 6.1 The Contractor shall be under obligation to provide fully serviceable, roadworthy and technically sound condition Micro vans Dual A/c modified in Ambulance, equipped with necessary facilities, 70cc motorcycles (brand New Zero meter) described in the attached schedule and any deviation in this regard shall be treated as breach / violation of the Agreement by the contractor. The contractor shall be liable for payment of penalty @ **Rs. 3,000/-** per vehicle per breach / violation in addition to any other right available to PIACL under this Agreement and / or any applicable law.
- 6.2 The General Manager MT, relevant In-Charge MT and or their nominee(s) shall have right to check the documents for the hired Micro Van dual A/c and Motor cycle 70cc in order to check validity. Each driver must have a valid HTV / LTV driving license deployed to drive the vehicle. If an unlicensed driver is found driving vehicles under this Agreement it shall be treated as breach of this Agreement. A Fine @ **Rs. 3,000/-** per occurrence shall be imposed on the Contractor for any such violation in addition to any other action against him as per this agreement or otherwise.
- 6.3 All vehicles engaged in the services under this Agreement will be in possession of original papers

ARTICLE 09:

Type of vehicle(s)

Reconditioned Dual A/c Micro Van (Ambulance with A/c) (2400cc or above / 2015 Model, registered in 2019 or above equipped with all necessary facilities / 70cc Motorcycle brand new zero meter

ARTICLE-7

OBLIGATIONS OF THE CONTRACTOR

- 7.1 The Chauffeurs / drivers engaged in the performance of services under this Agreement shall observe a satisfactory disciplinary conduct and should be in presentable / clean uniform. The chauffeurs shall at all times be in possession of valid driving license, if any unlicensed chauffeurs is found driving car under this Agreement shall be treated as a breach of this agreement. Drivers must be abstained from consumption alcoholic beverages and drugs.
- 7.2 All expenses incurred on the maintenance, registration, insurance, fuel and any other expenses/ cost out of and /or in connection with the performance of contractual obligations by the contractor shall be borne by the contractor including space charges, parking/ entry fees charged by PCAA or any other agencies/ Department.
- 7.3 Contractor shall be liable to pay all taxes as may be levied by federal Government, Provincial Government including provincial services tax, PCAA and any other local/municipal authority under this agreement or any services performed under this agreement and on vehicles used by contractor under this agreement.
- 7.4 In case of any breakdown of any vehicle during operation a margin of 20 minutes may be given to the contractor for arranging similar alternative arrangement will be provided by the contractor. In case of alternative vehicle arrives after said marginal time then a fine of @Rs. 3,000/- per incident will be imposed to the contractor in addition to any other penal action which PIACL may take to cure the loss of any damage including without limitation described under the provision of this agreement. The Contractor will immediately inform M.T Section, PIACL regarding status of vehicles halted in workshop for necessary repairing/maintenance work and also alternative arrangement to curtail the deficiency.
- 7.5 The contractor hereby undertakes that in the performance of the services hereunder it shall fully, comply with laws pertaining to employment and other matter and further undertakes to assume entire liabilities for the settlement of all claims resulting from and arising out from any injury or death or accident or otherwise at any time to its employees /agent engaged in the performance of services under this agreement.
- 7.6 The contractor hereby agrees that PIACL shall be entitled to recover the amount due against it any manner whatsoever under this agreement from any amount payable by PIACL to contractor under this agreement or otherwise.
- 7.7 Apart from above applications, the contractor shall be liable to perform all other acts required under the Law and / or otherwise in connection with provisioning of transportation services under this agreement.

- 7.8 The drivers must have at least 05 years experience and shall be utilized in three (03) shifts pattern with one off and will not perform duty for more than 16 hours in a shift at one time. Annual leave and overtime will be given as per government rules/Labor laws.
- 7.9 Salaries for drivers hired by the contactor will be in accordance with minimum wages per month set by the Federal / Provincial government for the current / respective year during the contract period.
- 7.10 As per requirement in case of any mal functioning of vehicle Air conditioning System a penalty of Rs.5,000/-per day per van per occurrence will be imposed.
- 7.11 Contractor shall provide following documents of the drivers to Deputy General Manager M.T. It shall be responsibility of the contractor not to change the driver for a definite period of time and in case of new driver is deployed, provision of Documents of such driver as mentioned below to be submitted accordingly.
- a) Valid CNIC Copy
 - b) Latest Police Verification Copy
 - c) Valid Permanent Driving license Copy
 - d) Latest Medical fitness certificate
 - e) All Contractual employees & Drivers must be vaccinated
 - f) Vehicles Registration documents
 - g) Vehicles Insurance documents
- 7.12 The Contractor shall be required to register its employees with EOBI, Social Security and other authorities as may be required under the law. The contractor shall further be required to pay all contributions to EOBI, Social Security and any other authority in respect of its employees as it may be required under the law and original receipt of contribution paid to the respective authorities must be submitted with monthly bills and the same will be returned after verification.
- 7.13 Contractor is liable to arrange vehicles and make it operational within the time Limits stipulated in the Letter of Intent (LOI). In case of any delay in arranging of Vehicles a penalty of Rs. 10,000/- per vehicle per day will be imposed on the Contractor which will be deducted from the earnest money/bid security and from the monthly bill.
- 7.14 All Labor laws and rules / regulations pertain to hiring of drivers/staff will strictly be Implemented on the employees hired by the contractor to execute the services under this Agreement otherwise it will be deemed as breach of contract.
- 7.15 All vehicles under this contract agreement must equipped with First Aid kit & Fire Extinguisher and all other necessary tools and spares of vehicles.
- 7.16 It is hereby notified that following conditions may warrant penalty of Rs. 1,000/- per breach / per day, if not comply with.
- a) Cleanliness of driver with uniform
 - b) Cleanliness of Vans
 - c) Misbehavior of driver
 - d) Outlook of Vans
 - e) Fitness of Vans
 - f) Double duty of drivers
- Penalties on above would be over and above to the penalties imposed against major clauses of the agreement.

ARTICLE 8:
PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

8.1 The Contractor shall deposit performance guarantee in shape of Pay Order or Bank Guarantee a sum PKR. _____ (Equivalent to 05% of the total base value) as interest free security deposit 15 days before the execution of this Agreement with Finance Manager Head Office payment PIACL. This Agreement shall not enforce if the contractor failed to pay the security deposit at the time stipulated herein above. PIACL 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, PIACL will refund the security deposit 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 applicable laws. The interest free security deposit shall remain with PIACL up to 03 months after the termination of agreement or any extension thereof.

ARTICLE 9:
PAYMENTS AND BILLING

9.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be entitled to receive payment upon satisfactory performance of its Contractual obligations from PIACL.

9.2 The Contractor shall submit its monthly bill(s) before 2nd of next month and payment to it shall be made within **15 days** of the receipt of the bill(s) after proper verification of receipt of services and after making adjustments of all dues recoverable from the contractor under this agreement and or any other agreement.

9.3 **Financial details as under**

Types of Vehicles	Qty	Kms / Month	Duration	Base Value / vehicle / Month	Fuel / Charges / Month	Total Vlaue / Month / All Vehicles
Reconditioned Micro Vans Dual A/C (Ambulances equipped with all necessary facilities) (2400cc or above / 2015 Model, registered in 2019 or above	02	7,000 Kms (02 veh)	24 hrs.			
70 Cc Motorcycles Brand New Zero Meter	03	18,000 kms (03 Bikes)	0830 hrs to 0030 hrs			
Total Financial impact Per Month (Base + Fuel)						
All Applicable Taxes (Including provincial services tax)						
Total financial Impact per year (Base + Fuel)						

Ambulance

Diesel fuel cost = distance Km/8 X OGRA Notified fuel cost of the month. Rs.....

Petrol fuel cost = distance Km/7 X OGRA Notified fuel cost of the month. Rs.....

Motorcycle

Petrol fuel cost = distance Km/50 X OGRA Notified fuel cost of the month. Rs.....

RECOVERIES

- 10.1 Amongst any sum of money recoverable from the contractor due to any default under this Agreement or otherwise PIACL shall be entitled to deduct the said recoverable amount from any amount due to or become due to PIACL from the Security deposit of the Contractor held by PIACL or any bill/invoice payable to the contractor.

ARTICLE-11**INSURANCE INDEMNITY:**

- 11.1 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 PIACL 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 applicable Law. For any injury, loss or damage, including death, which may arise from the operation of Contractor vehicles under this Agreement.
- 11.2 In case of an accident involving death, physical injury or loss of property to any person not being PIACL employee, PIACL is not obligated to settle any claim in this regard, in such event PIACL shall be entitled to be reimbursed forthwith by the Contractor, PIACL shall further entitled to recover any amount payable by it to the Contractor whether under this Agreement or otherwise.
- 11.3 In case the Contractor is required by PIACL to ply its vehicle during any riots, disturbances, agitation or public disturbances and as a result of such operations any vehicles of the Contractor used for discharging its obligations is damaged or destroyed, the Contractor shall not be entitled to be reimbursed by PIACL for the damage / loss its sustained as the same shall be covered by insurance maintained by contractor.
- 11.4 The Contractor shall be liable and shall indemnify and hold harmless PIACL, its employees, servants and agents in respect of any claims, liabilities, all losses, fines and expenses arising from or caused by any breach of this agreement or any negligent act or omission, misconduct or misrepresentation by the Contractor, its employees, servants or agents, on whatever legal title such claim or liability might be based. In the event that such a claim or suit is commenced against PIACL, the Contractor shall be responsible to defend PIACL in addition to bear the costs and amount of such Litigation and pay the amount of decree or penalty on the judgment or settlement of the claim and all expenses incidental thereto.

ARTICLE-12**COORDINATOR:**

- 12.1 PIACL in its discretion may appoint from its employee's Coordinator(s) at Karachi, Lahore and Islamabad Airports and / or Motor Transport Officer who will Coordinate with the Contractor and also monitor the transportation services provided by the Contractor. The Contractor shall be under obligation to cooperate with him for smooth and timely provisioning of services under this Agreement.

ARTICLE-13**NO BROKER:**

- 13.1 It is understood and agreed that no Broker have participated in the bringing the parties together or in the negotiations and preparation of this agreement and coordinator hereby warrants that price of the subject matter of this Agreement hereby has not been enhanced or

entity whomsoever. Contractor agrees to indemnify and hold harmless PIACL from and against all claims, demands, liabilities, damages, losses and judgment which may be suffered by accrued against, charged to or are recoverable from PIACL and which arises out of Contractor's action or negotiations with or in respect to Brokers/Agents.

- 13.2 Notwithstanding anything contained herein above, in the event that at any future date it is established that such commission and / or fees of any kind have been made by Contractor to any Brokers and Agents or persons or entitles whatsoever, such a sum shall be refundable immediately to PIACL without prejudice to any other, rights or remedies of PIACL.

ARTICLE-14
INSOLVENCY AND BREACH OF CONTRACT

- 14.1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or wind-up either compulsorily or voluntarily or commit any breach of this Agreement (not herein specifically provided), PIACL shall, have the right to declare this agreement terminated forth within which case the Contractor shall be liable to the confiscation of the security deposit and to pay the PIACL for any extra expenses which it might incur but it shall not be entitled to any gain of compensation from PIACL.

ARTICLE-15
MISCELLANEOUS

- 15.1 This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject.
- 15.2 The Contractor warrants that it is a Bonafede and independent legal entity, working in its own name accounts and acknowledges that this Agreement does not confer in any manner whatsoever upon it or any individual employed it, the status of any employee, worker officer agent or advisor of the corporation.
- 15.3 The Contractor shall not sublet, transfer or assign this agreement to any other party without the prior written permission of PIACL. In case the contractor hires any above mentioned vehicles fully serviceable, road worthy and technically sound in term of this agreement from any sub-contractor, PIACL shall remain indemnified by the contractor against any claim of any nature whatsoever arising out of such sub-contractor/ hiring.
- 15.4 Titles are inserted in this agreement of the purpose of reference and convenience and in no way define, limit or described the scope of intent of this agreement and or not to be deemed an integral part thereof.
- 15.5 The failure of either party at anytime require thereby requiring it the performance of any term and condition of this Agreement, shall no way effect the right of that party, thereafter, to enforce the same at any subsequent stage.
- 15.6 If any Law requires that one or both parties of this Agreement register this agreement pursuant to such a Law, the entire cost of such registration shall be borne by the Contractor.
- 15.7 This agreement shall be binding upon and shall insure to the benefits to the both parties hereto, and their respective successors and assigns provided always that any assignment should have been made in accordance with the terms of article hereof.

GOVERNING LAW & DISPUTE RESOLUTION

- 16.1 This Agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- 16.2 The parties agree & submit themselves to exclusive jurisdiction of the courts at Karachi.
- 16.3 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 existence of such question, dispute or difference specifying its nature and point at issue for conciliation failing which the matter may be referred to Arbitrator nominated by CEO PIACL 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 and the parties agree to the exclusive jurisdiction of the courts in Karachi.

ARTICLE-17
FORCE MAJEURE:

- 17.1 Except as provided under this agreement neither party shall be liable for any failure or delay in performance other than their obligation if such is caused due to act of public enemy, war, rebellion, insurrection, act of God and act of state. Force majeure or any other cause beyond the control of the parties provided that in the event of such stoppage or failure, the Contractor shall use its best endeavors to fulfill its obligations herein under immediate intimation to PIACL of failure to perform.

WITNESS WHEREOF The parties herinto set their hands on the day, month and the year mentioned herein above.

For and on behalf of
Pakistan International Airlines Corporation

For and on behalf of
Contractor

Signature & Seal _____
Name _____
Designation _____

Signature & Seal _____
Name _____
Designation: _____

WITNESS:

Signature _____
Name _____
N.I.C _____
Address _____

WITNESS:

Signature _____
Name _____
N.I.C _____
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 /Fax# _____

CNIC _____

Seal _____

Date _____

Email Address: _____