

REF: PHS/SM/ PEW/34/2023

Date: June 05, 2023

Tender Fee: PKR 3000/-**TENDER NOTICE**

PIACL Peshawar Station invite sealed quotation(s) from well established/reputed parties/Service providers for services mentioned below to Passenger Handling Services (PHS) PIA BKIAP Peshawar on annual rates running contract basis (on as and when) required basis for a period of TWO years effective from date of approval and extendable for another one year on the same terms and conditions subject to satisfactory performance.

1. **Lunch**
2. **Dinner**
3. **Breakfast**

Sealed quotations/bids are invited on” **Single Stage Two Envelopes Basis** “from well reputed/GST registered firms/parties/service providers. Tender form along with a list of services, security deposits, terms & conditions can be obtained from District Manager , PIA Office 33 The Mall Peshawar Cantt against tender fee **Rs. 3,000/-** (non refundable) during working days from onward -June 05, 2023.

Tender/Quotation form/bids must be dropped in the tender Box placed in the office of District Manager, PIA 33 The Mall Peshawar Cantt **AT 10:30 hrs** and will be opened on same date **June 22, 2023** at 1100 hrs in the presence of all tenderer(s) on the same venue.

Bidders must submit two sealed envelopes marked “Technical proposal” and “Financial Proposal” along with tender reference in tender box separately. Technical proposal must contained product literature/specification, GST/NTN certificate; tender fee (pay order/CR) will be opened on same date, whereas financial proposal envelope remained sealed till finalization of technical evaluation report by PIA Management. After the technical evaluation report, accepted bidder(s) would be called for financial proposal opening while the not-recommended party(s) envelopes would be returns as it is.

PIA reserves the rights to accept/reject/hold any or all bidder tenders, divides business among the vendors/suppliers or extends the opening date.

Tender Notice & Form can also be downloaded from PIA website www.piac.com.pk & PPRA website www.ppra.org.pk For further detail and assistance, bidder(s) may contact under signed during working hrs.

Station Manager

PIA Pax Handling Services,
BK Int'l Airport, Peshawar
Off Tel: 091-9213365/9212269
E-mail: pewkkpk@piac.aero

REF: PHS/SM/ PEW/34/2023

Date: June 05, 2023

Tender Fee: PKR 3000/-

Invitation for Bids

Hiring Ground Feeding Services for Delayed/Diverted/Cancelled Flight Passengers at BKIAP Peshawar

On As And When Required Basis

M/S _____

Dear Sirs,

We are pleased to invite your sealed tenders for the item mentioned above. 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 District Manager 33 The Mall Peshawar Cantt latest by **June 22 , 2023** 10:30 hrs. The tenders may be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the District Manager Office, 33 The Mall Peshawar Cantt latest by 1030:00 hours on the specified date. Tenders will be opened at 11:00 hours at the same day in the presence of tenderer(s).
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Chairman Tender Committee in this respect shall be final and binding.
3. Bidders are required to submit a Pay Order /CR of **Rs. 3,000/-** (Non-Refundable) as tender fees along with Technical Proposal.

B) EARNEST MONEY (Local Bidders Only)

The Tender should be accompanied by a Pay Order payable (valid for 120 days from the date of tender opening) of **PKR 10,000/- (Ten Thousands Only)** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in shape of pay order or Bank Guarantee/ Insurance Guarantee and any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

C) SECURITY DEPOSIT (Local Bidders Only)

The successful tenderers upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee / Insurance Guarantee) in the amount equivalent to **5%** of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit 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, GST, and other taxes separately.
- Bid on Prescribed Proforma issued by PIA.
- 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 or Bank Guarantee for 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 District Manager PIA 33-The Mall Peshawar Cantt 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 120 days.

G) DURATION OF CONTRACT

Contract will be awarded for the period of TWO year and extendable for another one year on mutual consent of both parties on same rate, terms & conditions subject to satisfactory performance.

Station Manager PHS
BKIA PIA Peshawar

Enclosed: Schedule A
Draft Agreement
Integrity Pact
Undertaking to Execute the Contract

TENDER SCHEDULE "A"

Bid form

**TENDER SCHEDULE OF GROUND FEEDING SERVICES TO
DELAYED/DIVERTED/CANCELLED FLIGHT PASSENGERS AT PESHAWAR**

On As And When Required Basis.

SN	Menu	SET	BOX	BOX RATE INCLUSIVE GST IN PKR
01	Lunch/Dinner	SET -1	Rice / Chicken 225 gm / 125gm Shami Kabab 45 gm Mineral Water 500ml Cake Piece 01pc	
02		SET-2	Burger /Chicken Wraps 250gm Mineral Water /Juice 500/250ml	
03	Break Fast	SET-3	2 eggs omelet 4 Slices of Bread/Parata or Roghni Nan Juice Tetra Pack 250ml	

NB. Fixed Rates with delivery at PIA destination

Authorized Signature of Contractor _____

& Seal _____

Designation: _____

CNIC No. _____

Date _____

Workshop Address & Contact# _____

REF: PHS/SM/ PEW/34/2023

**DRAFT FOR PASSENGER GROUND FEEDING AGREEMENT ON AS AND WHEN REQUIRED BASIS FOR
PHS PEW YEAR 2023-24**

This AGREEMENT is made this day of _____ 2023 BETWEEN **Pakistan International Airlines**, a Corporation existing and operating under the **Pakistan International Airlines Corporation Act 1956** (XIX OF 1956) and having its head office at PIA Building, 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.

WHEREAS the contractor has agreed to provide Meal/Snack Box for ground feeding described in schedule to PIA PHS Peshawar stations.

Whereas PIA has accepted the above said offer of the contractor being lowest bidder subject to the terms and conditions given herein below.

NOW, THIS DEED WITNESSED AS UNDER

ARTICLE 1:

SCOPE OF THE AGREEMENT

The contractor shall provide Meal/Snack Box for ground feeding in schedules attached herewith and made a part hereof at the rates and conditions given therein against each type of meals to PIA on its demand at Peshawar.

ARTICLE -2

TERMS OF THE AGREEMENT

- This Agreement shall be valid for a period of ___ **TWO** ___ years commencing from _____ and expiring on _____, provided that PIA may in its sole discretion by a notice in writing extend this agreement for a further period of ONE terms on the same terms and conditions Upon satisfactory performance.
- This Agreement may be terminated by either party by giving to the other a notice in writing of three months (90 days) as provided hereunder without assigning any reason thereof.
- Notwithstanding anything contained in this Agreement, PIA shall have the right to terminate this Agreement forthwith upon written 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.

ARTICL-3

NOTICES

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

PAKISTAN INTERNATIONAL AIRLINE CORPORATION LIMITED (PIACL)

Attention : **District Manager**
Khyber Pakhtunkwa,
PIA , Peshawar.

Copy: General Manager (PHS)
Blue Area PIA Building Islamabad.

CONTRACTOR

Attention: Manager Operation
ABC-XYZ

ARTICLE : 4

SECURITY DEPOSIT

The Contractor shall deposit in Pay Order/CR OF 5% of total value as interest free security deposit within 15 days of the execution of this Agreement with Finance Manager PIACL Booking Office Peshawar. This Agreement shall not remain enforce if the contractor failed to pay the security deposit within the time stipulated hereof. 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 in full or after making necessary recoveries / adjustment of any liabilities that may have arisen out of this Agreement.

ARTICLE 5:

VARIATION AND AMENDMENT

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

ARTICLE :6

PRICES : Annexure "A"(Fixed Rates with delivery at PIA destination)

SN	Menu	SET	BOX	BOX RATE INCLUSIVE GST IN PKR
01	Lunch/Dinner	SET -1	Rice / Chicken 225 gm / 125gm Shami Kabab 45 gm Mineral Water 500ml Cake Piece 01pc	
02		SET-2	Burger /Chicken Wraps 250gm Mineral Water /Juice 500/250ml	
03	Break Fast	SET-3	2 eggs omelet 4 Slices of Bread/Parata or Roghni Nan Juice Tetra Pack 250ml	

ARTICLE 7:

CORRESPONDENCE:

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 Distract Manager Peshawar and Station Manager (PHS) Peshawar of PIA regarding any matter arising out of this Agreement.

ARTICLE-8

PENALTY

In case, the contractor fails to provide ground meal services to PIA Peshawar as per required standard, then Station Manager PHS PIA will have the right to arrange and make any other alternative arrangements at risk and the cost and consequences of the contractor. The amount so spent shall be deducted from the contractors bill pending and or those that may be submitted in future and or from Security Deposit as the case may be.

ARTICLE : 9

PAYMENT & BILLING

Payment to the contractor will be made on monthly basis (NTD) latest by 7th day of each month by PIA. The bill shall be submitted by the contractor to Station Manager PHS PIA Peshawar. The payment of bill shall be subject to all the applicable taxes under the prevailing laws of the country. Finance Manger to ensure Security Deposit submitted by contractor.

ARTICLE-10

ASSIGNMENT

The contractor shall not sublet transfer or assign this agreement or any other party without the prior permission of PIA. In case the contractor hires any car fully serviceable road worthy technically sound and 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 contractor/hiring.

ARTICLE 11:

INSOLVENCY AND BREACH OF CONTRACT

Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be wound 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 12:

GRATUITY, COMMISSION AND GIFTS etc.

- Any bribe commission, gift or advantage given promised or defrayed by or on behalf of the contractor or his officer, servant, representative or agent of PIA relating to obtaining or to the execution of this or any other agreement with PIA for showing or for bearing to show favor or disfavor to any person in relation to this or any other agreement as aforesaid shall be subject to the payment or any payment to be decided by the Chief Executive Officer PIACL in this respect shall be final binding on the contractor.
- 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 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-13

NO BROKER

- 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 increased to accommodate directly and or indirectly any commission of fee to any person or entity whomsoever. Contractor agrees to indemnify and hold harmless PIA from and against all claims, demands, liabilities, damages, losses and judgment which may be suffered by accrued against, charged to or are recoverable from PIA and which arises out of Contractor's action or negotiations with or in respect to Brokers/Agents.
- 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 entities whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other, rights or remedies of PIA.

ARTICLE 14:

FURTHER ASSURANCE

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 15:

RECOVERIES

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 16:

APPLICABLE LAW

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

ARTICLE 17:

DISPUTE RESOLUTION

If at any question, dispute or difference may arise between the parties under this Agreement, either party may given 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 and the parties agree to the exclusive jurisdiction of the courts in Karachi.

ARTICLE 18:

MISCELLANEOUS

- This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject
- The failure of either party at an 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 such terms or provision hereof held to be waiver of any succeeding beach of any such terms or provision itself.
- The contractor warrants that it is a benefice 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.
- 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.
- The failure of either party at any time require the performance by the thereof 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 party or breach any of the terms or provisions hereof taken or held to be waiver of any succeeding breach of any such terms of provision itself.
- If any law requires that one or both the parities of this agreement register this agreement pursuance to such a law the entire cost of such registration shall be borne by the Contractor.
- This agreement shall be binding upon and shall inure to the benefit of both parties hereto, and their respective successors and assigns provided always that any assignment should have been made in accordance with the terms of Articles.

IN WITNESS WHEREOF

The Parties hereinto set their hands

On the day, month and the year

Mentioned hereinabove

For and on behalf of Pakistan

For and on behalf of Contractor

International Airlines Corporation

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 PHS

ACS PIA Department

Pakistan International Airlines ISB

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 of _____ to PIA 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 PIA 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 PIA 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 PIA the Earnest money held by PIA shall fortified and we / I shall not question the same.

Tenderer's Signature: _____

Name in full: _____

Designation: _____

Address: _____

Phone / Fax: _____

CNIC: _____

Seal: _____

Date _____