

GM (P)/CAC/Cont/FSD-TRANSP/19

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

\_\_\_\_\_

\_\_\_\_\_

**Sub: Hiring of Transport Services at BBIAP to New Islamabad International Airport**

Dear Sirs,

We are pleased to invite your sealed tenders for the Contract 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 General Manager Procurement, PIA Procurement & Logistics Building JIAP Karachi latest by **01-01-2020** at **1030Hrs.** The tenders may be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the entrance of the PIA Procurement & Logistics Building latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Procurement, which must reach before the closing date and time mentioned above. Tenders will be opened at **11:00 hours** the same day in the presence of tenders.

2. Tenders received after stipulated date & times shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Procurement in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs.3000/-(Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

**B) EARNEST MONEY (Local Bidders)**

The Tender should be accompanied a Pay Order payable (valid for 90 days from the date of tender opening) equivalent to 2 % of total bid value in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in 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)**

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (pay order) 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) **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 “**FINANCIAL**” and “**TECHNICAL**” 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 returned *un-opened* to the respective bidders.

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).
- 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 for Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Procurement, PIA P&L Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

**G) PRICES**

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 90 days.
- D) Quote Rates, GST and other taxes separately.

**H) Duration of Contract**

Contract will be awarded for the period one year further extendable two more terms on same rates terms and condition subject to satisfactory performance on mutual consent basis.

**General Manager (Procurement)**

**021-9904-3081- 021-99044423**

**e-mail [Contract.administration@piac.aero](mailto:Contract.administration@piac.aero)**

**[khijzpk@piac.aero](mailto:khijzpk@piac.aero)**

(Annexure "A")

**Hiring of Transport Services at Benazir Bhutto International Airport to New Islamabad**

**International Airport**

**Tender Schedule "A"**

S/N	Description (24hrs operational )	Model	*QTY	Rate / veh/ month Rs.	Total rate all vehicles /Month Rs.
01	Catering Highlifter(Meal cabin should be Air-Conditioned with maximum 5 °C )	Not older than 2 years	05		
02	Trucks with Refrigeration System  Container Size W-10ft L-20ft approx.		02		
03	Trucks without Refrigeration System  Container Size W-10ft L-20ft approx.		02		
<b>Total amount all vehicles / Month Rs.</b>					
<b>Total Amount per Year Rs.</b>					
<b>2% Earnest Money Rs.</b>					

\*As and when required in writing by PIACL, the Contractor shall either increase or decrease the number of vehicles, as may be determined by PIACL in its sole discretion. One Catering Operator and Two Pantry man will be provided by Vendor with each Vehicle. Manager Operations and other administrative people who will manage duties of these employees will also be provided by Vendor. These employees will work in shifts according to shift patterns of PIACL.

S. No.	Category	Description
01	<b>Holding Room</b>	One room is required for maintaining cooling chain in transit period before loading in Hi-loaders Size: 12 (min) x 28 (min) 400 - 600 sq.ft. is required.
02	<b>Duty Officer Room</b>	Size of the room 14 (min) x16 (min) is required for PIA Staff. 250 - 300 sq.ft is required.
03	<b>Store Room</b>	Size of the room 12 (min) x14 (min) is required with shelf. 250 - 300 sq.ft is required.

(Annexure "B")

**TERM OF REFERENCE (TOR)**

1. For pick / drop of Catering material at Islamabad from BBIAP or elsewhere & NIIAP, the Contractor shall provide technically and mechanically sound, fully serviceable and road worthy fleet, with fuel and lubricants, entire periodic / necessary maintenance, Vehicle Insurance, Airside Insurance & Vehicle Tracker etc. at all-time during the existence of this agreement.
2. As and when required in writing by PIACL, the Contractor shall either increase or decrease the number of vehicles, as may be determined by PIACL in its sole discretion.
3. An authorized representative of the Contractor shall remain available at **Islamabad Station** during the period of operation of vehicles.
4. The purchase of fuel, lubricants, spares and payment of wages including the regulatory requirement to the driver and other staff, maintenance and overhauling and ensuring validity of the insurance in respect of the vehicles provided by the Contractor shall be the sole responsibility of the Contractor.
5. Contractor shall be responsible for loading & off-loading of Catering material from each vehicle / aircraft at BBIAP or elsewhere and NIIAP facilities for which, appropriate number of HR to be provided by the Contractor at its cost.
6. The Apron Cards / Passes for vehicles and manpower will be the responsibility of the Contractor.
7. Contractor shall be responsible for cleaning /fumigation as per the schedule provided by In-charge Operations FSD-ISB.
8. Contractor shall be responsible for arranging, sorting the retrieved equipment, providing garbage bags for disposal of raw material, collecting garbage and its proper disposal as per PIACL's requirement.
9. All housekeeping, electricity, maintenance of holding room, duty officers room and store room shall be provided by the contractor.

**Catering Highlifter:**

- Quantity: 05
- Specification: Attached at Annexure 'C'.
- To be used at NIIAP for meal uplift from facility to Aircraft (W 10, L 20 with Air-conditioning system)

**Trucks with Refrigeration System:**

- Quantity: 02
- Specification: Attached at Annexure 'D'.
- To be used for transportation of meals and components from BBIAP or elsewhere to NIIAP.
- To be used for transportation of crockery and catering material to load from BBIAP or elsewhere and to NIIAP.

**Trucks without Refrigeration System:**

- Quantity: 02
- Specification: Attached at Annexure 'D'.
- To be used for transportation of retrieval material from BBIAP or elsewhere to NIIAP & Vice Versa.
- To be used for transportation of crockery and catering material to load from BBIAP or elsewhere and to NIIAP.

**Holding Rooms:-**

- One room is required for maintaining cold chain in transit period before loading in Hi-loaders
- Size: 12 (min) x 28 (min)
- 400 - 600 sq.ft room is required.

✚ **Duty Officer / staff Room:**

- Size of the room 14 (min) x16 (min) is required for PIA Staff.
- 250 - 300 sq.ft is required.

✚ **Loading / Off-loading Bays:**

- 03-04 Loading Bays & 03-04 Off-Loading Bays are required.

✚ **Store Room:**

- Size of the room 12 (min) x14 (min) is required with shelf.
- 250 - 300 sq.ft is required.

**SPECIFICATION OF HIGHLIFTERS**

<b>Model:</b>	Not older than 2 years
<b>Brand:</b>	ISUZU or equivalent brand
<b>Dimension:</b>	18 - 24 ft. long approx. 8 - 10 ft. wide approx.
<b>Capability:</b>	Capability to operate on all wide body and narrow body aircraft (B777, A330, B737, A320)
<b>Compliance:</b>	PCAA Compliance on safety
<b>Air-condition:</b>	Meal cabin should be air-conditioned with maximum 5 °C
<b>Livery:</b>	PIA current livery

**Security:**

- IP Based CCTV cameras with recording facility must be installed.
- Compliance on concerned law enforcement agencies on implementation on security.

**Safety Improvement & Compliance:**

- Master Switch is required to isolate battery.
- Fire Trap to arrest flames / sparks at silencer must be installed.
- Earth chain to be installed.
- Hand-brake must be operational.
- Battery boots must be installed on Battery terminal.
- Rubber Buffer (inner dia 5'' and outer dia 6'') must be installed at the end of front Platform for the safety of Aircraft.
- Fire Extinguisher
- Safety Jacks / Stabilizers must be installed.
- Emergency engine-stop switch must be installed in both cabins.

**Serviceability of following standards/ meter must be operational.**

- Headlights
- Back Lights
- Brake Lights
- Reverse Lights
- Apron / Beacon Lights
- Revolving Lights
- Speedometer etc.

**SPECIFICATION OF TRUCKS WITH REFRIGERATION SYSTEM**

- Model:** Not Older than 2 years
- Brand:** ISUZU or equivalent brand
- Container Size:** Width 10 ft approx.  
Length 20 ft approx.
- Container Temperature:**  
  
Air-conditioned to maintain temperature between -10°C to +5°C
- Safety:** Should have Fire Extinguisher installed  
Should have a proper Locking System.  
Road Safety regulation must be complied.
- Livery:** Should be in PIA livery.
- Security:**
- IP Based CCTV cameras with recording facility must be installed.
  - Compliance on concerned law enforcement agencies on implementation on security.

**SPECIFICATION OF TRUCKS WITHOUT REFRIGERATION SYSTEM**

- Model:** Not Older than 2 years
- Brand:** ISUZU or equivalent brand
- Container Size:** Width 10 ft approx.  
Length 20 ft approx.
- Safety:** Should have Fire Extinguisher installed  
Should have a proper Locking System.  
Road Safety regulation must be complied.
- Livery:** Should be in PIA livery.
- Security:**
- IP Based CCTV cameras with recording facility must be installed.
  - Compliance on concerned law enforcement agencies on implementation on security.



(Annexure "E")

**EVALUATION CRITERIA**  
**FOR CATERING HIGH LIFTERS**

**Total Marks: 100**

**Qualifying Marks Minimum: 70**

**Technical:**

**Mandatory Requirement:**

- Capability to handle all wide body & narrow body aircraft (B777, A330, A320, B737).
- Availability of IP based CCTV Cameras.
- Compliance with all PCAA safety standards.

**Note: Proceed if mandatory requirements are complied.**

<b><u>S. No.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>Maximum Marks</u></b>	<b><u>Marks Obtained</u></b>	<b><u>Status</u></b>										
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05	<b><u>PIA Livery:</u></b>		10		
	<b>Attributes</b>	<b>Marks</b>			
	Without PIA Livery	07			
	PIA Livery	10			
06	<b><u>Drivers Capabilities:</u></b>		10		
	<b>Attributes</b>	<b>Marks</b>			
	Driver with HTV License of experience 10 years	08			
	Driver with HTV License of experience 15 years and more	10			

**Financial Standing: (Documentary Proof of all attributes required)**

<b><u>S. No.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>Maximum Marks</u></b>	<b><u>Marks Obtained</u></b>	<b><u>Status</u></b>	
07	<b><u>Income Tax paid during last 02 years</u></b>		10		
	<b>Attributes</b>	<b>Marks</b>			
	Upto 02 Million	07			
	2.1 - 3.0 Million	08			
	3.1 - 4.0 Million	09			
4.1 Million & above	10				
08	<b><u>Annual Turnover for last 03 years:</u></b>		15		
	<b>Attributes</b>	<b>Marks</b>			
	20 Million - 30 Million	08			
	30.1 Million - 40 Million	10			
	40.1 Million & above	15			
09	<b><u>Litigation History against PIA:</u></b>		10		
	<b>Attributes</b>	<b>Marks</b>			
	Litigation	00			
	No Litigation	10			

10	<b><u>EOBI Certification:</u></b>		05		
	<b>Attributes</b>	<b>Marks</b>			
	No Certification	00			
	EOBI Certification	05			

**Comments:**

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**EVALUATION CRITERIA**  
**FOR TRUCKS WITH / WITHOUT REFRIGERATION**

**Total Marks: 100**

**Qualifying Marks Minimum: 70**

**Technical:**

<b><u>S. No.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>Maximum Marks</u></b>	<b><u>Marks Obtained</u></b>	<b><u>Status</u></b>										
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EOBI Certification	05				

**Comments:**

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**DRAFT AGREEMENT**

**ISLAMABAD**

This AGREEMENT is made this day of \_\_\_\_\_ 2020 BETWEEN Pakistan International Airlines Corporation Limited having its Head Office at PIACL Building, Karachi Airport, Karachi. (hereinafter called the "PIACL" which expression shall include its administrators, legal representatives and assign) of the one part and M/S. \_\_\_\_\_ is a \_\_\_\_\_ (registered Company or firm or and an AOP)(hereinafter call "CONTRACTOR" which expression shall include his partners, legal representative, heirs, successors and permitted to assign of the Other Part.

WHEREAS PIACL invited tenders to hire vehicles(herein after individually and collectively called the "Vehicle or Vehicles") for transportation of Catering Material at ISB station (BBIAP or elsewhere & NIIAP).

WHEREAS, the Contractor represent that it / he has ample relevant experience, manpower and finances to cater the requirement under this agreement.

WHEREAS the Contractor has offered the required Vehicles toPIACL for uplifting / transportation of Catering Material at ISB Station (BBIAP or elsewhere& NIIAP) on the terms and conditions appearing herein after at Karachi.

**NOW, THIS DEED WITNESSED AS UNDER;**

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

- 1.1 This Agreement shall be valid for a period of (01) one Year commencing from \_\_\_\_\_ and expiring on \_\_\_\_\_and may further extendable for similar two terms subject to satisfactory performance of the Contractor on mutual consent in writing.
- 1.2 This Agreement may be terminated by either party by giving to the other a notice in writing of (03) three months as provided hereunder without assigning any reason thereof.
- 1.3 Notice in writing for the termination of the Agreement shall be served through Registered A/D post, on the official letter head bearing the signatures and seal of the representatives of the party designated hereunder. For the purpose of service of notice, the following shall be official address of the parties, unless notified, immediately upon any change.

**PAKISTAN INTERNATIONAL AIRLINE CORPORATION LIMITED**

Attention: General Manager Supply Chain Management  
PIACL Head Office, Karachi Airport,  
Karachi.

Copy:

General Manager Food Services, (Ops)  
PIACL Head Office, Karachi Airport,  
Karachi.

**CONTRACTOR**

Name: \_\_\_\_\_

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

1.4 Notwithstanding anything contained herein above, PIACL shall have the right to terminate this Agreement forthwith upon written notice through registered post in case of any breach of Agreement by the Contractor or the Contractor becomes incapable for performing its obligations.

**ARTICLE 2: SECURITY DEPOSIT**

2.1 Within (10)ten working days of the execution of this Agreement, the Contractor shall deposit Pay Order amounting Rs.\_\_\_\_\_ (in words \_\_\_\_\_) as interest free Security Deposit, 10% based on total cost of amount of rent, with Finance Manager (PIACL Islamabad). The Agreement shall not remain enforce if the Contractor failed to pay the security deposit within the time stipulated hereof. PIACL shall always have lein 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 in full or after making necessary recoveries / adjustment of any liabilities that may have arisen out of this Agreement.

**ARTICLE 3: VARIATION AND AMENDMENT**



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

#### **ARTICLE 4: SCHEDULES / ANNEXES**

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

#### **ARTICLE 5: CORRESPONDENCE:**

5.1 The Contractor shall not correspond with or approach any officer, authority or person directly or indirectly, whether the staff and officer of PIACL or otherwise except the **General Manager FSD (Ops) / General Manager (SCM)** of PIACL regarding any matter arising out of this Agreement.

#### **ARTICLE 6: SERVICES TO BE PROVIDED BY THE CONTRACTOR**

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

6.2 For pick / drop of Catering material at Islamabad from BBIAP or elsewhere & NIIAP, the Contractor shall provide technically and mechanically sound, fully serviceable and road worthy fleet, with fuel and lubricants, entire periodic / necessary maintenance etc. at all-time during the existence of this agreement.

- \_\_\_\_\_ Trucks with Refrigeration units as per specification provided.
- \_\_\_\_\_ Trucks without Refrigeration units as per specification provided.
- \_\_\_\_\_ High-lifters at NIIAP for meal uplift from PIACL facility as per specification provided.

6.3 As and when required in writing by PIACL, the Contractor shall either increase or decrease the number of vehicles, as may be determined by PIACL in its sole discretion.

6.4 An authorized representative of the Contractor shall remain available at **Islamabad station** during the period of operation of vehicles.

- 6.5 The purchase of fuel, lubricants, spares and payment of wages to the drivers and other staff, maintenance and overhauling and ensuring validity of the insurance in respect of the vehicles provided by the Contractor shall be the sole responsibility of the Contractor.
- 6.6 Contractor shall be responsible for loading & off-loading of Catering material from each vehicle at BBIAP or elsewhere and NIIAP facilities for which appropriate number of HR to be provided by the Contractor at its cost.
- 6.7 The Apron Cards / passes for vehicles and manpower will be the responsibility of the Contractor.
- 6.8 Contractor shall be responsible for cleaning / fumigation as per the schedule provided by Manager FSD-ISB.
- 6.9 Contractor shall be responsible for arranging, sorting the retrieved equipment, providing garbage bags for disposal of raw material, collecting garbage and its proper disposal.

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

- 7.1 Contractor shall maintain the vehicles provided for transportation under this Agreement in fully serviceable, roadworthy and technically sound condition, with all its glasses and upholstery in perfect operational condition. The vehicles shall always be kept in presentable condition with their upto-date insurance and taxes etc. and the drivers holding valid Heavy Transport Licenses.
- 7.2 No radio, tape recorder, pressure horn or any musical instrument shall be installed in any vehicle of the Contractor engaged in the performance of service under this Agreement. If any radio, tape recorder, musical instrument or pressure horn is already installed in any vehicle, the same shall be removed by the Contractor forthwith.
- 7.3 The Contractor shall provide all reasonable opportunities and facilities to Manager FSD-OPS of PIACL or his authorized representative to inspect or examine the documents, as and when required by him, of any vehicle engaged in performance of services under this Agreement.
- 7.4 The Contractor upon commencement of this Agreement shall produce all the vehicles for inspection and clearance in writing, before plying for each trip from concerned Manager FSD of PIACL or his authorized representatives before putting them into operation. No vehicle shall be put into operation without clearance as mentioned herein above Contractor shall be liable to a fine amounting to **Rs. 5000/-** per vehicle per trip for non-complying with this clause.

- 7.5 All vehicles/ drivers engaged in the services required from them under this Agreement will always be in possession of original registration paper and HTV License and other documents etc.
- 7.6 The Contractor will ensure that the drivers and other staff hired by him are disciplined and law abiding nationals of Pakistan.
- 7.7 In case, as result of an inspection by ManagerFSD-OPSof PIACL or his authorized representatives, if any vehicle is found to be unserviceable or the technically or otherwise unsound, the same shall be removed immediately from the fleet and the Contractor shall replace such vehicle with serviceable and technically sound vehicle, at no additional cost/ charges etc. Any vehicle so removed from the fleet of the Contractor may be repaired or overhauled and restored to a fully serviceable and technically sound condition by the Contractor at his cost.

Thereafter, it may be submitted by the Contractor for inspection by concerned Managerof PIACLor his authorized representatives and subject to his approval it may be returned to the fleet engaged in the performance of services hereunder.

- 7.8 If the Contractor engages a vehicle for the services hereunder of which he is not the owner, he alone shall be responsible to PIACL as real owner of the vehicle.

#### **ARTICLE 8: EMPLOYEES OF THE CONTRACTOR:**

- 8.1 The Contractor hereby undertake that in the performance of services hereunder, he shall faithfully comply with all the applicable Central, Provincial / Municipal laws pertaining to employment and other matters and further undertake to assume entire liabilities for the settlement of any claims resulting from an injury or accident at any time to its employees engaged in the performance of services under this Agreement.
- 8.2 The drivers and the other employees of the Contractor engaged in the performance of services under this Agreement shall observe satisfactory disciplinary conduct and will come to duty in presentable / clean uniform. The drivers shall at all times be in possession of valid Driving License for Heavy/ Light vehicle and shall completely abstain from the consumption of any alcoholic beverage or intoxicating drugs. In case, in the sole opinion ofManager FSD-OPS of PIACL or his representatives any of those conditions are not met in respect any driver or the employees of Contractor, the Contractor shall replace such driver or employee, if required by Manager FSD-OPS of PIACL. If unlicensed driver is found driving Contractor's vehicle, it shall be treated as a breach of this Agreement and fine Rs. 10,000/- will be imposed in either condition.

8.3 The Contractor shall ensure presence of minimum two (02) of its technical staff all the time for his vehicle at BBIAP or elsewhere and NIIAP, failing which he shall be liable for a fine amounting to Rs. 5000/= per absence, which may be deducted by PIACL from any amount payable to the Contractor, under this Agreement or otherwise.

8.4 All drivers to be paid not less than the amount (as minimum wages fixed by the Government for the current year) per month for the 08 hours duty and also provide uniform with shoes. They will remain in complete uniform during the duty hours.

8.5 If driver is found without proper uniform during operation a fine of @Rs. 1000/per day will be imposed for not wearing uniform.

#### **ARTICLE 9 ROUTES;**

9.1 Trucks (with & without Refrigeration unit) and Vans will be used between BBIAP or elsewhere and NIIAP.

9.2 Highlifters will be utilized at NIIAP Apron area as assigned by Manager FSD-ISB

#### **ARTICLE 10: OBLIGATIONS OF THE CONTRACTOR**

10.1 The Contractor hereby agrees and undertakes that vehicles engaged in the performance of services under this agreement on the prescribed routes shall not deviate from any prescribed route unless instructed by the Manager FSD ISB.

10.2 The Contractor hereby agrees and undertakes that while performing services under this agreement the vehicles will pick-up and drop only authorized Catering material and Catering Staff of PIACL and under no circumstances shall carry any unauthorized passenger or material. If unauthorized person or material is found availing transport facility then fine will be imposed @Rs. 20,000/-per instance.

#### **ARTICLE 11: PENALTIES**

11.1 Without prejudice to any other right and remedy, which may be available to PIACL, the Contractor shall be liable to be penalized on account of his failure to properly discharge services or obligations under this Agreement. If the Contractor violates any of the provisions of this Agreement or plies a vehicle in

contravention of the Agreement or of the tender, he shall be liable to be penalized as under:

- a) If the Contractor violates any of the provisions in contravention of the provisions of the Agreement, he shall be liable to a penalty amounting to Rs.5,000/- (Five thousand) per day per vehicle. All authorized vehicles which have not been approved by the Manager FSD-ISB of PIACL or his authorized representatives.
- b) If the Contractor violates any of the terms of the Agreement for which no specific penalty has been provided, he shall be fined up-to Rs.5,000/= (Rupees Five thousand per instance).
- c) If the Contractor fails to provide a vehicle on a particular task, the Contractor will be liable to a fine of **Rs.5,000/-** (Rupees Five Thousand) plus the cost paid by PIACL for acquiring services from other source.

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

11.3 The Contractor hereby agrees that PIACL shall be entitled to recover the amount of penalty whether imposed under the provision of Article '11' or any other provision of this Agreement from any amount payable by PIACL to the Contractor whether, under this Agreement or otherwise.

11.4 In case of delay of flight for more than 10 minutes, penalty of Rs. 10,000/- will be imposed for delay and for more than 20 minutes delay, penalty of Rs. 20,000/ will be imposed.

## **ARTICLE 12: PAYMENTS AND BILLING**

12.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be paid on monthly basis.

- 12.2 The bills of the Contractor must be submitted on monthly basis on 5<sup>th</sup> of each calendar month to Manager FSD-ISB PIACL at ISB station. After certification and approval, payment of the bills shall be arranged by PIACL within thirty (30) days of the submission by the Contractor.

### **ARTICLE 13: ASSIGNMENT**

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

### **ARTICLE 14: INSURANCE INDEMNITY:**

- 14.1 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, on board the Contractor's vehicles and hired parties against any claims, including, but not limited to claims under Workmen Compensation Act, the Fatal Accidents Act and any other Law. For any injury, loss or damage, including death, which may arise from the operation of Contractor vehicles under this Agreement.
- 14.2 The Contractor shall be solely responsible for and all times and keep PIACL and / or its employees indemnified and hold harmless against all liabilities, losses, claims, demands, suites, actions and damages, whatsoever arising under any law to any person due to personal injury or death or otherwise whomsoever or any damage or loss or destruction of any property directly or indirectly arising out of the performance of the contractual obligations by the Contractor, its employees/ agents under this Agreement.
- 14.3 In case the Contractor is required by PIACL to ply his vehicle during any riots, disturbances, agitation or public disturbances and as a result of such event any van(s) of the Contractor used for the discharge of its obligations is damaged or destroyed, the Contractor shall not be entitled to be reimbursed by PIACL for the damage /loss it sustained.
- 14.4 Neither party shall be liable for any failure / delay in performing their obligations due to any cause beyond control including without limitation fire, war, rebellion, insurrection, act of God, and act of state.

14.5 Contractor will arrange third party insurance coverage of minimum Rs. 20 M in case of damage to aircraft or any PIACL property.

**ARTICLE 15: FURTHER ASSURANCE**

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

**ARTICLE 16: RECOVERIES**

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

**ARTICLE 17: APPLICABLE LAW**

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

**ARTICLE 18: DISPUTE RESOLUTION**

18.1 If at any question, dispute or difference may arise between the parties under this Agreement, either party may give a reasonable notice to the other party in writing of the existing of such question, dispute or difference specifying its nature and point at issue for conciliation failing which the matter may be referred to Arbitrator nominated by CEO PIACL in accordance with provision of Arbitration Act 1940. Seat of the arbitration shall be at Karachi and Courts at Karachi to have exclusive jurisdiction.

**ARTICLE 19: MISCELLANEOUS:**

- 19.1 This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject which are valid to the extend not in conflict with terms and conditions of this Agreement. Titles are inserted in this Agreement for the purpose of reference and convenience and no way define, limit or describe the scope or intent of this Agreement and are not to be deemed an integral part thereof.
- 19.2 The failure of any party at any time to require the performance by the other of any of the terms and provision hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or any breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.
- 19.3 This Agreement shall be binding upon and shall insure to the benefit of both parties hereof and their respective successors and assigns provided always that any assignment shall have been made in accordance with the terms of Article 17 hereof.

***IN WITNESS WHEREOF***

The Parties hereinto set their hands

On the day, month and the year

Mentioned hereinabove

For and on behalf of Pakistan

International Airlines Corporation Limited

Signature & Seal \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Signature & Seal

Name

Designation

**WITNESS:**

Signature

Name



**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.

(Annexure "I")

**(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)**

General Manager (Procurement)  
Procurement & Logistics Division  
Pakistan Intentional Airlines  
Karachi.

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for \_\_\_\_\_, is approved and accepted: -
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged 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.
3. That all expenses 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 stand forfeited and we / I shall not question the same.

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

Name in Full \_\_\_\_\_

Designation \_\_\_\_\_

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

\_\_\_\_\_

Phone / Fax # \_\_\_\_\_

C.N.I.C. # \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_