

REF: GM(P)CAC/CONT/TRNSP/PEC/20

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

**Sub: Hiring of Transport Services for pickup Drop at Karachi (PEC)**

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 Supply Chain Management Building JIAP Karachi latest by **12-02-2020 at 1030Hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIA Supply Chain Management 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 tenderers.

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 120 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 a ward 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 SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

**G) PRICES**

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order/Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 120 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.

Muhammad Usman Akhtar  
GM Procurement

**Enclosed: Schedule A**

*Evaluation Criteria*

*SLA Draft*

*Integrity Pact*

Undertaking to Execute the Contract

**Hiring of Transport Services for Pickup Dropat Karachi (PEC)**

**Tender Schedule "A"**

**PRECISION ENGINEERING COMPLEX**

S.NO	DESCRIPTION OF VEHICLES	NO OF VEHICLES	DURATION	ESTIMATED MILEAGE / KM	AREA OF USE	Nature of Duty	ADVERTISEMENT ON VEHICLE	EXTENDABLE AGREEMENT	RATE PER MONTH Must include all applicable taxes (GST, and other taxes separately)
1.	Micro Van Toyota Hiace Model 2012 or Above Dual A/C with driver &POL	Qty 03	0700 to 1700 (On working days) Monday to Friday	380 Km Approx (Per day)	Karachi including PEC Site Super Highway	-Pick & drop of  employ ees from differed routes for PEC Site - Shifting /move ment of  personn el & light store within PEC Site <u>NOTE:</u> (Within estimat ed mileage )	No advertisem ent is permissible on these vehicles at any manners	Agreemen t for one year and extendabl e for another two terms	
Total Amount one Year Rs.									
2% Earnest Money Rs.									

S/NO	DESCRIPTION OF VEHICLE	NO OF VEHICLES	DURATION	ESTIMATED MILEAGE KM	RATE PER MONTH	AREA OF USE
1.	Micro Van Toyota Hiace Model 2012 or above Dual A/C with driver & fuel	Qty 03	0700 to 1700 (On working days) Monday to Friday	380 Km Approx (Per day)		Karachi including PEC Site Super Highway
Total Amount one Year Rs.						
2% Earnest Money Rs.						

### EVALUATION CRITERIA

<b>S. No.</b>	<b>Evaluation criteria</b>	<b>Allocated Marks</b>	<b>Marks Obtained</b>
<b>A. 1</b>	<b>No. of Personnel</b>	10	
	20-	03	
	21-40	05	
	81 & above	10	
<b>2.</b>	<b>Year of establishment of firm/ Company</b>	10	
	12-23 month	03	
	24-35	05	
	36-48	07	
	49 & above	10	
<b>3.</b>	<b>Previous similar Experience</b>	05	
	National Companies	02	
	Multinational Companies	05	
<b>4.</b>	<b>No. of Current Contracts of the Company</b>	05	
	01-04	02	
	04-06	03	
	07-10	04	
	10 & above	05	
<b>B.</b>	<b>Details of Transport Services</b>		
<b>1.</b>	<b>Experience of providing Transport services</b>	10	
	05 years of Experience	05	
	10 years & above	10	
<b>2.</b>	<b>Workshop Facility</b>	05	
	Rented	03	
	Own workshop facility	05	
	No workshop facility	0	
<b>C.</b>	<b>Litigation History of firm against PIA</b>	05	
	No Litigation	05	
	One time litigation	03	
	Two or above time litigation history	0	
<b>D.</b>	<b>Penalty /fine imposed</b>	05	
	No penalty	05	
	One penalty	03	
	Two or above penalties	0	
	Financial standing / status of the firm		
<b>E.</b>	<b>Income tax paid during 10 the last 05 years</b> (attached income tax statement/balance Sheet/receipt tax challans).	10	
	Income tax paid under Rs.1 million per year	03	

	One to Two million per year	05	
	Three to four million per year	07	
	Five million and above	10	
<b>2.</b>	<b>Average annual turnover (for last five years)</b>	10	
	Annual turnover Rs.10 million above (A class)	10	
	Annual turnover Rs.3 million to 10 million (B class)	06	
	Annual turnover up to Rs. 3 million (C class)	04	
<b>3.</b>	<b>Financial standing of the firm / Company</b>	05	
	Last 03 years net worth statement (duly certified by a chartered Accounts firm)	02	
	Minimum funds available Rs. 8 million available/ not	02	
	Surety from a bank / credit limit of the firm available cash balance (5 million)	01	
	<b>Grand Total Marks</b>	<b>80</b>	
	<b>Result</b>	<b>Qualifying Marks 55</b>	<b>Qualified</b>

## DRAFT AGREEMENT

This AGREEMENT is made this day of \_\_\_\_\_ 2019 BETWEEN **Pakistan International Airlines Corporation Limited** existing as a public Ltd. Company and operating under the laws of Islamic Republic of Pakistan and 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.** \_\_\_\_\_ (hereinafter call “**CONTRACTOR**” which expression shall include his partners, legal representative, heirs, successors and assign) of the Other Part.

**WHEREAS PIACL** invited tenders to hire vehicles of Latest model (herein after individually and collectively called the “Vehicle or Vehicles”) for transportation (Pickup Drop) of **Staff at Karachi station.**

**WHEREAS** the Contractor has offered the required Vehicles of 2012 or above model reconditioned 2015 or above to **PIA** for **Pick/drop of staff** as per schedule attached 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 One (01) year commencing from \_\_\_\_\_, 2020 and expiring on \_\_\_\_\_, 2021 extendable for another two terms on same rates, terms and conditions upon satisfactory performance.
- 1.2 This Agreement may be terminated by either party by giving to the other a notice in writing of three months as provided hereunder without assigning any reason thereof.
- 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 serving such notice. For the purpose of service of notice, the following shall be official address of the parties.

#### **PAKISTAN INTERNATIONAL AIRLINE CORPORATION LIMITED**

Attention: Chief Supply Chain Management  
PIA Head Office, Karachi Airport,  
Karachi.

Copy: General Manager  
Precision Engineering Complex  
PIA Head Office, Karachi Airport,  
Karachi.  
Tele: 021-99044578  
Fax: 021-34572695  
Attention: Mr. Rashid Ahmed

**CONTRACTOR**

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**CONTRACTOR**

1.3 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 becomes incapable for performing its obligations.

**ARTICLE 2: SECURITY DEPOSIT**

2.1 At the time of the execution of this Agreement, the Contractor shall deposit Pay Order amounting Rs.50,000(Rupees fifty thousand only) as interest free Security Deposit with Finance Manager (PIA Karachi). PIA 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 PIA or otherwise except their-Charge MT/**General Manager (PEC)/ General Manager (Site)** 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 PIA under Article 10 hereof, Contractor shall provide the following services to PIACL at Karachi station.



- For pick / drop of Staff at Karachi Station, the contractor shall provide technically sound, fully serviceable and road worthy vans, with fuel and lubricants etc. of duly approved,
- 03 Dual A/C Toyota Hiace Vans of latest or reconditioned 2012 model or above,

- 6.2 As and when required in writing by PIA, the Contractor shall either increase or decrease the number of vehicles, as may be determined by PIA in its sole discretion.
- 6.3 An authorized representative of the contractor shall remain available at Karachi during the period of operation of vehicles.
- 6.4 The purchase of fuel, lubricants, spares and payment of wages to the drivers and other staff, maintenance and overhauling and ensuring validity of the insurance in respect of the vehicles provided by the contractor shall be the sole responsibility of the contractor.

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

- 7.1 The Ownership of all the vehicles in registration book must be in name of the bidder participating in the tender. Contractor shall maintain the vehicles provided for transportation under this Agreement in fully serviceable, roadworthy and technically sound condition, with all its glasses and upholstery in perfect condition. The vehicles shall always be kept in presentable condition with their upto date insurance and taxes etc. and the drivers holding valid Light/ 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 Motor Transport of PEC or his authorized representative to inspect or examine the vehicle 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 for paying from In-charge Motor Transport/Manager (M.T.) of PEC 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.10,000/- (Rupees Ten Thousand) per vehicle 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 LTV/HTV License and other documents as required.
- 7.6 The Contractor will ensure that the drivers and other staff hired by him are disciplined and law abiding nationals of Pakistan. He shall also ensure that van drivers will not be changed frequently, resulting in annoyance of the user staff as new drivers are likely to be unfamiliar with the area and normal conduct and operations to be followed.
- 7.7 In case, as result of an inspection by In-charge MT/Manager (M.T.) of PEC 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 In-charge MT/Manager Technical Services of PEC or 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 PEC as real owner of the vehicle.

7.9 Any violation of Article 7 will, inter alia, be dealt with under Article 11 hereof.

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

8.1 The Contractor hereby undertake that in the performance of services hereunder, he shall faithfully comply with all the applicable Central, Provincial or Municipal laws pertaining to employment and other matters and further undertake to assume entire liabilities for the settlement of any claims resulting from an injury or accident at anytime to its employees engaged in the performance of services under this Agreement.

8.2 The drivers and the other employees of the Contractor engaged in the performance of services under this Agreement shall observe satisfactory disciplinary conduct and will come to duty in presentable / clean dress. The drivers shall at all times be in possession of valid Driving License for Heavy/ Light vehicle and shall completely abstain from the consumption of any alcoholic beverage or intoxicating drugs. In case, in the sole opinion of General Manager (PEC) or his representatives any of those conditions is not met in respect any driver or the employees of Contractor, the Contractor shall replace such driver or employee, if required by In-charge MT/ Manager (M.T.) of PEC. If unlicensed driver is found driving Contractor's vehicle, it shall be treated as a breach of this Agreement.

8.3 All drivers to be paid not less than Rs.15,000/-(as minimum wages fixed by the Government) per month for the 10 hours, overtime double of the actual if any. Driver will not perform duty more than 16hours. Provision of uniform and shoes is the responsibility of the contractor. They (drivers) will remain in complete uniform during duty hours.

#### **ARTICLE 9 PENALTIES**

9.1 Without prejudice to any other right and remedy, which may be available to PIA, THE Contractor shall be liable to be penalized on account of this failure to properly discharge services or obligations under this Agreement. If the Contractor violates any of the provisions of this Agreement or plies a vehicle in contravention of the Agreement or of the tender, he shall be liable to be penalized as under:

- a) If the Contractor violates any of the provisions in contravention of the provisions of the Agreement, he shall be liable to a penalty amounting to Rs.5000/= (Rupees Five Thousand only)/per day. All authorized vehicles which have not been approved by the General Manager PEC or his authorized representatives, if playing shall be dealt with under this clause.
- b) If the Contractor violates any of the terms of the Agreement for which no specific penalty has been provided, he shall be fined upto Rs.10,000/-(Rupees Ten Thousand only)
- c) If the Contractor fails to provide a vehicle on a particular route and the employees are picked /drop in PIA transport OR Taxi, the Contractor will be liable to a fine of Rs.20,000/- (Rupees Twenty Thousand only) per day.

- d) In the event of any delay not exceeding ten (10) minutes the Manager Transport of PEC shall bring such including to the notice to the Contractor. For delays exceeding ten (10) minutes and upto thirty (30) minutes the Contractor shall be liable to a penalty at the rate of Rs.50/- (Rupees Fifty Only) per minute per vehicle of the entire period of delays.

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

9.3 The Contractor hereby agrees that PIA shall be entitled to recover the amount of penalty whether imposed under the provision of Article 9 or any other provision of this Agreement from any amount payable by PIA to the Contractor whether, under this Agreement or otherwise.

#### **ARTICLE 10: PAYMENTS ANDBILLING**

10.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be entitled to receive payment amounting to Rs. \_\_\_\_\_ (Rupees in words) against following:

- 03 Micro Vans – Dual A/C with Driver fuel etc. for transportation of PEC Officers / Staff from Karachi to PEC Site and back Timing 0700 to 1700 Hrs on all working days (Total travel Approx 380 Km per day)

10.2 In case of excess mileage as determine vide clause 10.1 of Article 10, the contractor shall be entitled to additional payment at the rate of Rs. 20 (Rupees twenty only ) per Kilometer.

10.3 The bills of the Contractor must be submitted on monthly basis on second working day of each calendar month to Manager Motor Transport of PEC-PIA Karachi Airport. After certification and approval, payment of the bill shall be arranged by PEC-PIA within fifteen (15) days of the submission by the contractor.

#### **ARTICLE 11: ASSIGNMENT**

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

#### **ARTICLE 12: INSURANCE INDEMNITY:**

12.1 The Contractor shall at its own cost maintain and keep in force, during the validity of this Agreement or any extension hereof, full/ comprehensive insurance coverage for vehicles and drivers for any injury, loss or damage, including death, which may arise from the operation of Contractor vehicles under this Agreement.

12.2 The Contractor shall be solely responsible for and all times keep PEC-PIA and / or its employees indemnified and hold harmless against all liabilities, losses, claims, demands, suites, actions and damages, whatsoever arising under any law to any person due to personal injury or death or otherwise whomsoever or any damage to or

loss or destruction of any property directly or indirectly arising out of the performance of the contractual obligations by the Contractor, its employees/ agents under this Agreement.

- 12.3 In case of an accident involving death, personal injury or loss of property to any person not being PEC-PIA employee and PEC-PIA is obligated to settle any claim in this regard, in such event PEC-PIA shall be entitled to be reimbursed forthwith by the Contractor. PEC-PIA shall further be entitled to recover any amount paid by it in the settlement of any such claim from any amount or amount payable by it to the Contractor whether under this Agreement or otherwise.
- 12.4 In case the Contractor is required by PEC-PIA to ply his vehicle during any riots, disturbances, agitation or public disturbances and as a result of such operations any van(s) of the Contractor used for discharged its obligations is damaged or destroyed, the Contractor shall not be entitled to be reimbursed by PEC-PIA for the damage /loss it sustained.
- 12.5 Neither party shall be liable for any failure / delay in performing their obligations due to any cause beyond control including without limitation fire, act of public, war, rebellion, insurrection, act of God, and act of state.

#### **ARTICLE 13: INSOLVENCY AND BREACH OF CONTRACT**

- 13.1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement (not herein specifically provided), PEC-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 PIACL for any extra expenses which it might incur but it shall not be entitled to any gain of compensation from PEC-PIA.

#### **ARTICLE 14: GRATUITY, COMMISSION AND GIFTS etc.**

- 14.1 It is understood and agreed that no Broker(s)/ Agent(s) have participated in bringing the parties together or in the negotiations and preparation of this agreement and Contractor hereby warrants that the price of the subject matter if this Agreement hereby has not been enhanced or increased to accommodate directly and / or indirectly any commission of fee to any person or entity whomsoever. Contractor agrees to indemnify and harmless PEC-PIA from and against all claims, damages, liabilities charged to or are recoverable from PEC-PIA and which arises out of Contractor's action or negotiation with or in respect to Broker(s)/ Agent(s).
- 14.2 Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and /or fees of any kind have been paid or agreed to be paid in any manner whatsoever by Contractor to any Brokers and Agents or persons or entities whatsoever, such a sum be refundable immediately to PEC-PEC-PIA without prejudice to any other rights or remedies of PEC-PIA and the PEC-PIA shall be well within its rights to set-off such sums from any dues that may be payable to the Contractor.

#### **ARTICLE 15: FURTHER ASSURANCE**

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

**ARTICLE 16: RECOVERIES**

16.1 Amongst any sum of money recoverable from the Contractor due to any default under this Agreement or otherwise, PEC-PIA shall be entitled to deduct the said recoverable amount from any money due to become due to PEC-PIA from the security deposit of the Contractor held by PEC-PIA 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 Director PEC, PIACL or his Nominee 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 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 extent 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 this agreement.

***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 Ltd. Contractor \_\_\_\_\_

For and on behalf of \_\_\_\_\_

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.

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager (Procurement)  
Supply Chain Management  
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 \_\_\_\_\_