

REF: GM CM /Isphani Hangar Maint./01/21

M/S _____

Sub: Contract for Maintenance and Operation of Equipment & System at Isphani Hangar.

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 Contract Management, PIA Supply Chain Management Building JIAP Karachi latest by **29-09-2021 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 Contract Management, 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 Contract Management in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of **Rs.6000/-**(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 10% 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).
- 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 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 Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 180 days.

H) Duration of Contract

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

Yours truly,

Iftikhar M. Usmani

GM Contract Management

Supply Chain Management

PIA Head Office, Karachi.

Ph: 021 9904 4216, 021 9904 3081

Email: gm.cm@piac.aero, contract.administration@piac.aero

Tender Schedule "A"

Contract for Maintenance and Operation of Equipment & System at Isphani Hangar.

S/N	DESCRIPTION	RATE PER MONTH (PKR)	AMOUNT FOR ONE YEAR (PKR)
1.	Contract for Maintenance and Operation of Equipment & System at Isphani Hangar		
		Tax % (if any)	
		Total Amount Including Tax PKR	
		Earnest Money 02% (PKR)	

Note: Terms & Condition of Contract as per Draft Agreement.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

E-mail _____

C.N.I.C. # _____

Seal _____

Date _____

MAINTENANCE & OPERATION OF EQUIPMENT INSTALLED AT ISPHANI HANGAR

Evaluation Criteria

Total Marks: 100

Qualification Marks: 75

S.No	Evaluation Criteria	Allocated Marks
01	COMPANY EXPERIENCE	15
	No of Years	
i	13 - 15	15
ii	10 - 12	10
Iii	07 – 09	05
02	Relevant Experience	20
	No. of Years	
i	13 - 15	20
ii	10 – 12	15
iii	07 – 09	10
03	Personnel Experience	15
i	7 Years	15
ii	5 years	10
iii	3 Years	05
04	No. of Current same type of Contracts	20
i	07...10	20
ii	05...06	15
iii	01...04	10
05	FINANCIAL STANDING / STATUS OF THE FIRM	10
	Minimum funds available	
i	Rs. 10 million and above	10
ii	Rs. 6 – 9 million	08
iii	Rs. 3 – 5 million	05
06	No. OF EMPLOYEES IN FIRM	10
i	More than 100	10
Ii	50 – 99	07
Iii	35 – 49	05
07	Qualification Of Employees	10
i	80% of employees have relevant qualification	10
ii	60% of employees have relevant qualification	07
Iii	45% of employees have relevant qualification	05
	Total Marks	100

DRAFT AGREEMENT

This Agreement is made on the _____..

BETWEEN

"This Agreement is made on this ___ day of _____ 2021 at _____ between Pakistan International Airlines Corporation Limited ("PIACL") a Public Limited Company incorporated and governed under the laws of Pakistan having its head office at Karachi Airport, Karachi (hereinafter referred as "PIA") (which expression shall include the successors, legal representatives, and permitted assigns)

AND

[Name and registered address of Contractor with Registration details], (hereinafter referred to as "Contractor") which expression shall mean and include its employees, agents, successors, assigns, or any other person (s) which may derive any title under (Customer's name)." The PIACL and the Contractor may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

WITNESSETH

WHEREAS PIA desires and The Contractor has agreed to carry out certain operation and maintenance functions in respect of the equipment / systems listed in Annexure – Attached here to and made a part hereof (hereinafter called "THE SYSTEM") which are installed in PIA's Ispahani Hangar at Karachi Airport.

NB: System will include everything between the inlet of the equipment to the outlet where the product is used and any type of work whether mechanical, electrical, electronic etc., will be covered under this definition. Major civil work is excluded; however minor civil work is included.

AND WHEREAS PIA desires these systems to be maintained and operated in accordance with the Manufacturer's recommendations as laid down in the Maintenance / Operation Manuals and the Contractor has agreed to carry out these operation and maintenance functions (maintenance activity report must be submitted to CE BM on monthly basis) in three shifts pattern for all days of a year in the manner detailed below:-

1st Shift from 0700 - 1530 hours

2nd Shift from 1500 - 2330 hours

3rd Shift from 2300 - 0730 hours

Now, therefore, for and in consideration of the covenants and conditions hereinafter set forth, the parties do hereby agree as follows:-

- 1A. In consideration of a total monthly fee of Rs. _____/= (Rupees: _____ only) to be paid by PIA in the 3rd week of each calendar month in arrears, the contractor shall undertake complete maintenance, servicing and operation of the systems installed inside / outside the Ispahani Hangar as defined in Annexure – A

attached hereto and made a part thereof. The spirit of this agreement will be to achieve optimum performance of the systems through correct operation, proper maintenance and in time repairs without delay to avoid interruption to work in this operational area. Payment action will be undertaken on submission of Bill along with all applicable check lists dully filled in and certified along with a report as per clause 6.12 by Project Incharge.

- 1B. The contractor is required to deposit an amount equivalent to 10% of the yearly contract value as interest free security deposit with PIA in shape of Pay order/ Bank Guarantee before signing of this Agreement. PIA shall have lien on this deposit to recover any amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof. PIA will refund the security deposit to the contractor after having necessary recoveries / adjustments of all liabilities of the contractor after three months of the expiry/termination of the agreement subject to satisfactory performance.

2. EFFECTIVITY OF AGREEMENT

- 2.1 This Agreement shall be valid for a period of one year commencing from dd-mm-yyyy and will remain effective for a period of one year expiring on dd-mm-yyyy, unless extended by mutual consent of the parties. Agreement is extendable for a further two terms subject to PIA's requirement, mutual consent, and satisfactory performance of the Contractor on the cost, terms and conditions as may be decided by the parties.
- 2.2 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 with assigned reason thereof.
- 2.3 Notwithstanding anything contained in this Agreement, PIA shall have the right to terminate this Agreement forthwith upon written notice 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.

3. SCOPE OF WORK

- 3.1 Subject to the terms and conditions of this agreement the contractor agrees that it shall perform functions of operation and maintenance in respect of the systems as defined in Annexure – A, additional terms & condition Annexure (F) attached here to and made a part hereof.
- 3.2 In case any equipment or a part thereof is required to be removed from the system for the purpose of repair, approval in writing shall be obtained by the contractor from PIA's Chief Engineer Base Maintenance or his nominee.
- 3.3 (a) Contractor shall not carry out any modification or alternations to the existing systems of the plant, equipment, fittings and fixtures handled by him in discharging its obligations under this Agreement unless the contractor has been asked for to do so in writing by the Chief Engineer Base Maintenance or any other persons so authorized.

- (b) The contractor shall be liable to carry out all modifications and alterations to the existing systems of the plant, equipment, fittings and fixtures handled by him in discharging its obligations under this agreement upon written request of Chief Engineer Base Maintenance or any other person authorized for the same, within mutually agreed time. However, all materials and / or spares required for these modifications and / or alterations shall be provided by PIA. Provided that total contract price remains unaltered even if the quantum of work may be increased due to such modifications or alterations.
- 3.4 Notwithstanding anything contained in the Agreement it is agreed and understood that the maintenance, servicing and repairs shall be carried out by the contractor in accordance with maintenance schedule provided by PIA and procedures recommended by the manufacturers in their maintenance / operating Manuals. Contractor shall not demand any spare part(s) without exploring the possibility of its rectification. The demanded part(s) will be provided to the contractor only if Chief Engineer Base Maintenance or his nominee is convinced that the part is beyond repair or beyond economical repair. If Chief Engineer Base Maintenance or his nominee considers that the part is repairable then the contractor will be under legal obligation to repair the same at its own costs. The contractor shall also replace all part(s) at its own expenses which are damaged due to its or its employee's carelessness / poor workmanship.
- 3.5 Requirement of spare parts pertaining to the systems shall be intimated to PIA and PIA shall provide all such spares if considered justified by PIA.
- 3.6 (a) The contractor shall maintain record of work performed on each machine / equipment. A separate file shall be kept for each machine for this purpose. Work record shall be handed over to Chief Engineer Base Maintenance or his nominee on demand.
- (b) The contractor shall also maintain log book for systems operated by him indicating hours run, inspection, maintenance and repairs carried out.
- 3.7 Job pertaining to operational requirement if not completed within a reasonable time by the contractor, PIA reserves the right to get such job done through any other agency at the risk and cost of contractor. Chief Engineer Base Maintenance or his nominee's decision about the reasonable time will be final.
- 3.8 PIA reserves the right to utilize available manpower of the contractor for any other job in case of emergency. Chief Engineer Base Maintenance or his nominee will inform contractor about this in writing when such cases arise.
- 3.9 Cleaning of all equipment / docks and keep in well lubrication and in generally serviceable will be the responsibility of the contractor.

4. TOOLS, EQUIPMENT AND MATERIALS

- 4.1 The contractor shall provide to its employees all tools and other equipment required in connection with the maintenance and repair services pursuant to Annexure – D and Annexure – A hereof. Annexure – D shows list of tools which are to be placed with Project Incharge for use by contractor's staff. Chief Engineer Base Maintenance or his nominee may ask Project Incharge to show these tools for inspection from time to time. Reasonable deduction (maximum Rs.5000/=) shall be made from the monthly bill if short fall is noticed.
- 4.2 PIA shall provide all prescribed lubricants (i.e. Greases and Oils required for periodical maintenance / operations, cotton waste / cleaning cloths, kerosene oil and consumable gases for gas welding purpose and of operation for dryers etc).

- 4.3 Whether the contractor requires PIA to provide any of the items mentioned in clause 4.2 he shall give notice of his requirements at least 15 days in advance to facilitate PIA to initiate procurement action.

5. NUMBER AND CATEGORY OF PERSONNEL IN SHIFTS:

- 5.1 The contractor shall employ adequate number of personnel of each category to ensure physical presence of the number of persons in all the three shifts for all days of a year as given in clauses 5.2, 5.3 and 5.4 hereunder:-

5.2

		SHIFT-I	SHIFT-II	SHIFT-III	Reliever
		0700 TO	1500 TO	2300 TO	
		1530 HRS	2330 HRS	0700 HRS	
	Operator for Air Supply and Vacuum System	02	02	02	01
	Paint Booth and Door system	01	01	01	01
	TOTAL	03	03	03	02

- 5.3 Morning and evening shift shall be headed by one qualified Mechanical / Electrical Engineer, while Night Shift will be headed by one Supervisor.

- 5.4 The contractor shall deploy maintenance crew in the morning shift and shall provide Skelton staff for coverage in evening and night shifts as given hereunder.

Project Incharge shall work minimum 8.1/2 hours a day so that the covers both Shift – I & Shift – II

		SHIFT-I	SHIFT-II	SHIFT-III
		0700 TO	1500 to	2300 to
		1530 HRS	2330 HRS	0700 HRS
	Project In charge	01	00	00
	Mechanical Engineer	00	01	00
	Electrical Engineer	01	00	00
	Supervisor	00	00	01
	Electrician	02	01	01
	Mech. Machine (G)	04	01	01
	Plumber	01	00	00
	Welder	01	00	00
	Helper	04	02	00
	Hanging cradle and Crane	1	01	

Operator			
A/C Technician / Helper	03	00	00
Total	18	06	02

Note: Age Limit (Person should not exceed 60 years of age at the end of contract).

MINIMUM NO OF EMPLOYEES: 34 Provided that:-

If Project Incharge is a Mechanical Engineer by qualification then Electrical Engineer should be in Morning Shift and Mechanical Engineer in the Evening Shift. If Project Incharge is an Electrical Engineer by qualification, then Mechanical Engineer should be in the morning shift and Electrical Engineer should be in the evening shift.

5.4 (a) Operational staff will be made available on all days of the year round the clock basis. Contractor will employ adequate number of operational staff so that each person gets at least one weekly off. For all gazetted holidays, contractor will pay overtime to the operational staff and no day off in lieu of duty performed on gazetted holidays will be allowed. PIA will reimburse the amount of overtime in the monthly bill.

(b) Generally all officer / maintenance staff of contractor will observe all gazetted holidays and Sunday as weekly off, Saturday will be full working day. As and when nature of job demands so, required number of maintenance staff will be made available on Sunday / gazetted holiday for which contractor will pay overtime to the staff and Engineers will be allowed day off in lieu of duty performed on Sunday / gazetted holidays. PIA will reimburse the amount of overtime in the monthly bill.

Qualification and experience of various categories of staff shall be as per Annexure – E.

(c) The contractor agrees (at no additional cost) to ensure availability of 15% staff / supervisors in the number stipulated in 5.1 through 5.4 as available standbys to immediately take-over the job of absentees, or these on leave without causing any interruption in the assigned job. The contractor shall have the Airport Entry passes ready and other formalities completed for the standby personnel on regular basis so as to avoid any holdup.

5.5 Engineers and / or additional staff of required trades shall be made available by the contractor at its own cost immediately on occurrence of major fault / breakdown and work will continue till the fault is removed and the system is restored serviceable.

5.6 Salary to be paid by the contractor to his staff should be in harmony with prevailing wage scale fixed by government. A copy of the proposed salary structure should be submitted to the Chief Engineer Base Maintenance and Manager Tech Services (Finance) Engineering for record.

5.7 No position should be left vacant for more than 21 (Twenty-one) days at a stretch. Following lump sum deduction will be made in case of absence at a stretch.

Position	Period
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Project Engineer

Supervisor Mech/Elect/ Helper

Incharge Plumber/ Welder & Operator

Up to on prorata basis as per salary structure to be provided by contractor 21 days

More then deduction as per 22-28 days plus contract may be terminated 28 Days after one month notice

6. GENERAL CONDITIONS AND SPECIFICATIONS:

- 6.1 The contractor undertakes and agrees that in the performance of its contractual obligations, assumed by it under this agreement, he shall comply with all the applicable laws, rules and regulations and customs prevailing from time to time in the country, pertaining to the payment of wages, allowances, insurance of employees and works, their medical attention, gratuity, grant of annual leave / sick and casual leave and other rights, facilities and benefits to which its employees and workers may be entitled to and it is hereby expressly agreed and understood by the contractor and PIA that all the responsibilities to its employees and workers in this respect, or to itself are assured by contractor and the grant of any such right, facility or benefit to its employees and workers at any time, whether under any law or otherwise shall be entirely by contractor at his own cost.
- 6.2 The contractor shall be solely liable for any of its staff, employees(s) agents and/or any representative's act or omission in contravention to any rule and regulations and standard operating procedures of PIACL and of laws, and PIA shall not be responsible for any such act or omission. If any legal proceedings are initiated against PIA for any act or omission of the contractor or its employee(s), all the costs (including without limitation lawyer's fee, incidental and the consequential costs and expenses and the amount of decree) shall be borne by the contractor and PIA shall have a right to recover the cost from the amount of security deposit or any due amount of the contractor.

If any law requires that one or both the parties to this Agreement register this Agreement pursuant to such a law the entire cost of such registration shall be borne by the contractor.

- 6.3 The contractor will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIA or otherwise except the Chief Engineer, Base Maintenance or his nominee regarding any matter arising from this Agreement. The contractor may carry on correspondence with appropriate officials of the user department, if so directed by authorities.
- 6.4 The contractor shall ensure that all the employees meet the general and technical qualifications as set forth in Annexure – B and Annexure – E attached herewith and made part thereof.
- 6.5 All employees of the contractor while on duty in the premises of PIA shall strictly maintain discipline and proper behavior among themselves and with PIA personnel.
- 6.6 The contractor shall be responsible for any injury / casualty sustained by the employees during the operation, maintenance and repair work of the system specified in the Annexure, PIA shall accept no liability, whatsoever, in this regard.
- 6.7 The contractor accept total responsibility for the settlement of all claims, resulting from death or injury caused to its employees workers, officers, agents or any third persons in relation to this agreement and shall hold harmless and indemnify PIA against all such claims.
- 6.8 All notices, requests and demands given to or made upon the parties shall be in writing and posted through registered mail or confirmatory telex at the addresses set forth herein below.

PIA: Deputy Chief Engineer Hanger Equipment Maintenance BM, Engineering, PIAC, Karachi.

CONTRACTOR:

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- 6.9 PIA shall have the right to raise objection on incompetent staff of the contractor. Such staff should be removed within one week of receiving such objection and replacement should be provided within twenty-one days.
- 6.10 Contractor shall submit a monthly report giving summary of work done during previous month and back-logs as on the 1st of the current month.
- 6.11 The late attendance and slipping away of contractor's staff from duty before pack up time will be marked and deduction of the same shall be made from the monthly bills on double the prorate basis rate.

7. INDEMNITY:

The contractor agrees that PIA shall not be responsible for any of the acts or omission of the PIA employees or any losses or damages caused to the contractor or any third parties thereby and the contractor hereby indemnified and hold harmless and defend PIA, its officers, agents, personnel and employees from and against all claims (including costs and expenses incidental thereto) for including but not limited to any bodily injury or death of persons and / or any damages to or loss or destruction of property directly or indirectly arising out of in any way connected with and / or which may be suffered by the contractor, its officers, agents, employees and servants and any other third parties by reason of any act or omission of the PIA personnel and employees falling within the scope of their employment.

7.1 If any loss or damage is caused to the PIA's property attributable to and by the act of contractor and / or any of the employees, officers, agents or representative of the contractor, such loss shall be cured and made good by the contractor.

7.2 The contractor undertakes and agrees to indemnify and hold harmless PIA, its officers and agent from and against any and all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this Agreement whether due to performance / non-performance of any service(s) under this Agreement by the contractor, its employees or its agents or otherwise.

The contractor shall obtain / maintain insurance coverage for its employees and / or third party or any property for any claim arising under any applicable law(s) from the performance or non-performance of its contractual obligations(s) under this Agreement.

8. WARRANTY:

8.1 The contractor warrants that the work performed by his employees shall be free from defects in workmanship.

8.2 In case of faulty or semi faulty workmanship, PIA shall have the option of having the work performed by any other party and the cost of such work shall be charged to the contractor on actual basis.

8.3 The aforesaid warranties do not exclude any other warranties express or implied.

9. AUTHORITY OF PERSON SIGNING CONTRACT AND DOCUMENT:

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

9.2 For the purpose of identification and security, the contractor shall issue proper identity cards to all its employees and works who may be detailed to work within the premises of the PIA in connection with their rendering of the services.

9.3 The contractor warrants that it is a bonafide and independent legal entity working in its own name, account and acknowledges that this Agreement does not confer in any manner whatsoever upon it or any individual employed by it, the status of any employee, worker officer, agent or advisor of PIA.

10. FORCE MAJEURE

10.1 Both the contractor and PIA shall be excused from performance under this Agreement to the extent that such performance is delayed or prevented by reasons or circumstances beyond

their control or reasonable forecast which shall include but shall not be limited to fire, explosion, labor strikes, acts of God or public enemy, act of the Government or Government enemy, flood epidemic and windstorm etc, provided that the contractor or PIA as the case may be shall notify the other as early as possible in writing of the cause of non-performance or delay.

- 10.2 If the contractor is unable to perform whole or part of the work under this Agreement due to causes arising within the terms of this clause 10.1 PIA may get the desired work performed by some other party and PIA shall not be liable to make payment to the contractor for the work not performed by him.

11. ASSIGNMENT:

The contractor shall not sublet, transfer or assign this contract to any other party without prior written permission of PIA.

12. SCHEDULE:

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

13. RECOVERIES:

When any amount is recoverable from the contractor due to any of his faults under this or any other Agreement, PIA shall be entitled to deduct any such amount from the pending bills of the contractor, whether due in respect of this or any other Agreement and / or from any other due amount of the contractor lying with PIA and the contractor will have no objection on receipt of the same.

14. BRIBE, COMMISSION, GIFT:

- 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 price of the subject matter of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly and commission or fees to any person or entity whomsoever, contractor agreed to indemnify and hold harmless Buyers / Customer” from and against all claims, demands, liabilities, damages, losses and adjustments which may be suffered by, accrued against, charged to or are recoverable from Buyers / Customer and which arises out of Contractor’s actions or negotiations with or in respect to Broker (s) or 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 in to be paid in any manner whatsoever by seller / contractor / lesser to any brokers or Agents or persons or Entities whatsoever, such sums shall be refundable immediately to Buyer / Customer / Lesser without prejudice to any other rights or remedies of Buyers / Customer / Lesser and the Buyer / Customer / Lesser shall be well within its right to set-off such sums from any dues that may be payable to the seller / contractor / Lesser.

14.3 Any bribe, commission, gift or advantage give, promised or defrayed by or on behalf of the contractor or the officer, agent or servant or any other on behalf of contractor to any officer, servant, representative or agent of PIA relating to the obtaining or to the execution of this or any other contract with PIA for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract as aforesaid shall subject the contractor to cancellation of this contract and all or any other contract and also to the payment of amount to be decided by Director Engineering, as damages and the decision of the said Director shall be final and binding on the contractor.

15. WAIVER

The failure of either party at any time to require the performance by the other or any of the terms and provisions 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.

16. LIQUIDATED DAMAGES

If the contractor fails to fulfill any of his contractual obligation or deviate from the terms and conditions set out in this contract satisfactorily due to the reason other than mentioned in Article 10 of this Agreement, PIA shall have the right to terminate the contract forthwith and entitle to claim from the Contractor by way of liquidated damages and not by of penalty an amount equal to Rs.250,000/= (Rupees: Two Hundred Fifty Thousand only) in addition to any other remedy available to PIA under any applicable laws.

17. INSOLVENCY AND BREACH OF CONTRACT.

Should the contractor be adjudicated insolvent or made to enter into any Agreement 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 the Agreement terminated forthwith and in which case the contractor shall be liable to the confiscation of security deposit and pay PIA for any extra expenses which it might incur but it shall not be entitled to any gain or compensation from PIA.

18. TERMINATION.

18.2 Without prejudice to any other provision of this Agreement PIA may at any time terminate this Agreement by giving the contractor 15 Days' notice in writing. Moreover in case the contractor commits any breach of this Agreement, PIA shall be at liberty to terminate the Agreement immediately.

18.3 In case the contract is given to a new contractor, existing contractor will continue to work for 2 weeks more beyond the expiry date of contract during which time he will hand over his task to the new contractor in writing along with list of backlogs being transferred to the new contractor. Necessary deduction of amount from the bills of old contractor will be made for this purpose as ascertained by Chief Engineer Base Maintenance or his nominee.

19 GOVERNING LAWS & ARBITRATION

19.1 This agreement shall be governed & interpreted in accordance with Laws of Pakistan.

19.2 The parties agree & submit themselves to exclusive Jurisdiction of the courts at Karachi

19.3 Any dispute between the parties arising out of in connection with and resulting from this agreement shall not be settled otherwise than through Arbitration which shall be held at Karachi in accordance with the Arbitration Act 1940. President & CEO PIACL or his

nominee shall be the sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement PIA may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

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

for and on behalf of

for and on behalf of

PAKISTAN INTERNATIONAL AIRLINES CORPORATION

CONTRACTOR

1. Witness _____

Witness _____

2. Witness _____

Witness _____

SYSTEM / EQUIPMENT	FUNCTION
01 DOCKS Bay-I (IHI +AERO DOCK) a. Tail Docks including Hanging Tail Docks b. Service Lift c. Pneumatic supply points.	MAINTENANCE
02 DOCKS Bay-II a. Tail Docks including Hanging Tail Docks b. Service Lift c. Pneumatic supply points.	MAINTENANCE
03 OVERHEAD CRANES 04 Nos	OPERATION & MAINTENANCE
04 MONORAILS / HOIST 8 Nos	MAINTENANCE
05 HANGING CRADLE 01 Nos	OPERATION & MAINTENANCE
06 COMPRESSED AIR SYSTEM a. Reciprocating Compressor 02 Nos c. Cooling System e. Air Receiver 06 Nos f. Pneumatic Line 6” from compressor to supply points g. valves & fittings	OPERATION & MAINTENANCE
07 CENTRAL VACUUM SYSTEM	OPERATION & MAINTENANCE
08 HANGAR DOORS a. Main Hangar Doors 05 Nos b. Shop Doors	OPERATION & MAINTENANCE
09. PAINT CABIN AND PAINT BOOTH (AIRCRAFT FURNISHING SECTION)	OPERATION & MAINTENANCE
10 SERVICE PITS LOCATED AT: Run-up I & II Bay 51 to 56 Washing Bay Ispahani Hangar a. 400 / 230 Volt Electrical Supply pits including power pit. b. 400 Hz 200/115 Volt A/C Ground Power pit. c. Earthing pit	MAINTENANCE

d. Pneumatic supply / start air supply pits

11. SCAFFOLDING JOB

AS AND WHEN REQUIRED

NOTE Any gadget / equipment incorporated as modification or as improvement in the existing systems during the tenure, will also part of this annexure

NB: 1 All operational and maintenance function in respect of the system as shown above, shall be performed in accordance with the Manufacturers recommendation and to the satisfaction of Chief Engineer Base Maintenance or his nominee.

NB: 2 All the systems above shall be kept operative on round the clock basis and the staff responsible to operate these systems shall be made available in three shifts.

ANNEXURE - B**TECHNICAL AND GENERAL QUALIFICATION OF PERSONS TO BE EMPLOYED BY THE CONTRACTOR.**

01. All personnel employed by the contractor must be fully qualified for job to be performed by them as per manufacturer's standards and recommendations and relevant law and licensing regulations, wherever applicable and shall be fully capable of comprehending and implementing Manufacturers operation and maintenance instructions (Also see Annexure – E). Age Limit (Person should not exceed 60 years of age at the end of contract).
02. Without limiting the provisions of the above clause in any way such personnel shall have such job experience as is deemed sufficient by PIA for the performance of the work required and shall be equipped with such general hand tools as is required for the performance of the work (Also see Annexure – D)
03. As the work is to be performed in high risk security areas, the contractor shall ensure all his personnel meet the security requirements of relevant agencies and shall be solely responsible for the conduct of his employees.
04. Arrangement of Airport entry passes for contractor staff will be responsibility of the contractor.
05. The contractor shall ensure presence of adequate personnel and supervision in accordance with Article – 5.
06. Without limiting the provision of Article – 7 (indemnity) of the Agreement the contractor shall be solely responsible for:-
 - i. Death, Sickness and injury to his personnel.
 - ii. Any damage to PIA's equipment caused by the negligence of the contractor or his employees etc.
 - iii. Sabotage to or pilferage of PIA's property which is subject to this agreement irrespective of any evidence that such damage has been caused or not caused by the contractor, his employees etc.
 - iv. Any delay, damage, stoppage of work etc caused by non-availability of the required facilities or by non-availability of required staff.
 - v. Any injury of damage to third parties equipment or persons caused by the negligence of the contractor, his employees etc.

It is agreed by the parties to this Agreement that the breach of any of the above provisions shall constitute an event of default on the part of the contractor.

ANNEXURE – C

Without prejudice to the generality of the terms misconduct, it shall include without limitation the following.

- a) Theft
- b) Causing damage to the corporation's property
- c) Taking or giving bribes.
- d) Habitual negligence or neglect of work
- e) Drunkenness, fighting or indecent behavior
- f) Taking part in subversive activities
- g) Smoking in "NO SMOKING" areas
- h) Gambling
- i) Sleeping on duty
- j) Theft of Employees property
- k) Carrying on money lending or any other private business without the permission of the competent authority.
- l) Sabotage
- m) Conviction in any court of law for criminal offence
- n) Smuggling
- o) Un-authorized collection or canvassing for the collecting of money.
- p) Any act or omission which is offence / misconduct under any law or rules of the contractor.

ANNEXURE – D
TOOLS TO BE KEPT WITH PROJECT – INCHARGE BY CONTRACTOR

NOMENCLATURE	QUANTITY
01. Magnifying Glass 4X power	02
02. Steel Scale 6”	03
03. Phase tester	04
04. Dental Mirror	02
05. Measuring Tape 8’ – 10’ long	02
06. Ring Spanner mm size	02 Set
07. Ring Spanner Inch Size	02 Set
08. Open end spanner mm size	02 Set
09. Open end spanner Inch size	02 set
10. Socket Set with ratchet Handle mm size	02 Set
11. Socket Set with ratchet Handle Inch size	02 Set
12. Allen head keys 1/8’ through 1/2” mm	02 Set
13. Allen head keys 2mm through 14 mm	02 Set
14. Screw Driver Set (combined Philips & Flat)	02 Set
15. Hammer 1 lb	04
16. Hammer 2 lb	02
17. Pliers 8 “ size	04
18. Adjustable spanner 8 “	02
19. Adjustable Spanner 12”	02
20. Pipe wrench 12”	02
21. Pipe wrench 24 “	02
22. Hacksaw Frame with handle 12” size	02
23. Pipe threat cutting die 1/2” through 2”	02 Set
24. Rough File Half round 12”	04
25. Smooth File Flat 12”	04
26. Smooth file Half round 6”	08
27. Insulated Plier 6”	04
28. Soldering iron 220V – 60W	02
29. Gas Welding Kit	01
30. Electric Welding Kit	01
31. Avometer	03
32. Megger	01
33. Bearing Puller (Max 5” Dia Bearing)	01
34. Electric Drill Machine (Chuck Cap 1/2”)	01
35. O.D. micrometer 0-1”	01
36. Dial Vernier Caliper 0-6”	01
37. Pipe Vice and Die (upto 3” dia)	01

ANNEXURE - E

DESIGNATION	ACADEMIC QUALIFICATION	PRACTICAL EXPERIENCE
Project Incharge	University Degree in Mechanical / Electrical Engineering	Minimum 5 years post degree practical experience on maintenance of plants Machinery /Equipment etc
Mechanical Engineer	University Degree in Mechanical Engineering	Minimum 2 years post degree practical experience on maintenance of plants Machinery /Equipment etc
	OR	OR
	03 years Diploma in Mechanical Engineering	Minimum 10 years post diploma practical experience on maintenance of plants machinery equipment etc
Electrical Engineer	University Degree in Electrical Engineering	Minimum 2 years post degree practical experience on maintenance of plants Machinery /Equipment etc
	OR	OR
	03 years Diploma in Electrical Engineering	Minimum 10 years post diploma practical experience on maintenance of plants machinery equipment etc
Supervisor	03 years Diploma in Mechanical / Electrical Engineering	Minimum 3 years post degree practical experience on maintenance of plants Machinery /Equipment etc
Electrician	Matriculate with 03 year Apprenticeship	Minimum 03 years as Electrician in any Engineering Concern
Refrigeration Mechanic	Matriculate with 03 year Apprenticeship	Minimum 03 years as Refrigeration Mechanic in a reputable firm
Mechanic	Matriculate with 03 year Apprenticeship	Minimum 03 years as Mechanical General Fitter in a reputable firm
Plumber	Matriculate with 03 year Apprenticeship	Minimum 05 year practical experience on pipe work in any industrial concern
Welder	Matriculate with 03 year Apprenticeship	Minimum 05 years combined experience as Electric & Gas welder in any industrial concern
Helper Cleaner	Matriculate	No Previous Experience necessary. However

		preference should be given to persons who have worked as helper / cleaner in any industrial concern
Telephone Attendant	Matriculate	No Previous experience necessary.
Compressor Operator	Matriculate with 02 years TTC	03 years' experience in related field
Cooling Tower Dryer, Vacuum operator & Hot water geyser operator purging paint booth / door operator	Matriculate	N.B. hot water geyser operator should possess min class -III boiler attendant license 03 years experience in related field is preferable

ANNEXURE – F

ADDITIONAL TERMS & CONDITIONS

1. As per minimum wages approved by Government of Pakistan for unskilled workers, salaries of Engineering helpers may be increased to Rs. 15,000/= per month and achieve high level of employee performance and productivity.
2. It must be ensured that a focal person assigned by the contractor must be available round the clock to ensure productivity and monitor the performance of the workers. It will also help to solve the problems in a better way faced by the workers during routine job.
3. As PIA provides essential services, it has been observed that workers go on strike on their personnel problems that directly hamper productivity. It must be ensured that no such strike may be observed in future and this clause may clearly be highlighted that strict disciplinary action will be taken against such defaulters.
4. Base Maintenance has six (06) numbers of Air - Conditioning vans which are being used on Aircraft. Due better understanding of work with one contractor, it is recommended that six vans may be included in Isphani Hangar systems / equipments contract.
5. Installation of scaffolding inside and outside the Hanger will be responsibility of the contractor without any financial claim.
6. A representative / focal person of contractor will be available on duty e.g. 08:30 to 17:30.
7. Contractor will ensure the qualifications against the designation especially (Project Incharge, Electrical Engineer, Mechanical Engineer & Shift Supervisor)
8. The contractor will ensure serviceability / documentation of system and equipment.
9. Service provider / contractor will be evaluated on technical grounds & selected contractor / service provider will be finalized after interviewing all designated personnel in accordance with their qualification & experience making reference to the standard terms & conditions.
10. Upper age limit with respect to the employees shall be 60 years (Maximum).

KEY PERFORMANCE INDICATORS (KPIs)

1. Quality of Planned preventive Maintenance
2. Production Equipment performance-Equipment/System Availability
3. Responsiveness
4. Number of facilities breakdown
5. Audit/Regulatory Compliance
6. Overall satisfaction

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)

GM Contract Management
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 _____