

Ref: GMCM/Weighing Scale/Maint./01/21

Date: 18-10-2021

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

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**Subject: Contract for Maintenance / Service of Weighing Scales**

Dear Sir/ Madam,

Pakistan International Airlines (PIA), the National Flag Carrier of Pakistan is pleased to invite the sealed quotes from reputed companies/ service providers for Maintenance / Service of Weighing Scales on 'Single Stage Single Envelope' basis.

Bidders are required to send their sealed proposals / quotes on the following address latest by **08-11-2021 at 1030hrs (PST)** which will be opened at **1100hrs (PST) on same day** in the presence of all bidders at tender room SCM building.

**GM Contract Management  
Supply Chain Management Department,  
PIACL Head Office, Karachi.  
Tel: 021 9904 4216, 9904 3158**

The quotations can also be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the entrance of the PIACL Supply Chain Management Building latest by 10:30 hours on the specified date.

**Proposals/ quotes received after the date & time stipulated shall not be entertained.**

The Corporation shall not be responsible for postal delays. The decision of GM Contract Management in this respect shall be final and binding.

### **TENDER FEE**

Bidders are required to submit a Pay Order of Rs.6,000/- (Non-Refundable) in the name of Pakistan International Airlines as tender fees along with Proposal/ quote.

### **EARNEST MONEY/BID SECURITY**

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 Money/Bid Security deposited against a running contract(s) purchase orders(s) shall not be transferable as earnest money for any other tender. Quotations without earnest money shall not be considered.

Bids/ Quotes shall be valid for 120 days (extendable).

### **SECURITY DEPOSIT/ PERFORMANCE GUARANTEE**

The successful vendor upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee) 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.

**Schedule 'A'**
**Maintenance/ Service Contract of Weighing Scales**

S.No	Make & Model	Capacity	Location	Rate PKR
1	Counter Scale	7.5 KG	ACC-1	
2	Avery Dial	250 KG	ACC-2	
3	Electronic Weigh Bridge	40 Tons	ACC-3	
4	Electronic Platform Scale	20 Tons	Export Ware House	
5	Avery Dial Scale	250 KG	P.O.Mail	
6	Avery Dial Scale	250 KG	ICG	
7	Avery Dial	250 KG	IMP	
8	Avery Dial	250 KG	AFU	
9	Counter Scale	7.5 KG	Domestic Cargo -1	
10	Avery Dial	1000 KG	Domestic Cargo -2	
11	Electronic Platform	1000 KG	Domestic Cargo -3	
12	Avery Dial 2305 CLE	250 KG	CTO-02 Shafi Court	
13	Avery Dial Desktop	13 KG	Local Receipt Section	
14	Avery Digital Scale	250 KG	Local Receipt Section	
15	Avery Dial Scale	250 KG	Central Dispatch Section	
16	Avery Platform Scale Scale Dormant	9000 KG	Central Dispatch Section	
17	Avery Scale	250 KG	Central Dispatch Section	
18	Avery Scale	1250 KG	SR-17	
19	Weighing Scale Digital	50 KG	Pneumatic O/H Shop	
20	Avery Scale	250 KG	Flight Pack Section	
21	Avery Scale	250 KG	SRS	
22	Avery Dial Scale	250 KG	SR-16/82	
23	Electronic Scale	500 KG	Kitchen	
<b>Amount Per Month PKR</b>				
<b>Annual Amount PKR</b>				
<b>Amount for three years PKR</b>				
<b>Applicable Tax % PKR</b>				
<b>Total Amount for 03 years including Tax PKR</b>				
<b>2% Earnest Money PKR</b>				

## TORs

### Maintenance/ Service Contract of Weighing Scales

1. Periodical Service / Maintenance of digital and mechanical weighing scales.
2. Trouble shooting of weighing scales on call basis (as and when required).
3. Quarterly calibration of all cargo weighing scales along with provision of calibration certificates and display stickers.
4. Annual verification and stamping of weighing scales from weights & measures Sindh (Government of Sindh)

### Annexure "A"

#### List Of Weighing Scale

S.No	Make & Model	Capacity	Location
1	Counter Scale	7.5 KG	ACC-1
2	Avery Dial	250 KG	ACC-2
3	Electronic Weigh Bridge	40 Tons	ACC-3
4	Electronic Platform Scale	20 Tons	Export Ware House
5	Avery Dial Scale	250 KG	P.O.Mail
6	Avery Dial Scale	250 KG	ICG
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20	Avery Scale	250 KG	Flight Pack Section
21	Avery Scale	250 KG	SRS
22	Avery Dial Scale	250 KG	SR-16/82
23	Electronic Scale	500 KG	Kitchen

### DRAFT CONTRACT

This contract is made on this date.....2021 at Karachi.

### BETWEEN

PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Jinnah International Airport Karachi Pakistan (Hereinafter called the "PIACL" and/or "PIA") of the one part

AND

[name of the Contractor], having its head office at \_\_\_\_\_ (hereinafter referred to as the "Valuer" which expression shall where the context so admits include its successors and assigns ) of the SECOND PART.

(Here in after called "CONTRACTOR of the SECOND PART)

The PIACL and the CONTRACTOR may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

WHEREAS contractor has offered maintenance, service and spare parts of weighing scales describes in the attached schedule as Annexure "A"& "B"

- Annexure "A" at price Rs:.....=annual maintenance service and calibration stamping@ Rs:.....Along with SST@ % at agreed prices.
- Annexure "B" list of spare parts at price market rates (Rates for one year attached)

WIEEREAS' PIA has accepted the offer of the contractor described and mentioned as above.

NOWTHEREFORETHISCONTRACTISWITNESSASFOLLOWS:

### **AUTHORITY PERSONS SIGNING CONTRACT AND DOCUMENT:**

Person signing the contract or any other document forming part of this contract on behalf of the contractor shall be deemed to warrant that they have the authority to do so from the contractor and it on inquiry. It is revealed that the person to signing had no authority to do so the purchase may without prejudice to other legal remedy, cancel the contract without notice and hold the signatory liable for all cost and damage.

#### **1. PERIOD OF CONTRACT**

Contractual period 03 years.

#### **2. TERMINATION OF CONTRACT:**

A) P1A may terminate this contract upon giving 30 days' notice in writing to the contractor without assigning any reason thereto. PIA in case of any deterioration in quality, delay in delivery or violation of any terms and condition of this contract shall give a notice to the contractor through registered AD within 07 days of such default notifying therein the violation of the terms and condition of the contract. The contractor upon receipt of such notice shall rectify the violation default, the quantity or delivery within 15 days if same are correct and genuine. In the event contractor failure to rectify the same PIA shall terminate the contract after giving 15 days' notice and claim of all dues of the contractor

#### **3. NOTICE:**

The notices requests and demands given to or made up on the parties shall be writing and post through registered mail at the addresses set forth below:

PIA OR

GENERAL MANAGER  
Contract Management

#### **4. SCOPE OF WORK:**

Annual maintenance contract of weighing scales installed at various locations of PIA Cargo Complex KHI including services/calibration/trouble shooting (Details of scales at annexure-A). Annual verification and stamping from weights and measure Dept. Govt. of Sindh.

#### **5. VARIATION:**

This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.

#### **6. SCHEDULE:**

For all intent and purposes the schedule annexed herewith shall form an integral part of this contract and the contractor shall be bound to fulfill the terms and condition stipulated there in along with this. Deviation of any terms and conditions and its schedule shall be deemed to be a violation of this contract on the part of the contractor.

#### **7. PRICE:**

- A) The rates mentioned in the annexed "A" schedule for each item shall remain firm and final for the duration of the contract and shall not be enhanced. However, the reduction in rates will remain open for the parties' mutual consent.
- B) The quantities mentioned in the annexed "A" schedule may increase or decrease by 25% according to the requirements of the PIA and the contractor agrees to supply the same accordingly. There will no compensation into 25% decrease.
- C) The rates of spare parts (in case of replacement of a part of weighing scale if malfunction) mentioned in the annexed "B" market rates schedule for each item shall remain applicable according to market rates and industry practices at the time of purchase subject to prior written permission of PIACL.

### 8. PAYMENTS:

Payment in respect of maintenance/services shall be made by the Dy. General Manager Head office payment Finance Department Karachi Airport within 30 days on the submission of bills in conformity to be verified by user for the actual services provided, with by PIA letter of intent issued.

### 9. RECOVERIES:

When any sum of money is recoverable from the contractor due to any default of defect under this contract PIA shall be entitle to deduct the amount from pending bills from the contractor due in respect of this contract for the security/earnest money deposited against this contract .The contractor shall not object to such deduction.

### 10. SUBLETTING:

The contractor shall not sublet transfer of assign this contract of apportion /part of it is to any other party without prior written permission of PIA and the contractor shall not be entitled for any compensation, PIA shall have the right to declare the contract terminated.

### 11. INSOLVENCY AND BREACH OF CONTRACT:

Should the contractor be adjudicated insolvent or made to enter into contract for composition with the creditor's or suspend payment (or being a company) be wound up, either compulsorily or voluntarily.PIA shall have the right to declare the contract terminated.

### 12. CORRESPONDANCE

The contractor will not correspond with or approach any authority/person directly, except the General Manager (Contract Management) PIA.

### 13. SECURITYDEPOSIT AS PERFORMANCE GUARANTEE :

Prior to the signing of this Agreement the contractor shall deposit in cash (10% of total contract value) as interest free security deposit in lieu of Performance Guarantee with the



Authorized Office of PIACL,. PIACL shall have the right to recover / adjust all liabilities of the contractor from the amount of Security deposit furnished/deposited by the contractor. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the contractor after deduction of all the outstanding amounts and/or dues recoverable from the contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

#### **14. BRIBE , COMMISSION, GIFT:**

Commission, gift or advantages given, promised or defrayed by the contractor or his partner, agent or servant, representative relating to the obtaining or execution of this contractor showing or bearing, to show favor or disfavor to any person PIA shall terminate this contract.

#### **15. FORCE MAJEURE:**

Neither party shall be liable for any failure/delay in performing their obligation due to any cause beyond reasonable control including without limitation, fire, act of public enemy, war, rebellion insurrection, accident, Act of God, and act of state or of the judiciary.

#### **16. LAWS GOVERNING THE CONTRACT:**

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

**17. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

**For & on Behalf of**

**For & on Behalf of Contractor**

**PAKISTAN INTERNATIONAL AIRLINES**

MS/.....

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

SEAL: \_\_\_\_\_

SEAL: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

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

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

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