

REF: LHE/SCM/TRANSPORT/2025/01**Tender Fee : PKR 5,000/-****INVITATION FOR TENDER AND INSTRUCTIONS TO TENDERERS**M/S _____

_____**Subject: Tender for the Hiring of Surface Transportation of Engineering /TGS Equipment and Catering material from Lahore to other Domestic Stations “AS and WHEN REQUIRED BASIS”**

Dear Sir(s),

We are pleased to invite your sealed tenders for the item listed in the attached schedule. 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:-

SUBMISSION OF TENDER

1. You are required to upload the bid on EPADS and send your sealed tenders **In Single Stage Two Envelope Basis** addressed to Manager Supply Chain Management Lahore, PIA Complex, AIIAP, Lahore by **Tuesday, January 07th, 2025**. The tenders may be dropped in the tender box placed at the entrance of the PIA Supply Chain Management Section LHE latest by 10:00 hours on the specified date. You must submit your tenders through EPADS and also send your tenders by courier service addressed to Manager Supply Chain Management LHE, which must reach before the closing date and time mentioned above. **Tenders will be opened at 10:30 hours on the same day** in the presence of contenders /bidders whoever cares to attend.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for any delays. The decision of Manager SCM in this respect shall be final and binding.

Non compliance to any of the terms and conditions of the tender would be liable for rejection

Bid Security

The Tender should be accompanied by a Pay Order / Cash Receipt from Accounts Officer 2nd Floor AIIAP Lahore for Rs. 5,000 (Rupees Five Thousand Only) as tender fee (Non-Refundable) and Fifty Thousands PKR= **50,000/-** in shape of a Pay Order payable at Lahore in lieu thereof in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free **Bid security** (Refundable). Bid security in any other shape shall not be accepted. Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as bid security for any other tender. All tenders without bid security shall not be considered.

SECURITY DEPOSIT

The successful tenderers upon award of Contract / Purchase Order will be required to furnish in the amount of PKR 200,000/- Two Hundred Thousand Rupees (Refundable after the successful completion Work/Order) as interest free Security deposit in shape of Pay Order. The bid security already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

PREPARATION OF TENDER AND INSTRUCTIONS TO BIDDERS

Mode of tendering will be “**Single Stage Two Envelope Basis**”

The BID (Tender) submitted shall comprise of a single package containing **Technical proposals** which may include Company profile, copy of GST & Income Tax registration forms as well as the SAMPLES, technical literature / brochures etc. to be served as Technical Proposal. Pay Order / Cash receipt of Rs. 5,000/- in respect of Tender Fee also to be annexed with the Technical Proposal. These documents would serve as the Technical Proposals. **Financial Proposal** must have following documents:

- a) The Schedule “A” duly filled in, signed and sealed.
- b) Pay Order in respect of PKR=50,000 of the bid value for Bid Security (Refundable).
- c) Certificate of Registration as Transporter in PST (Provincial Sales Tax).

PRICES

- a)

The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all duties / taxes (Except PST), packing, octroi and delivery charges for free delivery to PIA Complex, AIIAP Lahore. However, if GST is applicable, same should be shown separately.
- b)

The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Agreement. The Prices must be stated for each item separately both in words and figures in Pakistan Currency. Additional information, if any must be linked with entries on the Schedule to Tender.
- c)

Offers must be valid for 90 days.

ACCEPTANCE OF TENDER

PIA do not pledge themselves to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations, divide business among more than one supplier or accept the tenders at rates on lowest individual items or extend the date of opening by assigning the reason / as per the PPRA Rules.

For Pakistan International Airlines

MUHAMMD NASRULLAH

MANAGER SCM LHE

Encl:

- 1. Tender Schedule-A**
- 2. Terms & Conditions**
- 3. Single Stage Two Envelope Procedure**
- 4. Undertaking to Execute Transaction**
- 5. Integrity Pact**
- 6. Technical Evaluation Criteria**
- 7. Draft Agreement**

Notes: Prescribed Tenders form may also be downloaded from www.piac.com.pk and www.ppra.org.pk

**As per the directives of PPRA, Tender must be uploaded on EPADS Procurement system.
Suppliers can register and apply for tender from EPADS as well.**

<https://eprocure.gov.pk/#/auth/login>

TENDER SCHEDULE “A”

REF: LHE/SCM/TRANSPORT/2025/01

S.No	Cities / Stations	Vehicle Description	Fare in Rupees	PST (05%)	Total Fares With PST
01	Peshawar (Motorway / G.T Road Separately)	Truck 10 wheeler or Equivalent			
02	Peshawar (Motorway / G.T Road Separately)	Bedford/Mazda Truck or Equivalent			
03	Peshawar (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
04	Peshawar (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
05	Sialkot (Motorway / G.T Road Separately)	Bedford/Mazda Truck or Equivalent			
06	Sialkot (Motorway / G.T Road Separately)	Shahzore or Equivalent			
07	Sialkot (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
08	Sialkot (Motorway / G.T Road Separately)	Suzuki Carry or Equivalent			
09	Sialkot (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
10	Faisalabad (Motorway / G.T Road Separately)	Bedford/Mazda Truck or Equivalent			
11	Faisalabad (Motorway / G.T Road Separately)	Shahzore or Equivalent			
12	Faisalabad (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
13	Faisalabad (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
14	Islamabad (new airport) (Motorway / G.T Road Separately)	Bedford/Mazda Truck or Equivalent			

15	Islamabad (new airport) (Motorway / G.T Road Separately)	Truck 10 wheeler or Equivalent			
16	Islamabad (new airport) (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
17	Islamabad (new airport) (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
18	Multan (Motorway / G.T Road Separately)	Bedford/Mazda Truck or Equivalent			
19	Multan (Motorway / G.T Road Separately)	Shahzore or Equivalent			
20	Multan (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
21	Multan (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
22	Dera Ghazi Khan (Motorway / G.T Road Separately)	Bedford/Mazda Truck or Equivalent			
23	Dera Ghazi Khan (Motorway / G.T Road Separately)	Shahzore or Equivalent			
24	Dera Ghazi Khan (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
25	Dera Ghazi Khan (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
26	Bahawalpur (Motorway / G.T Road Separately)	Bedford/Mazda Truck or Equivalent			
27	Bahawalpur (Motorway / G.T Road Separately)	Shahzore or Equivalent			
28	Bahawalpur (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
29	Bahawalpur (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
30	Rahim Yar Khan (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
31	Rahim Yar Khan (Motorway / G.T Road Separately)	Bedford/Mazda Truck, or Equivalent			

32	Rahim Yar Khan (Motorway / G.T Road Separately)	Shahzore or Equivalent.			
33	Rahim Yar Khan (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
34	Sakrdu (Motorway / G.T Road Separately)	Lower Bed/ High Bed Trailer or Equivalent			
35	Sakrdu (Motorway / G.T Road Separately)	Shahzore or Equivalent.			
36	Sakrdu (Motorway / G.T Road Separately)	Bedford/Mazda Truck, or Equivalent			
37	Sakrdu (Motorway / G.T Road Separately)	Container 30 or 40 Feet or Equivalent			
38	Lahore Within City (Fares must be quote per Kilometer)	Suzuki Bolan (For Baggage Drop)			

Note: Only Registered Transporters can participate.

Tender Terms & Conditions

01. Tender fee (Non-Refundable) Rs. 5,000/- (Rupees Five thousand only) in the shape of Pay Order or Cash Receipt from Manager Finance / Accounts Officer PIA, AllAP Lahore is mandatory to be attached with the Technical bid.

02. Tender form can also be downloaded from PIA Web Site i.e. www.piac.com.pk in PIA for Business Link / Active Tenders.

03. Participant must be registered with Sales Tax authorities. NTN,GST / PST No. must be quoted © of NTN,GST / PST Registration must be attached with the Tender.

04. All participants are required to specify all taxes/PST separately if apply.

05. Participants are also required to submit Rs = 50,000/- (Rupees Fifty Thousand Only) as Bid Security in shape of Cash Receipt / Pay Order or Bank Draft in favor of PIA to be attached with the Financial bid (refundable to non-qualified parties).

06. Successful bidder will also be required to submit Rs. 200,000/- (Rupees Two Hundred Thousands only)as security deposit money after receiving the “Letter of Intent” (Refundable after completion of contract).

07. Company profile to be attached with the Technical bid.

08. All participants must quote one rate for the cities against vehicles mentioned which must be firm and final in all respect.

09. Penalty would be imposed in case contractor fails to provide the services on time which will be covered from the earnest/security money.

11. Payment terms are net thirty days (NTD) after providing the services and submission of bill as per the FBR/PPRA Regulations.

12. Quotations must be valid for 90 days. And rates would remain firm & final for the whole contract period.

16. All Route Permits and Toll taxes etc. will be the responsibility of contractor.

Tender Documents are also available at PIA/EPADS/PPRA websites: www.piac.com.pk & www.ppra.org.pk

Authorized Signature: _____

Supplier Seal & Designation. _____

Date: _____

REF: LHE/SCM/TRANSPORT/2025/01**SINGLE STAGE – TWO ENVELOP BIDDING PROCEDURE WILL BE FOLLOWED AS UNDER:**

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial proposal and the Technical proposal;
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids so as to ensure that the contract may be awarded within bid validity period. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders.
- (vii) The bid found to be the lowest evaluated bid shall be accepted however PIA do not pledge themselves to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations, divide business among more than one Party or accept the tenders at rates on lowest individual items or extend the date of opening with assigning reason and as per PPRA Rules. All other terms & conditions shall remain unchanged.

(To be submitted on Rs. 100 Stamp Paper Or Letterhead)

Manager SCM
PIA Complex AIIAP,
Lahore.

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 # _____

N.I.C. # _____

Seal _____

Date _____

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.

TECHNICAL EVALUATION CRITERIA

Total Marks Allocated – 100

Minimum Qualifying Marks – 75

S/N	Technical Evaluation Criteria Details	Marks Allocated
01	Company Experience	15 Marks
	More than 10 years	15
	Less than 10 years but more than 5 years	10
	Less than 05 years of experience	05
02	Projects & Clientele	10 Marks
	More than 03 or more similar nature contracts	10
	Less than 03 but more than 01 contract	05
	Having 01 contract	03
03	Turnover / Revenue	15 Marks
	Turnover more than 05 Million PKR per year	15
	Less than 05 Million PKR per year but more than 02 Million	10
	Less than 02 Million PKR of Turnover per year	05
04	Workshop Facility	20
	Full-fledge facility including engine overhaul	20
	Only preventive maintenance is available	10
	No maintenance is available	No Mark
05	Litigation History	20
	Having no litigation record	20
	Having two or less pending court cases	10
	Having more than 02 pending court cases	No mark
06	Personnel Experience	20
	Having more than 10 technical personnel / technicians / drivers	20
	Having less than 10 technical personnel / technicians / drivers	07

Agreement No: _____

Date: _____

DRAFT AGREEMENT

This AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED (PIACL) a public limited company incorporated, governed and operating under the laws of Pakistan whose Head Office is at PIACL Building, Jinnah International Airport, Karachi, Pakistan (hereinafter called "PIACL") AND M/s. _____ having its registered office at _____ (hereinafter called the "The Contractor") of the other part.

WHEREAS, the PIACL required services of transportation for layover Pax/cargo from Allama Iqbal International Airport Lahore to different cities on "As & when required basis".

And whereas Contractor has offered the provisioning of transport/buses/vehicles as precisely described in the attached "Schedule A" (integral part of the agreement) thereof for each category of vehicle required and whereas the contractor has represented to and assured PIACL that it has capability to arrange & provide desired / required buses/vehicles by PIACL, and whereas PIACL has accepted the offer extended by the contractor upon terms and conditions set herein below:

NOW THIS DEED WITNESSTH AS UNDER:

ARTICLE – 1: TERMS OF THE AGREEMENT

This agreement is valid for one year effective from _____ and remains valid till _____, unless sooner terminated under the provision of this Agreement. The first term agreement is also extendable by PIACL, if deemed necessary, subject to PIACL requirements for another two (02) years or any term less than it on the same rates, terms and conditions in writing.

ARTICLE – 2: TERMINATION OF THE AGREEMENT

- a. That either party may terminate the contract by serving upon the other party a notice in writing of 90 days through registered mail without assigning any reason thereof after clearing and making all the due payments, outstanding bills, demands and claims / settlement of liabilities to each other.
- b. PIACL may terminate this contract at any time during the period of contract with immediate effect / forthwith, by serving upon the contractor a written notice through acceptable means of communication on the breach and defaults committed by the Contractor or for any other reason.

ARTICLE – 3: SCOPE OF WORK

- a) Duty officer on PIACL will talk to Contractor regarding the availability of the transport via email OR phone and shall maintain a register for this purpose and write the response from the Contractor, either transport is available or not, with date, time, any special remarks.
- b) If Contractor refuses, the refusal entries from the Contractors should be recorded in register with date, time, and refusal reason followed by a formal email to Contractor for record purpose.
- c) Once Contractor accepted / acknowledge for the transportation, he will make the transport vehicle at AllAP Lahore. Then duty officer on PIA will onboard baggage on Contractor's provided Vehicle at AllAP Lahore.
- d) PIA duty officer will maintain record of such onboard baggage with details, reason of provision of surface transportation, authority emails.
- e) Contractor will transport baggage by its own transport from AllAP Lahore to Destination city/airport.

- f) Contractor vehicle must be fit for providing services, neat & clean interior, hygiene, and mosquito/bugs free.
- g) The Contractor transport driver must be in possession of valid driving license and vehicle documents and he must drive the vehicle safely & smoothly.
- h) The Contractor shall at its own cost maintain its vehicles while provisioning services under this agreement and the Contractor shall bear all expenses, tolls, taxes, penalties, etc. for the transportation of cargo.
- i) Contractor vehicle driver / helper must be wearing neat & clean clothes; they themselves should be hygiene, neat & clean, good mannered, honest & courteous.
- j) Contractor or its employees shall in no case be considered the co-partner, or employees of PIACL neither they will act like that.
- k) The wages, any fringe benefits, allowances of Contractor's staff whatsoever shall be sole liability of the Contractor and shall be governed under labor laws of Pakistan. Such remunerations shall be paid by Contractor him/herself directly to his/her employees without involving PIACL.
- l) Contractor will submit its invoices/bills to PIACL SCM Lahore.
- m) Wrong invoicing/billing/overbilling shall be subject to deletion/deduction of said amount from bill by Finance Lahore.
- n) The verified invoices/bills Manager SCM Lahore along with supporting documents and relevant ERP approved documents will be sent to PIACL Finance Manager Lahore for payments to the Contractor.

ARTICLE – 4: PRICES/RATES

PIACL agrees to accept the transport services for specified routes against specified vehicle/s as per agreed rates described in the annexed Schedule/s. These rates shall include Income tax/withholding taxes etc. and any other charges / taxes (Except PST) required to be paid on any services performed under this Agreement and shall remain firm and final for the duration of this Agreement which shall not be enhanced by the contractor on any account whatsoever. Similarly, benefit of all Federal Provincial or Local government taxes, withdrawn from the existing taxes, after the price quoted in the tender will be passed on to PIACL by subtracting them from the bills / invoices. While all the toll taxes/ fines etc. will the responsibility of contractor.

ARTICLE – 5: PAYMENT

Payment in respect of transport services shall be made by Finance Manager PIA, District Sales Office, Egerton Road Lahore within 30 days of the submission of the pre-receipted / certified bills. The payment(s) shall be made to the contractor after satisfactory procurement of services which will be verified by the relevant official (s) of PIACL and subject to deduction of all required Government taxes or fees levied by any Federal / Provincial Government or its authorities. In case of any deviation from contract/poor performance for any reasons a penalty of PKR 10,000/- per case will be imposed & will be deducted from the respective bill/invoice or any other means.

ARTICLE – 6: Performance Guarantee as SECURITY DEPOSIT

Prior to the signing of this Agreement the Contractor shall deposit in cash receipt 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 refunded 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 amount through different modes and methods provided under the applicable laws.

ARTICLE – 7: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this Agreement, PIACL shall be entitled to deduct such amount from the pending bills of the Contractor or shall recover through any other means.

ARTICLE – 8: MODE / REQUIREMENT OF TRANSPORTATION

Supply Chain Manager or any responsible officer of SCM shall be authorized to ask contractor for arranging transportation (on mobile for quick response) against requirement & contractor shall be bound to arrange/provide transport (suitable/cleaned & road worthy vehicle/s) within 01 Hours after the intimation/call.

ARTICLE 10: INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless PIACL, its officers and agents from and against 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 services under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall not be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc are proven to have been attributed beyond doubt solely to the Contractor.

Article 11: WARRANTIES AND INSURANCE

The Contractor warrants PIACL that its services are free from defects in workmanship and materials. If examination shows that this warranty has not been met, the contractor will either reprocess or make a reasonable allowance, with the prior written consent of PIACL. The foregoing warranty is the sole warranty made, and shall exclude any other warranty whether written or oral, express or implied. No representative of the Contractor is authorized to make any further warranty.

ARTICLE 12: INSOLVENCY AND BREACH OF CONTRACT

Should the contractor be adjudicated insolvent or made to enter into any agreement for composition with creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement not herein specifically provided, PIACL 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 PIACL for any extra expenses which might incur but it shall not be entitled to any gain or compensation from PIACL. It may also lead to blacklisting of the contractor in case of breach of agreement illegitimately.

ARTICLE 13: SEVERABILITY

If any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions which shall nevertheless remain binding and effective between the parties.

ARTICLE 14: SCHEDULE

For all intents and purposes, the schedule "A" 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(s) or other part of the Agreement shall be deemed to be violation of this Agreement on the part of the contractor.

ARTICLE 15: FORCE MAJEURE

Except as provided under this Agreement neither party shall be liable for any failure or delay in performing their obligation(s) due to any cause beyond its reasonable control including without limitation, fire, act of public enemy, war, rebellion, insurrection, accident, disease, road blockages of VIP movement etc, act of God, act of state or of the judiciary. The parties shall, however, inform each other in such an event at the earliest opportunity.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

ARTICLE 16: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Contractor or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or PIACL, for showing or for bearing to show favor of disfavor to any person in relation to his or any other agreement as aforesaid shall subject the Contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by Managing Director, PIACL as damages and the decision of the said Managing Director in this respect shall be final and binding on the contractor.

ARTICLE 18: ASSIGNMENT AND EXCLUSIVITY

The Contractor Shall not sublet, transfer or assign this Agreement to any other party without prior written Permission of PIACL.

If the contractor assigns this Agreement to any other party wholly or partly in contravention of this Article, PIACL in its discretion may terminate this Agreement and / or blacklist or debar the Contractor for future to execute any contract with PIACL.

ARTICLE 19: WAIVER

The Failure either party at any time to require the performance by other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either of the party or 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.

ARTICLE 20: Confidentiality

The Contractor shall keep confidential any Confidential Information obtained from PIACL, or any of its affiliates under or in connection with this Agreement and shall not divulge the same to any third party without the prior written consent of PIACL. Such Confidential Information will only be used by the Contractor in connection with the performance of obligations under this Agreement.

ARTICLE 21: ARBITRATION and GOVERNING LAWS

All matters of dispute or differences arising out of the agreement, the settlement of which is not otherwise specifically provided in the agreement, shall be resolved in accordance with the Arbitration Act,1940 . The Managing Director, PIA, or his nominee shall act as sole arbitrator whose decision shall be final and binding. The services under this agreement shall continue during the proceedings before the said authority and no payment due to or payable by PIA shall be withheld on account of such proceedings. The seat of the arbitration shall be at PIA Head Office Karachi. The governing law of this agreement shall be the Laws of Pakistan, whereby the parties hereto agree to the exclusive jurisdiction of the Courts in Karachi to try any matter arising out of this agreement.

ARTICLE 22: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

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

ARTICLE 23: CORRESPONDANCE

The Contractor will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of PIA or otherwise except the Manager Supply Chain Management Lahore regarding any matter arising from this or any other Agreement with PIA. The Contractor may carry on correspondence with the designated officials of the User Department.

ARTICLE 24: NOTICE

All notices, requests and demands given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile or email at the addresses set forth below:

Manager SCM LHE

CONTRACTOR

SCM Section, PIA Complex,
AllAP, Lahore._____
_____E-mail: lheppk@PIACL.aero

Email: _____

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY, MONTH AND THE YEAR MENTIONED
HEREINABOVE

For and on behalf of PIA**For and on behalf of Contractor**

Sign & Seal: _____

Sign& Seal _____

Name: _____

Name: _____

Designation: _____

Designation: _____

WITNESS- 1:**WITNESS-1:**

Signature: _____

Signature: _____

Name (in Block letters): _____

Name (in block letters) _____

CNIC No: _____

CNIC No: _____

Address: _____

Address _____

WITNESS- 2:

Signature: _____

Name (in Block letters): _____

CNIC No: _____

Address: _____

WITNESS-2:

Signature: _____

Name (in block letters) _____

CNIC No: _____

Address _____