

INVITATION OF TENDER

REF: LHE/ SCM/TRP/01/2021

REQUIREMENT OF A FIRM FOR THE HIRING GUESTS/BAGGAGE SURFACE TRANSPORTATION SERVICES AT LAHORE TO/FROM OTHER DOMESTIC SECTORS “AS AND WHEN REQUIRED BASIS”.

Pakistan International Airlines Corporation Limited intends to hire the services of renowned / reputed transportation firm for the transportation of Guests / Baggage from Allama Iqbal International Airport (AIIAP), Lahore to different cities / stations for **one year** on “As and When Required Basis” (extendable for another two terms on same rates, terms & conditions basis). Detail of which can be seen on the Schedule for Invitation of Tender attached herewith. As per PPRA Rules and Regulations, all the documents / statements submitted by as Firm / Company for its tender are under Oath. Any document / statement provided, if provided false, miss-stated, concocted, or incorrect any time during or after tenders will result into permanent disqualification and black listing of the Firm / Company / Partners with their names displayed on PPRA website.

Guidelines to Bidders and General Terms & Conditions:

01. Tender fee (Non-Refundable) **Rs. 2,000/-** (Rupees Two thousands only) in the shape of Pay Order or Cash Receipt from Manager Finance / Accounts Officer PIA, AIIAP 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 & copy 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. 30,000/- (Rupees Thirty Thousand Only) as **earnest money** 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. 100,000/- (Rupees One Lac only) as security 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 (Air-conditioned for passengers) 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 pending bills/earnest/security money.
10. Participants to also mention the time required to reach the transport at AIIAP, on receiving the intimation call from authorized officer of PIA.
11. Payment terms are net thirty days (NTD) after providing the services and submission of bill; Income Tax will be deducted at source as per the FBR Regulations.
12. Quotations must be valid for 90 days. And rates would remain firm & final for the whole contract period / contract extension period.
13. Bidders to note that vehicle to move the passengers should be of 2018 or latest model.
14. Standby charges of not utilized vehicle after reaching at parking of AIIAP Lahore will be for Suzuki Bolan/Car/Van PKR=3000/- & all other Vehicles mentioned PKR=9000/-
15. Office / site of the successful bidders will be visited by PIA Officials.
16. All Route Permits and Toll taxes etc. will be the responsibility of contractor.
17. Tender proceedings will be carried out on “Single Stage Two Envelope Basis”.

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

Authorized Signature: _____

Supplier Seal & Designation. _____

Date: _____

TEL NO: 92 - 042 - 99034 - 4310 & 5044

E - MAIL: lhepppk@piac.aero

SCHEDULE FOR INVITATION OF TENDER

TO: M/S. _____

OUR REF: LHE/ SCM/TRP/01/2021

Please drop or send via reputable courier service your sealed quotation / tenders on or before **December 31, 2021** at **10: 00 hrs.** Package of Technical & Financial Bids must be enclosed in Two Package /envelope duly marked as “Proposal for Transportation Tender” in the tender box placed in the SCM Section, PIA Complex Allama Iqbal Int’l Airport (AIIAP) Lahore for the transportation of passengers and cargo from AIIAP to different stations / cities on “As and when Required Basis” which is as follows:

Tender will be opened on same day **December 31, 2021** at **10:30 hrs.** Envelope containing tender, must bear PIA Ref No. and Date of Opening. PIA will not be responsible for any postal delay.

S.No	Cities / Stations	Vehicle Description	Fare in Rupees	S.No	Cities / Stations	Vehicle Description	Fare in Rupees
01	Peshawar via G.T Road	Hino/Nishi Bus or Equivalent		32	Multan (Motorway & G.T Road Separately)	Coaster or Equivalent	
02	Peshawar via Motorway	Hino/Nishi Bus or Equivalent		33	Multan (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent	
03	Peshawar via G.T Road	Coaster or Equivalent		34	Multan (Motorway & G.T Road Separately)	Shahzoor or Equivalent	
04	Peshawar via Motorway	Coaster or Equivalent		35	Multan (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent	
05	Peshawar (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent		36	Multan (Motorway & G.T Road Separately)	Hino/Nishi Bus or Equivalent	
06	Peshawar (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent		37	Multan (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent	

07	Peshawar (Motorway & G.T Road Separately)	Truck 10 wheeler or Equivalent		38	Dera Ghazi Khan (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent	
08	Peshawar (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent		39	Dera Ghazi Khan (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent	
09	Sialkot (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent		40	Dera Ghazi Khan (Motorway & G.T Road Separately)	Hino/Nishi Bus or Equivalent	
10	Sialkot (Motorway & G.T Road Separately)	Shahzoor or Equivalent		41	Dera Ghazi Khan (Motorway & G.T Road Separately)	Coaster or Equivalent	
11	Sialkot (Motorway & G.T Road Separately)	Suzuki Carry or Equivalent		42	Dera Ghazi Khan (Motorway & G.T Road Separately)	Shahzoor or Equivalent	
12	Sialkot (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent		43	Dera Ghazi Khan (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent	
13	Sialkot (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent		44	Bahawalpur (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent	
14	Sialkot (Motorway & G.T Road Separately)	Hino/Nishi Bus or Equivalent		45	Bahawalpur (Motorway & G.T Road Separately)	Coaster or Equivalent	
15	Sialkot (Motorway & G.T Road Separately)	Coaster or Equivalent		46	Bahawalpur (Motorway & G.T Road Separately)	Shahzoor or Equivalent	
16	Faisalabad (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent		47	Bahawalpur (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent	

17	Faisalabad via G.T Road	Hino/Nishi Bus or Equivalent		48	Bahawalpur (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent	
18	Faisalabad via Motorway	Hino/Nishi Bus or Equivalent		49	Bahawalpur (Motorway & G.T Road Separately)	Hino/Nishi Bus or Equivalent	
19	Faisalabad via G.T Road	Coaster or Equivalent		50	Rahim Yar Khan (Motorway & G.T Road Separately)	Hino/Nishi Bus or Equivalent	
20	Faisalabad via Motorway	Coaster or Equivalent		51	Rahim Yar Khan (Motorway & G.T Road Separately)	Coaster or Equivalent	
21	Faisalabad (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent		52	Rahim Yar Khan (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent	
22	Faisalabad (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent		53	Rahim Yar Khan (Motorway & G.T Road Separately)	Shahzoor or Equivalent	
23	Faisalabad (Motorway & G.T Road Separately)	Shahzoor or Equivalent		54	Rahim Yar Khan (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent	
24	Islamabad (new airport) (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent		55	Rahim Yar Khan (Motorway & G.T Road Separately)	Hiace Grand Cabin/ Toyota Hi Roof/ Equivalent	
25	Islamabad (new airport) via G.T Road	Hino/Nishi Bus or Equivalent		56	Lahore Within City (Fares must be quote per Kilometer)	Suzuki Bolan (For Baggage Drop)	
26	Islamabad (new airport) via Motorway	Hino/Nishi Bus or Equivalent					

27	Islamabad (new airport) via G.T Road	Coaster or Equivalent					
28	Islamabad (new airport) via Motorway	Coaster or Equivalent					
29	Islamabad (new airport) (Motorway & G.T Road Separately)	Car Toyota Corolla/ Equivalent					
30	Islamabad (new airport) (Motorway & G.T Road Separately)	Bedford/Mazda Truck or Equivalent					
31	Islamabad (new airport) (Motorway & G.T Road Separately)	Truck 10 wheeler or Equivalent					

SINGLE STAGE – TWO ENVELOPE 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) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders.
- (viii) 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; and
- (ix) 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.

Manager SCM LHE.

(To be submitted on Rs. 100 Stamp Paper)

Manager SCM
Supply Chain Management
Pakistan Intentional Airlines
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 # _____

C.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 / Firm 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, a Company organized and existing under Companies Ordinance 1984 having its Head Office at PIA Building, Jinnah International AirPort Karachi (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 PIA, if deemed necessary, for another two (02) years or any term less than it on the same rates, terms and conditions.

ARTICLE – 2: TERMINATION OF THE AGREEMENT

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement upon giving 90 days written notice to the other party with assigning any reason or cause thereof. However PIA shall have the right to terminate this agreement at any time on poor performance, substandard services or on violation of any provision of this contract by the contractor.

ARTICLE – 3: SCOPE OF WORK

- a) Shift Station Manager or Duty officer on PIA transit cell will talk to Contractor regarding the availability of the transport via email OR phone and if Contractor refuses, the refusal entries from the Contractor should be recorded in register with date, time, and refusal reason followed by a formal email to Contractor for record purpose.
- b) Once Contractor accepted / acknowledge for the transportation, he will make the transport vehicle available at parking of AIIAP Lahore. Then duty officer on PIA transit cell will onboard the passenger & baggage on Contractor's provided Vehicle at parking of AIIAP Lahore.
- c) PIA transit cell officer will maintain record of such onboard passengers with details of their names, ticket numbers, arrival/departure flight, date & sector, reason of provision of surface transportation, authority emails and handling report. He will submit these documents to PIA hotel cell Lahore for further execution of billing process through ERP system.
- d) Contractor will transport passengers by its own transport from AIIAP Lahore to Destination city/airport.
- e) Contractor vehicle must be air-conditioned, neat & clean interior, hygiene, and mosquito/bugs free.
- f) The Contractor transport driver must be in possession of valid driving license, driving & route permits and vehicle documents and he must drive the vehicle safely & smoothly.
- g) 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, fees, etc. for the transportation of passengers/baggage.
- h) Contractor vehicle driver / helper must be wearing neat & clean clothes; they themselves should be hygiene, neat & clean, good mannered, honest & courteous.
- i) Contractor or its employees shall in no case be considered the co-partner, or employees of PIACL neither they will act like that.
- j) 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.
- k) Contractor will submit its invoices/bills to PIA hotel cell Lahore after duly verified by Incharge Transit cell & Shift Station Manger of PIACL for further approval processing in ERP system.
- l) Wrong invoicing/billing/overbilling shall be subject to deletion/deduction of said amount from bill by PIA hotel cell.
- m) The verified invoices/bills by Station Manager PIA Lahore along with supporting documents and relevant ERP approved documents will be sent to PIA 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 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. However, on provision by the contractor of all related Govt. notification and the support of their applicability on him/them or transport services, all taxes/levies such as Sales Tax, Octroi or taxes under any name levied on the transport services by the Federal, Provisional or Local governments, or added to the existing taxes after the prices quoted will be added to the quoted prices and applied accordingly to the bills/invoices. 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 be the responsibility of contractor.

ARTICLE – 5: PAYMENT / RISK PURCHASE

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 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 because of any reasons a penalty of PKR 5,000/- per case will be imposed & will be deducted from the respective bill. In case the service is not up to standard or poor performance or inadequate vehicle or non provision of vehicle or refusal by contractor the transport service may be acquired by PIA from party other than contractor subject to risk purchase and risk purchase amount shall be deducted from contractor pending bills / security deposit.

ARTICLE – 6: EARNEST MONEY / SECURITY DEPOSIT

As all tender participating parties are required to provide earnest money in shape of interest free Pay Order in the name of Pakistan International Airlines Corporation Limited or Cash Receipt (through cash counters/Account Officer PIA) equivalent to amount PKR 30,000/- (Thirty Thousand Rupees Only). The tender winning party/ies will be issued Letter of Intent (LOI) and shall be bound to execute agreement documents within stipulated time prescribed by PIA in LOI otherwise earnest money shall be confiscated by PIA and party/ies shall have no question. On successful execution of agreement documents within stipulated period, the contractor shall provide with agreement documents an amount of PKR 100,000/- (One Lac Rupees Only) as interest free Security Deposit for this contract and PIA shall retain this amount during entire contract period however, upon successful completion of the contract and not further extended or early exist, the security deposit amount will be returned to the contractor after 90 days of contract termination. PIACL shall always have lien to this deposit to recover any amount in case the Contractor fails to comply with any or all provisions of this Agreement or any other extension thereof. PIACL shall have the right to recover / adjust all liabilities of the contractor from the amount deposited / furnished bills by the contractor.

ARTICLE – 7: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this Agreement, then PIACL shall intimate the same to the contractor with supporting reasons and evidence. The contractor shall have a right to review such claim and extend its reservations or acceptance within 15 days of receipt of such intimation. In the event of acceptance PIACL shall be entitled to deduct such amount from the pending bills of the Contractor or ask contractor to pay equal amount to PIA.

ARTICLE – 8: MODE / REQUIREMENT OF TRANSPORTATION

Station Manager / Deputy Station Manager PIA or any responsible officer of PHS (SSM / ASM-T / Transit Cell) shall be authorized to ask contractor for arranging transportation (on phone /mobile for quick response) against requirement & contractor shall be bound to arrange/provide transport (suitable/cleaned & road worthy vehicle/s) at parking of AIIAP Lahore within 01 Hours after the intimation/call.

ARTICLE – 9: CONDITION OF VEHICLES / STANDBY CHARGES

All the vehicles especially passenger busses must of year 2018 or latest brand and must be in sound condition i.e. road worthy, tidy/properly cleaned and staff in tidy clothes with courteous behavior. In case, vehicles not utilized by PIA after the vehicle arrived at parking of AIIAP Lahore, a flat rate standby charges equivalent to PKR 3,000/- for Suzuki Bolan/Car/Van and PKR 9,000/- for other vehicles, whatever the case may be, will be paid to the contractor.

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 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: 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 beach 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 – 12: 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 – 13: 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.

ARTICLE – 14: 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 – 15: INTEGRITY PACT / DISCLOSURE CLAUSE

Declaration of Fees, Commissions and Brokerage Etc. Payable By The Contractors, Vendors, Distributors, Manufacturers, Contractor & Service Providers Of Goods, Services & Works _____ the Seller / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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.

ARTICLE – 16: 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 – 17: 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 – 18: 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 – 19: 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 Procurement & Logistics 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 – 20: 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

P&L/SCM Section, PIA Complex,
AIIAP, Lahore.

E-mail: lhepppk@PIACL.aero

CONTRACTOR

Email: _____

ARTICLE – 20: APPLICABLE LAW

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

ARTICLE – 21: GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- b) The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Lahore.
- c) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. District Manager PIACL or his nominee shall be 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.

ARTICLE – 22: PPRA ACT & RULES

PPRA Act & Rules shall be followed, in true letter & spirit, in the process of awarding contract.

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:

Signature: _____

Name (in Block letters): _____

CNIC No: _____

Address: _____

WITNESS:

Signature: _____

Name (in block letters) _____

CNIC No: _____

Address _____