

INVITATION TO BID

Hiring of Transport Services for Cockpit Crew & Aircraft Engineers at Karachi, Lahore & Islamabad Stations.

(Ref: GMCM/Trnspt/Cockpit Crew & A-E/KHI-LHE-ISB/01/24)

Pakistan International Airlines Company Limited, the national flag carrier, invites sealed bids from companies/ firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for Hiring of Transport Services for Cockpit Crew & Aircraft Engineers at Karachi, Lahore & Islamabad Stations.

Bidding documents, containing detailed terms and conditions, etc. are available electronically and can be downloaded from PIA Website www.piac.com.pk as well as from E-PADS PPRA web site <https://eprocure.gov.pk/#/auth/login> free of cost. Bidders need to get registered at E-PADS (PPRA) to access the tender document and other relevant information including electronic bid submission. Price of the bidding documents is **PKR 10,000** (non-refundable) to be submitted through a pay order in the name of PIACL along with technical proposal.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS on or before **22-04-2024 at 1030 Hrs (PST)**. Bids will be opened on the same day at **11:00 Hrs** through EPADS.

Bidders MUST submit their bids through E-PADS, Manual submission of bid without E-PADS electronic bid is NOT allowed. The original Pay Order for Tender Fee (with Technical Proposal) and for Bid Security (with Financial Proposal) MUST be submitted along with manual proposals to **GM Contract Management Supply Chain Management Department, PIA Head Office, Karachi**, as per above mentioned date & time.

PIACL reserves the right to reject any or all bids or cancel the tender process at any stage in line with PPRA rules.

GM Contract Management
Supply Chain Management Department,
PIA Head Office, Karachi.
Ph: 021 9904 4216, 9904 3081
E- mail: gm.cm@piac.aero,
contract.administration@piac.aero

Ref: GMCM/Trnspt/Cockpit Crew & A-E/KHI-LHE-ISB/01/24

M/S _____

Sub: Hiring of Transport Services for Cockpit Crew & Aircraft Engineers at Karachi, Lahore & Islamabad Stations.

Dear Sirs,

We are pleased to invite your sealed tenders for the services/ items listed in the attached schedule (s). In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender / supplies/ services are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to GM Contact Management, Supply Chain Management Department, PIA Head Office, JIAP Karachi latest by **22-04-2024 till 1030 Hrs.** 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 latest by **10:30 hours** on the specified date. You may also send your tenders through registered A/D mail addressed to GM Contact Management, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours on the same day** in the presence of tenderers.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays.

3. **Bidders are required to submit a Pay Order of Rs. 10,000/- (Not Refundable) as tender fee along with Technical Proposal.**

B) BID SECURITY (For Local Bidders Only)

The tender should be accompanied by a Pay Order of **PKR 3,000,000.00** 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. Bid Security 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.

C) PERFORMANCE GUARANTEE (For Local Bidders Only)

The successful bidder(s) upon award of Contract will be required to furnish Performance Guarantee in the amount equivalent to 10% of total base value of the contract as interest free Security deposit in shape of Pay Order / Bank Guarantee. The Bid Security already held can be converted into Performance Guarantee and balance amount if any shall be deposited as above.

Note: Bidders must claim their deposit refund (Bid Security/Performance Guarantee) within 180 days of the financial bid opening (if rates are higher side) or completion of contract period/project (in case awarded) or in case of any earlier termination. The time barred CRs (receipts)/refund cases shall not be processed.

D) INSTRUCTION TO BIDDER**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 “TECHNICAL” and “FINANCIAL” 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 remained **un- opened** till the completion of tender process.

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 (Local Bidders Only).
- Quote Rates inclusive of GST and other taxes.
- Bid on Prescribed Performa issued by PIA (Schedule-A).
- 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 Bid Security/Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- 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

This Agreement shall be valid for a period of One (01) year, extendable for further two terms of one year each on same rates, terms and conditions, subject to the requirement of PIACL and / or satisfactory performance of the Contractor through a written consent by both the parties.

Yours truly,

GM Contract Management
Supply Chain Management
PIA Head Office, Karachi
Tel: 021 - 9904 4216, 9904 3081
Email: gm.cm@piac.aero
contract.administration@piac.aero

Ref: GMCM/Trnspt/Cockpit Crew & A-E/KHI-LHE-ISB/01/24

Schedule- A
Option-1

Brand Name _____

Description of Vehicles	Station	Total Qty	Aprox. KMs/ Month / All Vehicles 531, 000	Rate per Vehicle per Month PKR		Total Value Per Vehicle Per Month PKR A+B	Total value of All Vehicles / Month PKR	
				Base Value (A)	Fuel Charges (B)			
1190 to 1300 cc Sedan Air-conditioned Cars, 2019 or Above Model , (Japan Manufactured, Locally Assembled) White color with PIACL branding Logo.	Karachi	18	135,000					
	Lahore	15	112,500					
	Islamabad	27	283,500					
	Base Value per Month (all Vehicles)							
	Base Value per year(all Vehicles)							
	Fuel charges per Month (all Vehicles)							
	Fuel charges per year (all Vehicles)							
	Total value for one year (Base+ Fuel) All Vehicles							
	Applicable Tax on base value for one year (KHI___% LHE___% ISB___%							
	Total Financial Impact for 01 year (Base+ Fuel+Tax) All Vehicles PKR							

Option-2

Brand Name _____

Description of Vehicles	Station	Total Qty	Aprox. KMs/ Month / All Vehicles 531, 000	Rate per Vehicle per month PKR		Total Value Per Vehicle Per MonthPKR A+B	Total value of All Vehicles / Month KR	
				Base Value (A)	Fuel Charges (B)			
1190 to 1300 cc Sedan Air-conditioned Cars, Brand New (Zero Meter) 2024 Model , (Japan Manufactured, Locally Assembled) White color with PIACL branding Logo.	Karachi	18	135,000					
	Lahore	15	112,500					
	Islamabad	27	283500					
	Base Value per Month (all Vehicles)							
	Base Value per year (all Vehicles)							
	Fuel charges per Month (all Vehicles)							
	Fuel charges per year (all Vehicles)							
	Total value for one year (Base+ Fuel) All Vehicles							
	Applicable Tax on base value for one year (KHI ___% LHE ___% ISB ___%)							
	Total Financial Impact for 01 year (Base+ Fuel+Tax) All Vehicles PKR							

Terms & Conditions:

- a) Bidders are required to quote separate rates for Option- 1 & Option-2.
- b) PIA at its sole discretion may select option- 1 or option-2.
- c) All participants are required to mention brand name of the vehicle for which rates are quoted.
- d) Quotations are invited with inclusive of all applicable taxes including Provincial Sales Tax.
- e) In case, the applicable taxes are not mentioned in the quotation, Provincial Tax amount shall be deducted from the base value and financial bid will be compared accordingly.
- f) All prospective bidders are advised to quote OGRA fuel rates Rs. 279.75 per liter for first half of March 2024 for calculation purpose.
- g) Payment for fuel charges will be made on actual distance in Kilometers covered by the vehicles in a month on following calculation.

For 1190 to 1300 cc Sedan Cars 10 KM/Liter (Petrol) x OGRA Fuel price (Total KMs running of vehicle / 10 X OGRA Fuel Price of invoice period)

- h) **Financial comparison of the bidders will be considered on the basis of overall lowest BASE RATES quoted by the bidders for all vehicles.**
- i) PIACL shall have the absolute right to increase or decrease the number of cars at any time, as per its demand or requirement whenever deemed appropriate during the contract.
- j) PIACL shall have also absolute right to re-allocate/transfer the Cars from one station to

another as per its demand or requirement whenever deemed appropriate during the contract period or any extensions. In such case, financial calculation shall be made on actual basis applicable at the new station.

- k) The vehicles shall be available for utilization by PIACL on 24/7 basis at its own discretion in addition to pick up & drop of Cockpit Crew, and Aircraft Engineers. The vehicles shall remain in custody of PIACL all the times during the contract period or extension thereto.
- l) Per day Base Value will be calculated on 30 days basis.
- m) Stamp duty is applicable as per government law

Ref: GMCM/Trnspt/Cockpit Crew & A-E/KHI-LHE-ISB/01/24

S.#	Evaluation Criteria	Allocated Marks	Marks Obtained
A	Company/ Firm Profile		
1	No. of Personnel (Registered with EOBI & Social Security-Lists with payment details to be provided)	10	
	150 to 200	05	
	Above 200	10	
2	Year of establishment of Firm/ Company	10	
	03 years to 05 years	5	
	Above 05 years	10	
3	Previous experience relevant in transport services (with documents)	15	
	Multinational/National Companies 03 years or above)	10	
	Multinational/ National Companies 05 years or above	15	
B	Details of Transport Services		
1	Workshop Facility	10	
	Outsourced/Rented	05	
	Own workshop facility	10	
2	Own Fleet Status	15	
	200 vehicles to 300 vehicles	05	
	Above 300 to 400 vehicles	10	
	Above 400 vehicles	15	
C	Financial standing /status of the firm		
1	Average Income tax paid during last 03 years (attached income tax statement/ Balance sheet /receipt tax challans).	10	
	Income Tax paid Less than 10 million per annum	0	
	Income tax paid Rs. 10 million to 20 million per annum	5	
	Income Tax paid Rs. 21 million to 30 Million per annum	7	
	Income Tax paid above Rs.30 Million per annum	10	
2	Average Annual Revenue (for the last Three Years- Documents to confirm)	15	
	Less than 300 million	0	
	Rs. 301 million to 400 million	05	
	Rs. 401 million to 500 million	10	
	Above Rs.500 million	15	
3	Financial standing of the Firm/ Company- Net worth statement last 03 years audited by Audit Firm (Mandatory)	15	
	Less than 500 million	0	
	Rs. 500 million or above	5	
	Rs. 1000 million or above	10	
	Rs. 1500 million or above	15	
	Grand Total Marks (Qualifying Marks 70)	100	

DRAFT AGREEMENT**Hiring of Transport Services for Cockpit Crew & Aircraft Engineers at Karachi, Lahore & Islamabad Stations**

This AGREEMENT is made on this _____ day of _____ 2024 (Note: *Applicable date will be incorporated in the final agreement to be signed*) BETWEEN the **Pakistan International Airlines Corporation Limited** (“PIACL”), a public limited company incorporated and governed under the laws of Pakistan, having its registered office at PIACL Head Office Building, Jinnah International Airport, Karachi. (Hereinafter referred as “PIACL”) (Which expression shall include the successors, legal representatives and permitted assigns).

And

M/S. _____ (hereinafter referred to as a “**CONTRACTOR**” which expression shall include his partners, legal representatives, heirs, successors and assigns) of the other 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 PIACL advertised tenders for the hiring of **(1190 to 1300 cc) sedan cars with A/C, year 2019 or above Model** (herein after individually and collectively called the “Vehicle or Vehicles”) for transportation for use by PIACL for pick up & drop of **Cockpit Crew, Aircraft Engineers and / or any other official(s) at Karachi, Lahore & Islamabad** stations. These vehicles shall remain in custody PIACL. (*Note: Applicable make and model of car will be incorporated-after the words for the hiring of in first line of this paragraph-in the final agreement to be signed*)

WHEREAS the Contractor has offered the abovementioned required Vehicles to **PIACL** in its bid as per schedule attached on the terms and conditions appearing herein after.

WHEREAS PIACL has accepted the above offer as most advantageous.

NOW, THIS DEED WITNESSED AS

UNDER ARTICLE-1:

SCOPE OF THE AGREEMENT

The contractor shall provide (Note: *Applicable detailed make and model of car with CC will be incorporated in final agreement to be signed*), equipped with tracker system, described in schedule attached herewith and made an integral part hereof to PIACL on its demand at Karachi, Lahore and Islamabad for pickup and drop of entire Cockpit Crew, Aircraft Engineers or any other official (s). PIACL shall have sole discretion on the utilization of these vehicles on 24/7 basis and these vehicles shall remain in custody of PIACL on 24/7 basis.

ARTICLE -2:

TERMS OF THE AGREEMENT

- 2.1 This Agreement shall be valid for a period of One (01) year commencing from _____ and expiring on _____. It shall be extendable for further two terms of one year each on same rates, terms and conditions, subject to the requirement of PIACL and / or satisfactory performance of the Contractor through a written consent by both the parties.
- 2.2 This Agreement may be terminated by either party by giving to the other party a Notice in-writing of Three (03) Months i.e. 90 days as provided hereunder without assigning any reason thereof.
- 2.3 Notwithstanding anything contained in this Agreement, PIACL shall have the right to terminate this Agreement forthwith upon written notice which shall be served through reputable Courier / Registered Post or official email in case of any breach and violation of the terms of the Agreement by the Contractor and or any other reason as a consequence of which the contractor becomes incapable of performing its obligations.
- 2.4 PIACL reserves the right to modify the number, extend, amend, cancel, minimize or add vehicles as may be prescribed by the In-charge MT /General Manger MT, PIACL. The contractor shall be liable to act upon the requirements of PIACL and provide the additional vehicles of the same specification on same rates, terms and conditions for above mentioned requirement of PIACL or decrease the number of vehicles at any time as may be required.

ARTICLE-3:

NOTICES

- 3.1 All Notices for the termination of the Agreement shall be served in writing through reputable Courier / Registered A/D post, on the official letter head bearing the signatures and seal of the representatives of the party serving such notice. For the purpose of service of notice, the following shall be official address of the parties.

PAKISTAN INTERNATIONAL AIRLINE CORPORATION LIMITED

Attention: General Manager (Contract Management)
PIACL Head Office, Karachi Airport,
Karachi.
Email:gm.cm@piac.aero

Copy: General Manager (Motor
Transport) PIACL Head Office,
Karachi Airport, Karachi
Email:gm.mt@piac.aero

CONTRACTOR

Attention: _____
Email: _____

ARTICLE 4: **VARIATION AND AMENDMENT**

4.1 Without prejudice to Clause 2.4 above this Agreement shall not be varied, modified, altered, amended or supplemented etc. except by the mutual consent of the parties in writing.

ARTICLE 5: **CORRESPONDENCE**

5.1 The Contractor shall not correspond with or approach to any officer, authority or person directly or indirectly, whether the staff and / or officer of PIACL or otherwise, except the In-Charge MT / Chief Project Officer/ Contract Management of PIACL regarding any matter arising out of this Agreement.

ARTICLE-6: **CONDITION AND INSPECTION OF A/C VEHICLE**

- 6.1 The Contractor shall be under obligation to provide fully serviceable, roadworthy, and technically sound condition (Note: *Applicable detailed make and model of car with CC, A/C, Color and logo etc will be incorporated in final agreement to be signed*), as described in the attached schedule. Any deviation in this regard shall be treated as breach / violation of the Agreement by the contractor.
- 6.2 As per requirement, any malfunctioning of vehicle and/or its Air conditioning System, shall be treated as breach / violation of the Agreement by the contractor.
- 6.3 All the cost and expenses under this clause shall be borne by Contractor itself before deploying the vehicles for the performance under this agreement and schedules attached thereto.
- 6.4 Chief Project Officer/In-Charge MT and / or their nominee(s) shall have right to check any time the registration and other documents of the cars in order to check their validity. Each driver deployed to drive the vehicle must have a valid HTV / LTV driving license. If an unlicensed driver is found driving vehicles under this Agreement, it shall be treated as breach of this Agreement. The Contractor shall remain responsible for all the actions of the staff deployed by it to perform the duties under this agreement.
- 6.5 All vehicles engaged in the services under this Agreement shall be registered in the name of Company/Contractor and the Contractor shall be in possession of original registration documents and other necessary documents etc.

ARTICLE-7:**OBLIGATIONS OF THE CONTRACTOR / PENALTIES**

- 7.1 The Staff/ Chauffeurs / Drivers engaged in the performance of services under this Agreement shall observe satisfactory disciplinary conduct and should be in presentable / clean uniform. The chauffeurs/drivers shall always be in possession of valid driving license. If any unlicensed chauffeur /driver is found driving car under this Agreement, it shall be treated as a breach of this agreement. Drivers shall be abstained from consumption of alcoholic beverages, drugs, pan, gutka and such like items etc. The drivers shall abstain from talking on cell phones for longer periods of time or playing music without consent of passengers. If any such occurrence is reported while driving vehicles under this Agreement, it shall be treated as breach of this Agreement. A penalty @ **Rs. 5,000/-** per occurrence / per day shall be imposed on the Contractor for any such violation in addition to any other action against him as per this agreement.
- 7.2 All expenses incurred on the maintenance, registration, insurance, fuel and any other expenses/ cost arising out of, relating to and /or in connection with the performance of contractual obligations by the contractor under this Agreement shall be borne by the contractor including toll taxes, space charges, parking/ entry fees charged by PCAA or any other fees/charges of other agencies/departments.
- 7.3 Contractor shall be liable to pay all taxes as may be levied by Federal Government, Provincial Government including provincial Services Tax, PCAA and /or any other local/municipal authority under this agreement or any services performed under this agreement and on vehicles used by contractor under this agreement.
- 7.4 In case of any malfunctioning of any vehicle during operation and/or un-serviceability, a margin of 20 minutes may be given to the contractor for making similar alternative arrangement. In case, alternative vehicle arrives after said marginal time then a fine of @ **Rs. 5,000/-** per incident will be imposed by upon the contractor in addition to any other penal action which PIACL may take to cure the loss or any damage without limitation described under the provision of this agreement. The Contractor will immediately inform concerned M.T Section, PIACL regarding status of vehicles halted in workshop or otherwise on road for necessary repairing/maintenance work and also about the alternative arrangements to mitigate the risk of any loss or damage that PIA may incur in case of this malfunctioning and un-serviceability of the Vehicle.
- 7.5 The contractor hereby undertakes that in the performance of the services under this Agreement, he shall fully, comply with laws pertaining to employment and other matters and further undertakes to assume entire liabilities for the settlement of all claims resulting from and arising out of any injury or death or accident or otherwise at any time to its employees /agents engaged in the performance of services under this agreement.
- 7.6 The contractor hereby agrees that PIACL shall be entitled to recover the amount due against it in any manner whatsoever under this agreement from any amount outstanding against and payable by Contractor to PIACL under this agreement.
- 7.7 Apart from the above, the contractor shall be liable to perform all acts required under the Law and / or otherwise in connection with the provisioning of services under this

agreement.

- 7.8 The drivers must have **at least 05 years' experience** in the respective field post license and shall be utilized in **three (03) shifts pattern** with one off and will not perform duty for more than 16 hours in a shift at one time.
- 7.9 The monthly salaries for drivers hired by the contactor will be in accordance with current minimum wages i.e Rs. 32,000/- Per month rules set by the Federal / Provincial Government for the current / respective year during the contract period.
- 7.10 The Contractor has agreed to provide following documents of the drivers to DGM MT/Incharge M.T. or his Nominee at respective station within 15 days of issuance of LOI. It shall be his responsibility not to change the driver for a definite period of time and in case a new driver is deployed, it shall be the responsibility of contractor to provide documents of such driver and vehicles as mentioned below.
- a) Valid CNIC (Copy)
 - b) Latest Police Verification (Copy)
 - c) Valid Permanent Driving License (Copy)
 - d) Latest Medical Fitness Certificate
 - e) All Contractual employees & Drivers must be vaccinated. The copy of certificate to be provided
 - f) Vehicles Registration documents (Copy)
 - g) Vehicles Insurance documents (Copy)
- 7.11 The contractor shall be required to provide a list of all his employees including drivers, deployed for carrying out obligations of this Agreement within 15 days of issuance of LOI. In any case, the list shall be provided well before the execution of this Agreement.
- 7.12 The Contractor shall be required to register it's all employees **with EOBI, Social Security** and other authorities as may be required and to pay all contributions to EOBI, Social Security and any other authority in respect of its employees as it may be required under the law and original receipts of such contribution paid to the respective authorities must be submitted with monthly bills/invoices which will be returned after verification/payment. Likewise, all the salaries, wages, and or other perks and privileges of whatever nature, of the staff and or employee and or any individual deployed by the contractor, for the performance under this agreement, shall be sole responsibility of the contractor.
- 7.13 Contractor is liable to arrange vehicles and make it operational within the time Limits stipulated in the Letter of Intent (LOI). In case of any delay in arranging of required Vehicles, a penalty of Rs. 10,000/-per vehicle per day will be imposed on the Contractor which will be deducted from the earnest money/bid security and from the monthly bill.
- 7.14 All Labor laws and rules / regulations pertaining to hiring of drivers/staff will strictly be implemented on the employees hired by the contractor to execute the services
- under this Agreement. Any violation in this regard shall be deemed as breach of contract.

- 7.15 All vehicles under this contract agreement must be equipped with First Aid kit & Fire Extinguisher, all other necessary tools and spares of vehicles.
- 7.16 The contractor agrees and accepts that following conditions, if occurred / reported, shall warrant penalty of Rs.5,000/- per breach / per day, unless cured:
- a) Cleanliness of driver with uniform
 - b) Cleanliness of vehicles
 - c) Misbehavior of driver
 - d) Outlook of Vehicles
 - e) Fitness of Vehicles
 - f) Double duty of drivers
 - g) Drivers found using pan, gutka or busy on mobile phone for longer periods, playing music without consent of passenger etc

Above Penalties shall be in addition to the penalties imposed against breeches and violations of the terms of the agreement.

- 7.17 Penalty of Rs.20,000/- per occurrence will be imposed against breach of **Article 5.1 of this Agreement**.
- 7.18 Penalty @**Rs.5,000/-** per vehicle per breach per violation per day will be imposed upon contractor against breach of **Article 6.1 of this Agreement**, in addition to any other right available to PIACL under this Agreement and / or any applicable law.
- 7.19 Penalty @**Rs.5,000/-** per day per vehicle per occurrence will be imposed upon contractor against breach of **Article 6.2 of this Agreement**, in addition to any other right available to PIACL under this Agreement and / or any applicable law.
- 7.20 penalty @ **Rs. 5,000/-** per occurrence / per day shall be imposed on the Contractor for any such violation of **Article 6.4 of this Agreement**, in addition to any other action against him as per this agreement

ARTICLE 8:

PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

- 8.1** The Contractor shall (*“has” instead of “shall” will be incorporated in final agreement to be signed*) deposit (ed) in the form of bank guarantee or Pay Order a sum of Rs. _____ equivalent to **10% of the total Base value of the contract** as interest free Security Deposit, before the signing of this Agreement—with Finance Manager Head Office payment-PIACL. This Agreement shall not be signed and enforced if the contractor failed to pay the security deposit within the time stipulated hereof (Note: Words “This Agreement shall not be signed and enforced if the contractor failed to pay the security deposit within the time

stipulated hereof” shall not be incorporated in final agreement to be signed). PIACL shall always have lien on this deposit to comply any recovery of any amount in case the Contractor fails to comply with any provisions of this Agreement or any extension thereof and if there is any amount outstanding against the Contractor. PIACL shall refund the security deposit after making necessary recoveries / adjustment of any liabilities and outstanding amounts against the Contractor that may have arisen out of this Agreement, in addition to any other remedy available to PIACL under applicable laws. The interest free security deposit shall remain with PIACL up to 03 Months (90 Days) after the termination of agreement or any extension thereof.

ARTICLE -9:

Type of Cars/Vehicle(s)

- 91 1190 to 1300 cc Sedan Air- conditioned Cars, first option Model 2019 or above in excellent condition certified by authorized dealer and second option Model 2024 (Zero Meter) (Japan Manufactured, Locally Assembled) White color with PIACL branding Logo.(Note: *Applicable detailed make and model of car with CC, A/C, Color and logo etc will be incorporated in final agreement to be signed).*

ARTICLE 10:

PAYMENTS AND BILLING

- 10.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be entitled to receive payment upon satisfactory performance of its Contractual obligations on actual services provided from PIACL as under:

Karachi	Rs _____ per month
Lahore	Rs _____ per month
Islamabad	Rs _____ per month

Karachi/ Lahore & Islamabad Stations

Option- 1

60 units of (Manufacturer name make and variant) Cars with AC- Model 2019 (Zero Meter) or above model (White Color with PIA Branding/ Logo)	Base Value per Month (All vehicle)	Fuel Charges per month (All Vehicles)	Total Financial Impact (Base + Fuel) All vehicles Per Month
	Rs. _____	Rs. _____	Rs. _____

Option- 2

60 units of (Manufacturer name make and variant) Cars with AC- Model 2024 (Zero Meter) (White Color with PIA Branding/ Logo)	Base Value per Month (All vehicle)	Fuel Charges per month (All Vehicles)	Total Financial Impact (Base + Fuel) All vehicles Per Month
	Rs. _____	Rs. _____	Rs. _____

(Note: In column 01 above, applicable detailed make and model of car with CC, A/C, Color and logo etc will be incorporated in final agreement to be signed).

Petrol/ fuel cost =17,700 (KMs) x 30 (Days) =**531,000 KM(PM)/10 X**
 OGRA Notified fuel price for the month.

- 10.2. Rate per month is invited on the basis of average KM per month mentioned in the tender schedule, however payment to the contractor for fuel charges will be made on actual distance (KM) covered by the vehicles in the month, duly certified by the user department i.e Flight Operations Department, depending upon the utility of vehicles. DGM / Manager Motor Transport shall verify the distance covered by vehicles in the month and also the contractual obligations, given in this Agreement.
- 10.3. The Contractor shall submit its monthly bill(s) before 5th of next month and

payment shall be made within **20 days** of the receipt of the bill(s)/invoices after verification that the services are being provided as per terms and conditions of this agreement and making adjustments of all dues recoverable from the contractor under this Agreement.

10.5. The adjustment of fuel price upward/downward will be effected accordingly. The petrol price was Rs._____ on the day of tender opening i.e._____.

10.6. In case of additional / extra running, only fuel rate/cost will be paid to the contractor.

10.7. Fuel charges will be paid as per following calculation.

For 1190 to 1300cc (Note: Applicable CC will be incorporated in final agreement to be signed) Sedan Cars @10 KM/Liter (Petrol) x OGRA Fuel price of invoice period

ARTICLE 11:INDEMNITY

11.1 The Contractor shall at its own cost maintain and keep in force, during the validity of this Agreement or any extension hereof, full/comprehensive insurance coverage for vehicles, drivers and other staff, all PIACL employees traveling on board the Contractor's vehicles and hired parties against any claims, including, but not limited to claims under Workmen Compensation Act, the Fatal Accidents Act and any other applicable Law. For any injury, loss or damage, including death, which may arise from the operation of Contractor vehicles under this Agreement.

11.2 The Contractor shall be solely responsible for and all times keep PIACL and / or its employees indemnified and hold harmless against all liabilities, losses, claims, demands, suites, actions and damages, whatsoever arising under any law to any person due to personal injury or death or otherwise whomsoever or any damage to or loss or destruction of any property directly or indirectly arising out of the performance of the contractual obligations by the Contractor, its employees/ agents under this Agreement.

11.3 In case of an accident involving death, personal injury or loss of property to any person not being PIACL employee, PIACL is not obligated to settle any claim in this regard. In any such event, PIACL shall be entitled to be reimbursed forthwith by the Contractor, PIACL shall further entitled to recover any amount paid by it in the settlement of any such claim from any amount or amount payable by it to the Contractor whether under this Agreement or otherwise.

11.4 In case the Contractor is required by PIACL to ply its vehicle during any riots, disturbances, agitation or public disturbances and as a result of such operations any vehicles of the Contractor used for discharging its obligations is damaged or destroyed, the Contractor shall not be entitled to be reimbursed by PIACL for the damage /loss it sustained as the same shall be covered by insurance maintained by Contractor.

ARTICLE-12: COORDINATOR

- 12.1 PIACL in its discretion may appoint from its employees as Coordinator(s) at Karachi, Lahore and Islamabad Airports and / or Motor Transport Officer who will Coordinate with the Contractor and also monitor the transportation services provided by the Contractor. The contractor shall be under obligation to fully cooperate with them for smooth and timely provision of services under this Agreement.

ARTICLE-13: NO BROKER

- 13.1 It is understood and agreed that no Broker have participated in the bringing the parties together or in the negotiations, and preparation of this agreement and coordinator hereby warrants that price of the subject matter of this Agreement hereby has not been enhanced or increased to accommodate directly and or indirectly any commission of fee to any person or entity whomsoever. Contractor agrees to indemnify and hold harmless PIACL from and against all claims, demands, liabilities, damages, losses and judgments which may be suffered by accrued against, charged to or are recoverable from PIACL and which arises out of Contractor's action or negotiations with or in respect to Brokers/Agents.
- 13.2 Notwithstanding anything contained herein above, in the event that at any future date it is established that such commission and / or fees of any kind have been made by Contractor to any Brokers, Agents, persons or entities whatsoever, such a sum shall be refundable immediately to PIACL without prejudice to any other, rights or remedies of PIACL.

ARTICLE 14: INSOLVENCY AND BREACH OF CONTRACT

- 14.1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be wind up either compulsorily or voluntarily or commit any breach of this Agreement (not herein specifically provided), PIACL shall, have the right to declare this agreement terminated forthwith in which case the Contractor shall be liable to the confiscation of the security deposit and to pay the PIACL for any extra expenses which it might incur but it shall not be entitled to any gain of compensation from PIACL.

ARTICLE 15:

MISCELLANEOUS

This Agreement embodies the entire Agreement between the parties and supersedes any and all prior Agreements, understandings, and undertakings relating to the subject.

- 15.1 The contractor warrants that it is a Bonafide and independent legal entity, working in its own name accounts 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 PIACL.
- 15.2 The Contractor shall not sublet, transfer or assign this agreement to any other party without the prior written permission of PIACL.
- 15.3 Titles are inserted in this agreement for the purpose of reference and convenience and in no way define, limit or describe the scope of intent of this agreement and or not to be deemed an integral part thereof.
- 15.4 The failure of either party at any time require the performance any and condition of this agreement, shall no way effect the right of that party, thereafter, to enforce the same at any subsequent stage.

ARTICLE 16:

GOVERNING LAW & DISPUTE RESOLUTION

- 16.1 This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- 16.2 The parties agree & submit themselves to exclusive jurisdiction of the courts at Karachi.
- 16.3 If any question, dispute or difference arises between the parties under this Agreement, either party may give a reasonable notice to the other party in writing of the existence of such question, dispute or difference specifying its nature and point at issue for conciliation, failing which the matter may be referred to Arbitrator nominated by CEO PIACL in accordance with provisions of Arbitration Act 1940 or any statutory or the re-enactment thereof for the time being enforced. Seat of the arbitration shall be at Karachi and the parties agree to the exclusive jurisdiction of the courts in Karachi.

Article -17:

Force Majeure

- 17.1 Except as provided under this agreement neither party shall be liable for any failure or delay in performance other than their obligation if such is caused due to act of public enemy, ear rebellion, insurrection, act of God and act of state.

IN WITNESS WHEREOF

The Parties herein to set their hands

on the day, Month and the
year Mentioned Herein Above

For and on behalf of Pakistan
on behalf of International Airlines Corporation Ltd

For and
Contractor

Signature & Seal _____
Name _____
Designation _____

Signature & Seal _____
Name _____
Designation _____

WITNESS:

Signature _____
Name _____
C.N.I.C. _____
Address _____

WITNESS:

Signature _____
Name _____
C.N.I.C. _____
Address _____

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works _____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

(To be submitted on Rs. 100 Stamp Paper)

General Manager Contract Management
Supply Chain Management Department
Pakistan International
Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our/my tender for supply/Services of _____ to PIACL is approved and accepted:
2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expense 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 PIACL 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 PIACL the Bid Security/Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address

Phone /Fax# _____

CNIC _____

Seal _____

Date _____

Email Address: _____