

REF:GM(P)/CAC/CONT-05/Cabin Crew/KHI-LHE-ISB/18

M/S\_\_\_\_

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Sub: **Hiring of Transport Services for Cabin Crew at KHI –LHI-ISB Station**

Dear Sirs,

We are pleased to invite your sealed tenders for the Contract mentioned above. In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender/ supplies are given below:-

A) **SUBMISSION OF TENDER**

1. You are required to send your tenders addressed to General Manager Procurement, PIA Procurement & Logistics Building JIAP Karachi latest by **22-10-2018 by 1030Hrs.** The tenders may be dropped in the tender box marked as “Tender Box Commercial Purchases” placed at the entrance of the PIA Procurement & Logistics Building latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Procurement, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & times shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Procurement in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs.3000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) **EARNEST MONEY** (Local Bidders)

The Tender should be accompanied a Pay Order payable (valid for 90 days from the date of tender opening) equivalent to 2 % of total bid value in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

C) **SECURITY DEPOSIT** (Local Bidders)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (pay order) in the amount equivalent to 5% of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

D) **PREPARATION OF TENDER** “Single Stage Two Envelope Basis”

The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “FINANCIAL” and “TECHNICAL” proposal.

On the given tender opening date only “Technical Proposal” will be opened in the presence of tenderers available.

The “Financial Proposal” shall be shown to the parties but will be retained with PIA without being opened.

After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.

PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.

Financial Proposals of the technically not-acceptable bids shall be returned *un-opened* to the respective bidders.

## E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA’s requirements with Technical Specifications are given.

Bidders MUST:

Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate).

Quote Rates, GST, and other taxes separately.

Bid on Prescribed Proforma issued by PIA.

Affix the company seal on all tender documents.

Mention clearly Tender Reference on TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE, BEARING COMPANY’S STAMP

## F) PREPARATION OF TENDER – FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

Schedule “A” duly filled in, signed and sealed.

Original Pay Order for Earnest Money.

Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.

The outer cover should bear address of the General Manager Contracts & Agreements, PIA P&L Building, Karachi Airport and reference number of the tender with opening date of tender.

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 90 days.

H) Duration of Contract

Contract will be awarded for the period 03 years.

General Manager Procurement

Address: Supply Chain Management,

PIA Head Office, Karachi.

Ph: 021 9904-4423- 3081, 9904 4101

Email: [khijzpk@piac.aero](mailto:khijzpk@piac.aero) [contract.administration@piac.aero](mailto:contract.administration@piac.aero)

**Enclosed:** *Schedule A*

*SLA Draft*

*Evaluation Criteria*

*Integrity Pact*

Undertaking to Execute the Contract

## Tender Schedule

**Ref : Cabin Crew Transportation 2018**

### **TRANSPORT SERVICES (PICKUP/DROP) OF CABIN CREW (OPERATING/SOPPY/STANDBY/HOTEL & BRIEFING CREW (only 03 per shift))**

#### **Option 1**

Vehicles	Station	Qty	Aprox KMs/ Day / All Vehicles	Approx Flight Per Day (Dep/Arrv)	Rates per Vehicles (Rs)		Total Value Per Vehicle Per Month	
					Base Value (A)	Fuel Charges (B)		
ToyotaHi-Ace (Micro Van) Dural A/C, Latest Model Band New, Zero Meter, white color with PIA branding Logo.	Karachi	28	8,000	58				
	Lahore	17	4,533	36				
	Islamabad	25	7,980	51				
	Total Value Per Month							
	Total Value Per Year							
	Total Amount Value (Three years)							

Diesel Rates

Petrol

### **TRANSPORT SERVICES (PICKUP/DROP) OF CABIN CREW (OPERATING/SOPPY/STANDBY/HOTEL & BRIEFING CREW (only 03 per shift))**

#### **Option 2**

Vehicles	Station	Qty	Aprox KMs/ Day / All Vehicles	Approx Flight Per Day (Dep/Arrv)	Rates per Vehicles (Rs)		Total Value Per Vehicle Per Month	
					Base Value (A)	Fuel Charges (B)		
Micro Van Dural A/C, Reconditioned 03 years old, unregistered, fresh import (Japanese) , white color with PIA branding Logo.	Karachi	28	8,000	58				
	Lahore	17	4,533	36				
	Islamabad	25	7,980	51				
	Total Value Per Month							
	Total Value Per Year							
	Total Amount Value (Three years)							

Diesel Rates

Petrol

**TRANSPORT SERVICES (PICKUP/DROP) OF CABIN CREW**  
**(OPERATING/SOPPY/STANDBY/HOTEL & BRIEFING CREW (only 03 per shift))**

**Option 3**

Vehicles	Station	Qty	Aprox KMs/ Day / All Vehicles	Approx Flight Per Day (Dep/Arrv)	Rates per Vehicles (Rs)		Total Value Per Vehicle Per Month	
					Base Value (A)	Fuel Charges (B)		
Toyota Hi-Ace (Micro Van) Dual A/C, 2015 Model, Good Condition, white color with PIA branding Logo.	Karachi	28	8,000	58				
	Lahore	17	4,533	36				
	Islamabad	25	7,980	51				
	Total Value Per Month							
	Total Value Per Year							
	Total Amount Value (Three years)							

## **DRAFT AGREEMENT**

### **Cabin Crew (2018-21)**

This AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 BETWEEN the **Pakistan International Airlines Corporation Limited** (“PIACL”) a public limited company incorporated and governed under the laws of the Pakistan having its head office at PIACL Building, Karachi Airport, Karachi. (hereinafter referred as “PIACL”) (which expression shall include the successors, legal representative and permitted assigns) And M/S. \_\_\_\_\_ (herein after referred to as a “CONTRACTOR” which expression shall include his partners, legal representative, heirs, successors and assign) 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 invite tenders to hire \_\_\_\_\_ vehicle of Latest Model, Brand New, Zero Meter Micro Vans **OR** 2015 Model Micro Vans in Good Condition **OR** 03 years old reconditioned Micro Vans fresh import and unregistered (herein after individually and collectively called the “Vehicle or Vehicles”) for transportation (Pickup Drop) of entire **Cabin Crew at Karachi, Lahore & Islamabad** stations.

**WHEREAS** the Contractor has offered the above mentioned required Vehicles to **PIACL** as per schedule attached on the terms and conditions appearing herein after. Whereas PIACL has accepted the above offer.

#### **NOW, THIS DEED WITNESSED AS UNDER**

#### **ARTICLE 1:**

#### **SCOPE OF THE AGREEMENT**

- 1.1 The contractor shall provide the vehicles (Micro Vans), with dual A/C system, 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 Cabin Crew on duty including **operational, soppo standby and Hotel Crew and Briefing staff (not more than 03 per shift) on duty of the PIACL.**

#### **ARTICLE -2**

#### **TERMS OF THE AGREEMENT**

- 2.1 This Agreement shall be valid for a period of One (03) year commencing from \_\_\_\_\_ and expiring on \_\_\_\_\_, provided that PIACL may in its sole discretion increase the contract period (Fifteen) 15 days before its expiry on the same terms & Conditions.
- 2.2 This Agreement may be terminated by either party by giving to the other a Notice in \_\_\_\_\_ writing of Three (03) months (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 Registered post or facsimile in case of any breach of Agreement by the Contractor and or any other reason as a consequence of which the contractor becomes incapable of performing its obligations.
- 2.4 PIACL reserve the right to modify, extend, amend, cancel minimize or add Vehicles as may be prescribed by the In-charge MT /General Manger MT PIACL if any required, the contractor shall be liable act upon the requirement 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.

## **ARTICLE-3**

### **NOTICES**

- 3.1 All Notices for the termination of the Agreement shall be served in writing through 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**

Attention : General Manager (Procurement.)

PIA Head Office, Karachi Airport,  
Karachi.

Copy: General Manager/ In-Charge (M.T.)

PIA Head Office, Karachi Airport,  
Karachi.

### **CONTRACTOR**

Attention: \_\_\_\_\_  
\_\_\_\_\_

## **ARTICLE 4:**

### **VARIATION AND AMENDMENT**

- 4.1 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 any officer, authority or person directly or indirectly, whether the staff and officer of PIACL or otherwise except the In-Charge Manager MT / **General Manager (M.T.)/ General Manager (Procurement)** of PIACL regarding any matter arising out of this Agreement.

## **ARTICLE-6**

### **CONDITION AND INSPECTION OF A/C VEHICLES**

- 6.1 The contractor shall be under obligation to provide fully serviceable, roadworthy and technically sound condition Dual A/c Micro vans described in the attached schedule and any deviation in this regard shall be treated as breach/ violation of the Agreement by the contractor. The contractor shall be liable for payment of penalty @ **Rs.5,000/-** per vehicle per breach/violation in addition to any other right available to PIACL under this Agreement and / or any applicable law.

- 6.2 The General Manager MT, relevant Manager Transport and or their nominee (s) shall have right to check the documents for the hired Dual A/c Micro Vans and documents of their drivers in order to check their validity. Each driver must have a valid HTV/LTV driving license deployed to drive the vehicle. If an unlicensed driver is found driving A/c Micro Vans under this Agreement it shall be treated as breach of this Agreement. A Fine @ **Rs.5,000/-** per occurrence shall be imposed on the Contractor for any such violation in addition to any other action against him as per this agreement or otherwise.
- 6.3 All Micro Vans/vehicles to be deployed and use by the contractor for the performance of its contractual obligation shall be inspected by PIACL Manager Motor Transport at least seven days before the commencement of the operation. The contractor undertakes to make arrangement for such inspection and no Van (s) will be deployed for rendering transportation services without the clearance of the In-Charge MT/ Manager Motor Transport. Contractor is also liable to arrange inspection of vehicles in the MT Section once in the end of every month.
- 6.4 No vehicle shall be put in operation without prior inspection and approval of the MT Manager and any other representative may be nominated.

## ARTICLE-7

### OBLIGATIONS OF THE CONTRACTOR

- 7.1 Transportation required as per agreement provided by the contractor shall be (Toyota Hi-Ace) Brand New Latest Model zero Meter OR (Toyota Hi-Ace) reconditioned 03 years old (2015) model, unregistered and fresh import subsequently registered in the name of contractor fully Dual Air conditioned, equipped with tracker system OR 2015 Model Toyota Hi-Ace registered and in Good Condition.
- 7.2 The contractor shall provide Transportation/vehicles as per agreement and schedules attached thereto within 20 minutes of the demand made by the representative of PIACL for pickup and drop of Cabin Crew.
- The Contractor shall be liable to provide transport services for Cabin Crew of PIACL in terms of this Agreement without delay. In case of any delay in the departure of flight due to late pickup of Crew a fine of **Rs.5,000/- per minute** shall be imposed on the contractor in addition to other action permissible under this agreement or otherwise.
- The Crew must be dropped at airport 2hrs before the departure of the flight in case of wide body aircrafts flights and 01 hrs and 30 minutes in case of narrow body aircrafts.
- 7.3 The contractor shall provide Dual A/C Micro Vans as per requirement of PIACL immediately upon arrival of each PIACL flight at Karachi, Lahore and Islamabad Airports within 20 minutes of arrival of Crew at parking area. In case of any delay beyond 30 minutes the contractor will be liable to pay penalty of **Rs.5,000/- per van per minute** delay and provision of Radio Cab to the concerned crew members in case of prolong delay. In addition to fine all the cost of alternate arrangement shall be borne by the contractor which shall be recovered through its pending bills or any other modes deemed appropriate by PIACL.
- 7.4 The staff deployed by the contractor for driving vehicles must wear uniform as specified by the PIACL at cost of the contractor. Uniform of driver shall not be similar to employees of PIACL. **The driver will also assist the crew in baggage stowage for their domestic slip and international flights. (Only loading and off loading of van)**
- 7.5 All expenses incurred on the maintenance, registration, insurance, fuel and any other expenses/ cost out of and /or in connection with the performance of contractual obligations by the contractor shall be borne by the contractor including parking fees, entry fees and space charges by CAA or any of the agencies.
- 7.6 The contractor shall liable to pay all taxes as may be levied by federal Government, Provincial Government, CAA and any other local/municipal authority under this agreement or any services performed under this agreement and on vehicles used by contractor under this agreement.



- 7.7 All Vehicles provided by the contractor under this Agreement must be in one color specified by the PIACL or in PIACL Branding/Logo with visible marking on all vehicles as “**Contractor Vehicles**”. **All the cost under this clause shall be borne by the agreement and schedules attached thereto.**
- 7.8 Scheduling staff required for detailing of vehicles for duty at each station at least 05 in number will be arranged and provided by the MT Section at the cost in term of salary Rs.22,000/- per month or any other benefits will be paid by the Contractor.
- 7.9 The contractor shall be required to display the contract number/email address provided by the MT Section in the vehicles at the respective stations for receiving and resolution of any complaint arising in the provision of this service.
- 7.9 The contractor assures that at own cost, it will have its office with telephone at Karachi Lahore and Islamabad stations and/or Airports for contact purpose and smooth provisioning of the transportation services to PIACL under this agreement.
- 7.10 In case of any breakdown of any vehicle during operation a margin of 20 minutes may be given to the contractor for arranging similar alternative van. In case of alternative van arrives after said margin time then a fine of **@Rs.3,000/-** per incident will be imposed to the contractor in addition to any other penal action which PIACL may take to cure to loss of may damage including without limitation described under the provision of this agreement. The Contractor will immediately inform MT Section regarding status of vehicles halted in workshop for necessary repairing/maintenance work and also alternative arrangement to curtail the deficiency.
- 7.11 The contractor hereby undertakes that in the performance of the services hereunder it shall fully, comply with laws pertaining to employment and other matter and further undertakes to assume entire liabilities for the settlement of all claims resulting from and arising out from any injury of death or accident or otherwise at any time to its employees /agent engaged in the performance of services under this agreement.
- 7.12 The contractor hereby agrees that PIACL shall be entitled to recover the amount due against it any manner whatsoever under this agreement from any amount payable by PIACL to contractor under this agreement or otherwise.
- 7.13 Apart from above applications, the contractor shall be liable to perform all other acts required under the Law and / or otherwise in connection with provisioning of transportation services under this agreement.
- 7.14 The driver shall not perform duty for more than **16 hours** in a shift at one time.
- 7.15 As per requirement in case of any mal functioning of vehicle Air conditioning System a penalty of **Rs. 5,000/-**per day per van per occurrence will be imposed.
- 7.17 Not more than 05 Cabin Crew to be picked up or dropped in one van except Airport to Hotel and vice versa.
- 7.17 Contractor shall provide following documents of the drivers to Manager MT/ Briefing Officer. It shall be responsibility of the contractor not to change the driver for a definite period of time and in case of new driver is deployed, provision of Documents of such driver as mentioned below to be submitted accordingly.
- a) **NIC Copy**
  - b) **Police Verification Copy**
  - c) **Valid Driving license Copy**
- 7.18 The Contractor shall be required to register its employees with EOBI, Social Security and other authorities as may be required under the law. The contractor shall further be required 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.
- 7.19 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 Vehicles a penalty of Rs.5,000/-per vehicle per day will be imposed on the Contractor which will be deducted from the earnest money and from the monthly bill.

**ARTICLE 8:  
SECURITY DEPOSIT**

8.1 The Contractor shall deposit in cash / Pay Order a sum Rs.\_\_\_\_\_ Equivalent to **10%** of the total contract value as interest free security deposit 15 days before the execution of this Agreement with Finance Manager Head Office payment PIACL. This Agreement shall not enforce if the contractor failed to pay the security deposit within the time stipulated hereof. PIACL shall always have lien on this deposit to comply any recovery and amount in case the Contractor fails to comply with any provisions of this Agreement or any extension hereof, PIACL will refund the security deposit in full or after making necessary recoveries / adjustment of any liabilities that may have arisen out of this Agreement. In addition to any other remedy available to PIACL under applicable laws. The interest fee shall remain with PIACL upto 03 months after the termination of agreement or any extension thereof.

**ARTICLE -9  
Type of vehicle(s)**

<b><u>Option : 1</u></b>	<b><u>Toyota Hi-Ace vans Latest model brand new zero meter</u></b>
<b><u>Option : 2</u></b>	<b><u>Toyota Hi-Ace Vans 03 years old model (2015) reconditioned, unregistered</u></b>
<b><u>Option : 3</u></b>	<b><u>Toyota Hi-Ace Vans 2015 Model in Good Condition</u></b>

**ARTICLE 10:**

**PAYMENTS AND BILLING**

9.1 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 from PIACL as under :

Karachi.	Rs._____per month
Lahore.	Rs._____per month
Islamabad	Rs._____per month

9.2 In consideration of all transportation services provided under this Agreement, the Contractor shall be paid as per following formula.

**“A” Karachi Station**

28 Dual A/c Micro Vans	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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Diesel fuel cost = 8000x30=240,000KM/8X OGRA Notified fuel cost of the month.  
Rs.....

Petrol fuel cost =8000(kms)x30(days)=240,000KM/7X OGRA Notified fuel cost of the month. Rs.....

## “B” Lahore Station

17	Dual A/c	Micro Vans	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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Diesel fuel cost = 4,533x30KM=136,000/8X OGRA Notified fuel cost of the month.  
Rs.....

Petrol fuel cost =4,533KMx30=136,000/7X OGRA Notified fuel cost of the month.  
Rs.....

## “C” Islamabad Station

25	Dual A/c	Micro Vans	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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Diesel fuel cost = 7980x30KM=239,400/8X OGRA Notified fuel cost of the month.  
Rs.....

Petrol fuel cost =7980KMx30=239,400/7X OGRA Notified fuel cost of the month.  
Rs.....

- 9.3 Rate per month invited on the basis of average KM per month mentioned in the tender schedule, however payment to the contractor will be made on actual distance (KM) covered by the vehicles duly certified by the user department / Manager Motor Transport.
- 9.4 The Contractor shall submit its monthly bill(s) before 2<sup>nd</sup> of next month and payment to it shall be made within **15 days** of the receipt of the bill(s) after making adjustments of all dues recoverable from the contractor under this Agreement and or any other agreement.
- 9.5 The Contractor shall pay all tool tax and parking fee along with other liable taxes and duties arising out and or in connection with the services provided by it as consequences to the performances of its contractual obligations under this Agreement.
- 9.6 The adjustment of fuel price upward/downward will be effected accordingly. The diesel/petrol price was Rs.\_\_\_\_\_ on the day of tender opening i.e \_\_\_\_\_.
- 9.7 In case of additional / Extra running fuel rate/cost will be paid to the contractor.
- 9.8 Average fuel consumption will be considered for calculation of fuel adjustment amount on increase / decrease rates of fuel as:

$$\frac{8\text{KM/Liter (Diesel)} \times \text{OGRA Fuel Rate}}{7\text{KM/Liter (Petrol)} \times \text{OGRA Fuel Rate}}$$

### ARTICLE 10:

#### INSURANCE INDEMNITY:

- 10.1 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, employees of PIACL travelling 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.

- 10.2 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.
- 10.3 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 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.
- 10.4 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 Contactor.

## **ARTICLE-11**

### **COORDINATOR**

- 11.1 PIACL in its discretion may appoint from its employee's 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 Cooperate with him for smooth and timely provisioning of services under this Agreement.

## **ARTICLE-12**

### **NO BROKER**

- 12.1 It is understood and agreed that no Broker have participated in the brining 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 form and against all claims, demands, liabilities, damages, loses and judgments which may be suffered by accrued against, charged to or are recoverable form PIACL and which arises out of Contractor's action or negations with or in respect to Brokers/Agents.
- 12.2 Notwithstanding an y thing 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 and Agents or persons or entitles whatsoever, such a sum shall be refundable immediately to PIACL without prejudice to any other, rights or remedies of PIACL.

## **ARTICLE 13:**

### **INSOLVENCY AND BREACH OF CONTRACT**

- 13.1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be would 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 14: MISCELLANEOUS**

- 14.1 This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject.
- 14.2 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 it, the status of any employee, worker officer agent or advisor of the corporation.
- 14.3 The Contractor shall not sublet, transfer or assign this agreement to any other party without the prior written permission of PIACL. In case the contractor hires any above model A/c Micro Van(s) fully serviceable, roadworthy and technically sound in term of this agreement from any sub contractor, PIACL will be indemnified by the contractor against any claim of any nature whatsoever arising out of such sub-contractor/hiring.
- 14.4 Titles are inserted in this agreement of the purpose of reference and convenience and in no way define, limit or described the scope of intent of this agreement and or not to be deemed an integral part thereof.
- 14.5 The failure of either party at any time require the performance by the thereof 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 party or breach any of the terms or provisions hereof taken or held to be waiver of any succeeding breach of any such terms of provision itself.

## **ARTICLE 15:**

### **GOVERNING LAW & DISPUTE RESOLUTION**

- 15.1 This agreement shall be governed and interpreted in accordance With Laws of Pakistan.
- 15.2 The parties agree & submit themselves to exclusive jurisdiction Of the courts at Karachi.
- 15.3 If at any question, dispute or difference may arise 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 President & CEO PIAC in accordance with provision 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 -16**

### **Force Majeure:**

- 16.1 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 o state.

***IN WITNESS WHEREOF***

The Parties hereinto set their hands

On the day, month and the year

Mentioned hereinabove

For and on behalf of Pakistan  
International Airlines Corporation

For and on behalf of  
Contractor

Signature & Seal \_\_\_\_\_

Signature & Seal \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

**WITNESS:**

**WITNESS:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

N.I.C. \_\_\_\_\_

N.I.C. \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note :**

- Capacity 12 seats to be modified by vendor for arrangement of 6/7 seats inclusive luggage / baggage space at its own cost.
- Duration : 24hrs Operation.
- Contract will be for (03) three years.
- Number of vehicles may be increased or decreased as per PIA requirement.
- The approx Kms of the entire vehicles mentioned above is only for the quotation of the rates, However the payments will be made on the basis of actual Kilometers covered by vehicles in a month.
- In Colum A” contractor must quote base value of all the expenditure including cost of vehicles, salary, uniform, maintenance/services and taxes/insurance charges (Parking fees) etc except fuel charges.
- In Colum B” Contractor must quote fuel charges as per prevailing rate of OGRA/GOP notification on the day of opening of tender working at 7KM (Petrol) 8KM (Diesel) per liter per vehicle.
- Contract should indicate Minimum Vehicles delivery period after receipt of letter of internet.
- Contractor may quote for all stations or any station and contract will be awarded station wise lowest qualified bidder.

Sr. No.	Evaluation Criteria	Allocated Marks	Marks Obtained
<b>A.</b>	<b>Company/ Firm Profile</b>		
1	<b>No. of Personnel (Registerd with EOBI)</b>	<b>10</b>	
	01 to 20	3	
	21 to 40	5	
	41 to 60	7	
	61 to 80	9	
	81 & above	10	
2	<b>Year of establishment of firm/ Company</b>	<b>10</b>	
	12 to 23 months	3	
	24 to 35 months	5	
	36 to 48 months	7	
	Above 48 Months	10	
3	<b>Previous similar Experience</b>	<b>10</b>	
	National Companies	5	
	Multinational Companies	10	
4	<b>Relevant Experience in Transport Services with documents.</b>	<b>5</b>	
	01 to 02 years	2	
	03 to 04 years	3	
	05 to 06 years	4	
	07 years & above	5	
<b>B.</b>	<b>Details of Transport Services</b>		
1	<b>Workshop Facility</b>	<b>10</b>	
	Rented	5	
	Own workshop facility	10	
	No workshop facility	0	
2	<b>Fleet Status</b>	<b>10</b>	
	25% of required fleet	3	
	50% of required fleet	5	
	100% of required fleet	10	
3	<b>Penalty /Fine Imposed</b>	<b>5</b>	
	No penalty	5	
	One penalty	3	
	02 to 03 penalties	2	
	04 & above penalties	0	
<b>C.</b>	<b>Financial standing /status of the firm</b>		
1	<b>Average Income tax paid during last 03 years(attached income tax statement/ balance sheet /receipt tax challans).</b>	<b>10</b>	
	Income tax paid under Rs.1 million	3	
	Rs.1Million to Rs.1.99 Million	5	
	Rs.2 Million to Rs.3.99 Million	7	
	Rs.4 Million and above	10	
2	<b>Average annual Revenue (for the last Three years)</b>	<b>10</b>	
	Annual revenue Rs.25 million above (A class)	10	
	Annual revenue Rs.5 million to Rs.25 million (B class)	7.5	
	Annual revenue up to Rs.5 million (C class)	5	
3	<b>Financial standing of the firm/ Company</b>	<b>20</b>	
	Last 03 years audited accounts (certified by a Chartered Accounts firm)	10	
	Minimum funds available Rs.8 million	5	
	Surety from a bank credit limit of the firm /available cash balance (5 million)	5	



	<b>Grand Total Marks</b>	<b>100</b>	
	<b>Result</b>	<b>Qualifying Marks 60</b>	

## Terms & Conditions:

- Bidder is required to quote base rate per vehicle per month clearly indicating the mode of fuel either petrol or diesel, which shall remain fixed during the contract period whereas payments with respect to the running of vehicle shall be paid as per the following formula:
- **For diesel operated vehicle 08km per liter.**
- **For petrol operated vehicle 07km per liter.**
- **Vehicle: Hi Ace ----- (Actual Running in KMs / 8 \* x OGRA Notified Fuel Rate for the Month)**
- **OGRA FUEL RATES FOR THE MONTH OF SEPTEMBER 2018 IS AS UNDER PERTOL Rs.95.24/- & DIESEL Rs.112.94/- ((For entire Month of SEPTEMBER 2018)**
- **Bidders are entitled to quote all or any one option mentioned in the Draft Agreement and tender Schedule. However, PIACL reserved its right to select any one of above mentioned option on lowest bid basis.**
- Contract will be awarded on the basis of lowest base value quoted by the bidder.
- Financial comparison of the bidders will be considered on the basis of BASE RATES quoted by the bidders for the vehicles.
- All prospective bidders are advised to quote September 2018 OGRA rates for fuel calculation, however payments will be made as per actual bill/invoice of the respective month.
- **Bidders are entitled to quote all or any one option mentioned in the Draft Agreement and tender Schedule. However, PIACL reserved its right to select any one of above mentioned option on lowest bid basis.**
- **Bidders are required to submit 2% earnest money on the basis of highest rates quoted in any category of vehicle.**
- Seat belt must be fitted on each seat.
- All vehicles comprehensively insured by the contractor.
- Contractor must have fully trained drivers with at least 3 years License experience.
- Contractor will provide two set of uniform to drivers per year, as specified by the PIACL.
- All vehicles will be inspected / approved by the team of PIACL authorized officers at least 07 days prior to put the vehicles in operation.
- The utilization of all vehicles will be supervised and monitored by the MT Section. Contractor must submit the meter readings of each vehicle on daily basis in MT Section.
- Well established office equipped with Computers, Phones, Fax, internet etc, fitting & Fixtures provided by the contractor.
- Contractor must have its own proper workshop having all necessary repairing & maintenance facilities at all stations.
- All expenses incurred on maintenance / registration, insurance, fuel etc and any other liabilities will be borne by the Contractor.
- All charges like parking fee, entry fee, space charges by CAA or any other government agency will be borne by the contractor.
- Penalty /fine Rs. 5,000/- per minute will be imposed for any delay in departure flight due to late pickup or any other breach of contract.
- Fuel adjustment (up/Down) is paid to the contractor according to Govt. rates.



- Vehicles will be with PIACL Branding/Logo.
- The period of contract will be three years.
- The contract start date will be \_\_\_\_\_

## INTEGRITY PACT / DISCLOSURE CLAUSE

**(To be submitted on Company's Letterhead)**

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

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

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

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

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

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager (Procurement)  
Procurement & Logistics Division  
Pakistan International Airlines  
Karachi.

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for \_\_\_\_\_, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL 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 PIACL 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 Earnest Money held by PIACL 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 \_\_\_\_\_