

INVITATION TO BID

HIRING OF TRANSPORT SERVICES FOR COCKPIT CREW AND AIRCRAFT ENGINEERS (A/E) AT KARACHI, LAHORE & ISLAMABAD STATIONS.

(Ref: GMCM/ Trnspt Cockpit/KHI-LHE-ISB/01/22)

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

Bidding documents, containing detailed terms and conditions, etc. are available at www.piac.com.pk. Price of the bidding documents is Rs. 10 ,000 (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 reach at **Iftikhar M. Usmani, GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi** on or before **23-05-2022** at **1030 Hrs PST**. Bids will be opened the same day at **1100 Hrs PST**. This advertisement is also available on PPRA website at www.ppra.org.pk.

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/KHI-LHE-ISB / 01/22

M/S _____

Sub: **HIRING OF TRANSPORT SERVICES FOR COCKPIT CREW AND AIRCRAFT ENGINEERS (A/E)
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 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 **23-05-2022 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. The decision of GM Contact Management in this respect shall be final and binding.

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

B) EARNEST MONEY/BID SECURITY (For Local Bidders Only)

The Tender should be accompanied by a Pay Order equivalent to 2% of total base value of the contract 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/ PERFORMANCE GUARANTEE (For Local Bidders Only)

The successful tenders upon award of Contract will be required to furnish security deposit in the

amount equivalent to 05% of total base value of the contract as interest free Security deposit in shape of Pay Order / Bank Guarantee. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

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 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

Contract will be awarded for a period of one year extendable further two terms on same rates terms and conditions on mutual consent basis subject to satisfactory performance.

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/KHI-LHE-ISB/01/22
Schedule A
Transport Services (Pick & Drop) Cockpit Crew detailed on Flight Duties

Brand Name _____

Vehicles	Station	Total Qty	Aprox. KMs/ Month / All Vehicles	Rate per Vehicle per month PKR		Total Value Per Vehicle Per Month PKR	Total value All Vehicles / Month PKR	
				Base Value (A)	Fuel Charges (B)			
1300 cc Sedan Cars with A/C, 2022 or above Model (Brand New / Zero Meter) White color with PIACL branding Logo.	Karachi,	16	4200kms			A+B		
	Lahore	14	3000kms					
	Islamabad	25	7500kms					
	Base Value per Month (all Vehicles)							
	Annual Base Value (all Vehicles)							
	Fuel charges per Month (all Vehicles)							
	Annual fuel charges (all Vehicles)							
	Total value Per Annum (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							
02% Earnest Money on Base Value all vehicles (for one year)								

Terms & Conditions

- All participants are required to mention brand name of the vehicle for which rates are quoted.
- Quotations are invited with inclusive of all applicable taxes including Provincial Services Tax.
- In case, the applicable taxes not mentioned in the quotation, tax amount shall be deducted from the base value.
- All prospective bidders are advice to quote OGRA fuel rates for the Month of April 2022 for calculation purpose. Petrol Rate Rs. 149.86/-
- Payment for fuel charges will be made on actual distance (KMs) covered by the vehicles in a month on following calculation.
For 1300 cc Sedan Cars 10 KM/Liter (Petrol) x OGRA Fuel price
- Financial comparison of the bidders will be considered on the basis of overall lowest quoted rates in BASE Value + FUEL Value for all vehicles.
- In case, the applicable taxes are not mentioned, tax amount shall be deducted from the base value.
- PIACL has the right to increase, decrease or reallocate/transfer the Cars from one station to another as per its demand or requirement whenever deemed appropriate during the contract.
- Per day base value will be calculated on 30 days basis.
- Stamp duty is applicable as per government law.

DRAFT AGREEMENT

Hiring of Transport Services for Cockpit Crew & A/E at Karachi, Lahore & Islamabad Stations

This AGREEMENT is made on this _____ day of _____ 2022 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 _____ (1300 cc) sedan cars with A/c (Brand New, Zero Meter) 2022 or above Model (herein after individually and collectively called the “Vehicle or Vehicles”) for transportation (Pickup Drop) of Cockpit Crew & A/E 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 **Brand New/ Zero Meter 1300 cc Cars with A/C, model 2022 or above** 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 & A/E** detailed on flight duties.

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 _____, further two terms extendable on same rates terms and conditions.
- 2.2 This Agreement may be terminated by either party by giving to the other party a Notice in-writing of One (03) month (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 official email 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 required, the contractor shall be liable to 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 at any time.

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 (Contracts Management) or
General Manager (Motor Transport)
PIACL Head Office, Karachi Airport,
Karachi.

Copy: _____

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 MT /

General Manager (M.T.)/ General Manager (Contracts Management) 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 & Brand New Zero Meter 1300 cc sedan Cars **2022 or above model with A/C** as 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 Deputy General Manager M.T, relevant In-Charge Motor Transport and or their nominee (s) shall have right to check the documents of the hired Vehicles (1300 cc A/C Cars) 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 Vehicles 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 Vehicles (1300 cc Sedan Cars with A/C Model 2022 or above) to be deployed and use by the contractor for the performance of its contractual obligation shall be inspected by Deputy General Manager (M.T), PIACL, relevant In-Charge Motor Transport at least seven days before the commencement of the operation. The contractor undertakes to make arrangement for such inspection and no Car (s) will be deployed for rendering transportation services without the clearance of Deputy General Manager Motor Transport. Contractor is also liable to arrange inspection of vehicles in the M.T Section once in the end of every month.
- 6.4 No vehicle shall be put in operation without prior inspection and approval of the Deputy General Manager M.T. and/or 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 Brand New Zero Meter 1300 cc A/C Sedan Cars Model 2022, or above subsequently registered in the name of contractor.
- 7.2 All contractor vehicles utilized under this contract agreement must be equipped with tracker (GPS) system from a well reputed registered company and monthly tracking report must be submitted in MT section at respective stations with monthly bills. To track and monitor the utilization of hired cars/vehicles access to the tracking system shall be allowed to the MT authorized person at respective stations. Process of monthly bill is stipulated with submission of tracking report. Non provision of tracking report with monthly bill(s) shall be liable a penalty of Rs.20,000/- per breach.
- 7.3 The contractor shall provide Transportation/vehicles as per agreement and schedules attached there to within 20 minutes of the demand made by the representative of PIACL for pickup and drop of Cockpit Crew.
- 7.4 The Contractor shall be liable to provide transport services for Cockpit 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.

- 7.5 The Crew must be dropped at airport 2 hrs 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.
- 7.6 The contractor shall arrange vehicles as per requirement of PIACL 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 **20 minutes** the contractor will be liable to pay penalty of Rs. **1,000/-** per minute per vehicle in addition to provision of Radio Cab to the concerned crew members. 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.
- 7.7 The driver 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 Vehicle).**
- 7.8 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 space charges, parking/ entry fees charged by PCAA or any other agencies/ Department.
- 7.9 Contractor shall be liable to pay all taxes as may be levied by federal Government, Provincial Government, PCAA 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.
- 7.10 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 cost under this clause shall be borne by the contractor.**
- 7.11 The contractor shall be required to display the contact number/email address provided by the M.T Section in the vehicles at the respective stations for receiving and resolution of any complaint arising in the provision of this service.
- 7.12 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 Crew under this agreement. However, at Karachi station Contractor will setup its well equipped office in M.T Section premises of PIACL for discharging its contractual obligation (Pick Up & Drop Services). Space will be shared at the rate Rs.100/sqft per month for covered area and Rs.50/sqft per month for open area. These rates are without utility charges.
- 7.13 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 arrangement. In case of alternative Car arrives after said marginal 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 the loss of any damage including without limitation described under the provision of this agreement. The Contractor will immediately inform M.T Section, PIACL regarding status of vehicles halted in workshop for necessary repairing/maintenance work and also alternative arrangement to curtail the deficiency.
- 7.14 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 or death or accident or otherwise at any time to its employees /agent engaged in the performance of services under this agreement.

- 7.15 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.
- 7.16 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.
- 7.17 The drivers must have at least 05 years experience 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. Annual leave and overtime will be given as per government rules/Labor laws.
- 7.18 Salaries for drivers hired by the contractor will be in accordance with minimum wages per month set by the Federal / Provincial government for the current / respective year during the contract period.
- 7.19 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.
- 7.20 Not more than 02 Cockpit Crew to be picked up or dropped in one Car at a time.
- 7.21 Contractor shall provide following documents of the drivers to Deputy General Manager M.T. 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) **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**
 - f) **Vehicles Registration documents**
 - g) **Vehicles Insurance documents**
- 7.22 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 and original receipt of contribution paid to the respective authorities must be submitted with monthly bills and the same will be returned after verification.
- 7.23 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. 10,000/-** per vehicle per day will be imposed on the Contractor which will be deducted from the earnest money and from the monthly bill.
- 7.24 Contractor must provide the data of utilization of vehicles on daily basis. Non Provision of this data will be deemed as breach of contract and shall liable to imposition of penalty of **Rs. 10,000/-** per Day, per data.
- 7.25 All Labor laws and rules / regulations pertain to hiring of drivers/staff will strictly be Implemented on the employees hired by the contractor to execute the services under this Agreement otherwise it will be deemed as breach of contract.
- 7.26 All vehicles under this contract agreement must equipped with First Aid kit & Fire Extinguisher and all other necessary tools and spares of vehicles.

- 7.27 Number of cars will be counted with the attendance of drivers in a shift and absence of driver will be considered as deficiency of unit/car and per absence shall be fined of Rs.1,000/- per day and deduction of per day base value .
- 7.29 It is hereby notified that following conditions may warrant penalty of Rs. 1,000/- per breach / per day, if not comply with.
- a) Cleanliness of driver with uniform
 - b) Cleanliness of Cars
 - c) Misbehavior of driver
 - d) Outlook of Cars
 - e) Fitness of Cars
 - f) Double duty of drivers

Penalties on above would be over and above to the penalties imposed against major clauses of the agreement.

- 7.30 Penalty of **Rs.20,000/** -will be imposed against breach of **Article 5 Clause 5.1**

ARTICLE 8:
SECURITY DEPOSIT

- 8.1 The Contractor shall deposit Pay Order or bank guarantee a sum Rs._____ Equivalent to **5% of the total** Base value of the contract 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 free security deposit shall remain with PIACL up to 03 months after the termination of agreement or any extension thereof.

ARTICLE -9
Type of Cars/Vehicle(s)

1300 cc Sedan Cars Brand New / Zero Meter Model 2022 or above with A/C System

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 from PIACL as under:
- | | |
|-----------|-------------------|
| Karachi. | Rs._____per month |
| Lahore. | Rs._____per month |
| Islamabad | Rs._____per month |

Karachi Station

70 units 1300cc Sedan Cars with A/C 2022 or above model (Brand New Zero Meter)	Base Value per Month All vehicle	Fuel Charges per month. All Vehicles	Total Financial Impact (Base + Fuel) All vehicles Per Month
	Rs._____	Rs._____	Rs._____

Petrol/ fuel cost = 4200(KMs) x30 (Days) =126,000KM/10 X OGRA Notified fuel price for the month.

Lahore Station

70 units 1300cc Sedan Cars with A/C 2022 or above model (Brand New Zero Meter)	Base Value per Month All vehicle	Fuel Charges per month. All Vehicles	Total Financial Impact (Base + Fuel) All vehicles Per Month
	Rs._____	Rs._____	Rs._____

Petrol/ fuel cost =3000(KMs) x30 (Days) =90,000KM/10 X OGRA Notified fuel price for the month.

Islamabad Station

70 units 1300cc Sedan Cars with A/C 2022 or above model (Brand New Zero Meter)	Base Value per Month All vehicle	Fuel Charges per month. All Vehicles	Total Financial Impact (Base + Fuel) All vehicles Per Month
	Rs._____	Rs._____	Rs._____

Petrol/ fuel cost =7500(KMs) x30 (Days) =225,000KM/10 X OGRA Notified fuel price for the month.

- 10.2. Rate per month 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 / DGM/Manager Motor Transport.
- 10.3. The Contractor shall submit its monthly bill(s) before 2nd of next month and payment to it shall be made within **20 days** of the receipt of the bill(s) after necessary checks and verification and making adjustments of all dues recoverable from the contractor under this Agreement and or any other agreement.
- 10.4. The Contractor shall pay all toll 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.
- 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 1300 cc Sedan Cars 10 KM/Liter (Petrol) x OGRA Fuel price

ARTICLE 11:
INSURANCE 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 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 entitles 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

- 15.1 This Agreement embodies the entire Agreement between the parties and Supersedes all prior Agreement, understanding, and undertaking relating to the subject.
- 15.2 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 PIACL.
- 15.3 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 Cars (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.

- 15.4 Titles are inserted in this agreement for 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.
- 15.5 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 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 PIACL 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 -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
International Airlines Corporation Ltd

For and on behalf of
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 _____

Sr. No.	Evaluation Criteria	Allocated Marks	Marks Obtained
A.	Company/ Firm Profile		
1	No. of Personnel (Registered with EOBI)	10	
	01 to 20	3	
	21 to 40	5	
	41 to 60	7	
	61 to 80	9	
	81 & above	10	
2	Year of establishment of firm/ Company	10	
	12 to 23 months	3	
	24 to 35 months	5	
	36 to 48 months	7	
	Above 48 Months	10	
3	Previous similar Experience	10	
	National Companies	5	
	Multinational Companies	10	
4	Relevant Experience in Transport Services with documents.	5	
	01 to 02 years	2	
	03 to 04 years	3	
	05 to 06 years	4	
	07 years & above	5	
B.	Details of Transport Services		
1	Workshop Facility	10	
	Rented	5	
	Own workshop facility	10	
	No workshop facility	0	
2	Own Fleet Status	10	
	25% of required fleet	3	
	50% of required fleet	5	
	100% of required fleet	10	
3	Penalty /Fine Imposed	5	
	No penalty	5	
	One penalty	3	
	02 to 03 penalties	2	
	04 & above penalties	0	
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 under Rs.1 million	3	
	Rs.1 Million to Rs.1.99 Million	5	
	Rs.2 Million to Rs.3.99 Million	7	
	Rs.4 Million and above	10	
2	Average annual Revenue (for the last Three years)	10	

	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	Financial standing of the firm/ Company	20	
	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	
	Grand Total Marks (Qualifying Marks 60)	100	

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
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 of _____
_____ to PIA 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 PIA 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 e 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 fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone / Fax # _____

CNIC _____

Seal _____

Date _____

Email _____