

## INVITATION TO BID FOR CHARTER OPERATION

In order to meet its requirements for charter operation, PIA invites "Sealed Bids" on 'Single Stage One Envelope' basis from EASA certified airline / charter operator having EU / UK cleared wide body aircraft with following mandatory requirements:

Seating Configuration:	250 Plus
Vintage:	2004 onward
IOSA Certification for Operator:	Mandatory
Availability for Charter Flights:	starting from November 2021 till April 2022 (or six months from start of charter operation)

The complete set of Bidding Document containing the detailed instructions, qualification criteria, draft of contract agreement and terms & conditions can be downloaded from PIA website <https://www.piac.com.pk/corporate/sales-procurement/tenders> or Public Procurement Regulatory Authority website ([www.ppra.org.pk](http://www.ppra.org.pk)) or can be obtained from the office of:

**Chief Corporate Development Officer**  
**PIA Head office, JIAP Karachi, Pakistan.**  
**Phone: + 92 21 9904 4861**  
**Email: [fleet@piac.aero](mailto:fleet@piac.aero)**

### **Closing Date:**

Bids meeting the requirements as mentioned in the Bidding Document must reach PIA latest by **08th November 2021 at 1500 Hrs.** (Pakistan Standards Time). The bids received by the closing time shall be opened on the same day at **1600 Hrs.** in the presence of bidders who may like to attend the same.

## **Tender Document for Charter Operation**

**(Ref: CCD/Charter/2021-22)**

# Contents

Preamble .....	4
Section A - Instructions to Bidders .....	5
1. Scope of Bid .....	5
2. Parties qualified to apply.....	5
3. Cost of Bidding .....	5
4. Bidding Process .....	5
5. Clarification on Bidding Documents .....	5
6. Amendment to Bidding Document .....	5
7. Extension in Submission Dates .....	5
8. Tender Proceedings.....	6
9. Submission of Bids.....	6
10. Deadline for Submission of Bids.....	6
11. Late Bids .....	6
12. Modification and Withdrawal of Bids: .....	6
13. Opening of Bids: .....	7
14. Preliminary Examination of Bids .....	7
15. Qualification .....	7
16. Integrity Pact.....	7
Section B - Qualification Criteria.....	8
Section C - Information on Proposed Routes and Flight Schedule.....	12
Section D - Draft Contract Agreement.....	17

**Preamble**

The document is divided into following sections:

**Section A** – provides details about the Scope of bid and explains in detail as to how Bidders should submit their bids

**Section B** – provides Qualification Criteria for the interested parties

**Section C** – provides information of proposed routes and flight schedule

**Section D** – Draft Contract Agreement

## Section A - Instructions to Bidders

### 1. Scope of Bid

In order to meet its requirements for charter operation on European and UK routes, PIA intends to engage EASA certified airline / charter operator having EU/UK cleared wide body aircraft with following mandatory requirements;

Seating Configuration:	250 Plus
Vintage:	2004 onward
Availability for Charter Flights:	starting from November 2021 till April 2022 (or six months from start of charter operations)
IOSA Certification for Operator:	Mandatory

### 2. Parties qualified to apply

As a policy PIA does not deal through agents/brokers/intermediaries. Bids only from *Airlines/Operators* having legal right to charter the aircraft being offered shall be considered. Companies who have been black-listed by PIA and/or those against whom PIA is in litigation are also not eligible to apply.

### 3. Cost of Bidding

This bidder shall bear all costs associated with the preparation and submission of its bid and PIA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 4. Bidding Process

The bidders are expected to examine the tender document prior to submission of their bids. The 'Instructions to Bidders' will not be part of Contract and will cease to have effect once the Contract is signed.

### 5. Clarification on Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Document shall notify PIA in writing. PIA will respond to any request for clarification which it receives at least five (5) days prior to the deadline for the submission of bid.

### 6. Amendment to Bidding Document

At any time prior to the deadline for submission of bid, PIA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing addendum(s).

### 7. Extension in Submission Dates

At any time prior to the deadline for submission of bid, PIA may, for any reason, whether at its own initiative or to provide prospective bidders reasonable time, in which to take an addendum into account, at its discretion extend the deadline for submission of bids.

## **8. Tender Proceedings**

“**Single Stage One Envelope**” tendering process shall be followed. Each bid shall comprise of one single envelope containing, separately, financial proposal and technical proposal. All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

## **9. Submission of Bids**

Interested bidders will have to submit their offer in sealed envelopes either in person or through courier. Each offer should be clearly marked as “Bid for Charter Operation”. In case the bidder is facing time/logistic constraints they can send their bid electronically and can email the same on fleet@piac.aero in either PDF or MS Word format. **The electronic document in either format should be password protected and the bidder will have to send the password on the same email address after the closing time for submission of bids but before the bid opening time.**

## **10. Deadline for Submission of Bids**

Bids must be received by PIA at the following address no later than 1500 Hrs. (Pakistan Standard Time) on **November 08, 2021**:

Chief Corporate Development Officer  
PIA Head Office, Jinnah International Airport  
Karachi, Pakistan  
Phone: +92 21 9904 4189

## **11. Late Bids**

PIA shall not be responsible for delay in submission of physical/electronic bids (or passwords) for any reason whatsoever. Any bid received by PIA after the bid submission deadline, shall be rejected and not considered further.

## **12. Modification and Withdrawal of Bids:**

The bidder may modify or withdraw its Bid after submission, provided that written notice of the modification or withdrawal is received by PIA prior to the deadline prescribed for bid submission. No Bid may be modified or withdrawn in the interval between the deadline for submission of bids and the expiration of period of Bid Validity.

### **13. Opening of Bids:**

PIA will open the bids on **November 08, 2021** at 1600 hrs. (Pakistan Standard Time) in PIA Head Office, Karachi Airport, Karachi, Pakistan in the presence of bidders who may like to attend the same.

### **14. Preliminary Examination of Bids**

PIA will examine the bids to determine whether they are complete and generally in order. A bid is likely not to be considered if it is materially and substantially different from the conditions/ specifications of the Bidding Documents.

### **15. Qualification**

In addition to the above, PIA will ascertain to its satisfaction whether bidders, whose bids meet the requirements of Bidding Documents, are qualified to satisfactorily perform the contract.

### **16. Integrity Pact**

The charter agreement shall contain standard format of Integrity Pact duly signed by the carrier which is a mandatory requirement (please refer to the draft charter agreement).

## Section B - Qualification Criteria

### 1. Technical Evaluation Criteria

Technical qualification will be based on meeting the minimum requirements to pass in the evaluation criteria.

Failure to provide information that is essential for effective evaluation of the applicant's qualifications or to provide timely clarification or sub substantiation of the information supplied may result in the applicant's disqualification.

**Bidder obtaining '0' mark in any of the criteria will be considered 'Technically Disqualified'.**

**Marks Allocated: 240**

**Qualifying Marks: 50%**

- Experience of Passenger Aircraft Charter during last 2 Years**

<b>No of Flights (Roundtrip)</b>	less than 5	5 to 9	10 to 19	20 or More
Points	0	5	10	15

- IOSA Certified Operator**

<b>IOSA Certified</b>	No	Yes
Points	0	15

- Experience of Passenger Aircraft Charter to/from UK/Europe during last 1 Years**

<b>Experience</b>	No	Yes
Points	1	10

- Experience of Passenger Aircraft Charter to/from Pakistan during last 1 Year**

<b>Experience</b>	No	Yes
Points	1	10

- Passenger Aircraft Currently Being Operated by Bidder**

<b>No of Aircraft</b>	Less than 5	5-7	8-10	More than 10
Points	0	5	10	15

- UK/EU Cleared, 250 plus Seater, Wide body Passenger Aircraft Currently Being Operated**

<b>No of Aircraft</b>	Less than 2	2-5	6-9	10 or More
Points	0	5	10	15



- **Provision Backup Aircraft during Charter Operation**

<b>Backup Aircraft</b>	No	Yes
Points	0	20

- **Aircraft Vintage (separate marking for each aircraft if more than one aircraft offered)**

	Earlier than 2004	2004-05	2006-10	2011-15	2015-2019	2020 or later
Points	0	5	10	15	20	25

- **Availability of Business Class**

	No	Yes
Points	1	15

- **Business Class Seats**

	Lie Flat	Full Flat
Points	5	10

- **In Flight Entertainment**

Status	Not Available	Available			
		Business Class		Economy Class	
		Drop Down	In-Seat	Drop-down	In-Seat
Points	1	2	5	2	5
		Non-AVOD	AVOD	Non-AVOD	AVOD
		2	5	2	5

- **Number of Trolleys**

Passenger To Equipment Ratio	More than 1 : 15	1 : 15	1 : 12	1 : 10
Points	01	05	07	10

- **Number of Ovens - Business Class**

Passenger To Equipment Ratio	Less Than 4	4	5
Points	01	05	10

- **Number of Ovens - Economy Class**

Passenger To Equipment Ratio	More than 1: 50	1 : 40	1 : 30	1 : 25
Points	01	05	07	10

- **Number of Standard Units**

	Less Than 30	30	35	40 and above
Points	01	05	07	10

- **Number of Refrigerator Units**

	Less Than 3	3
Points	01	10

- **Number of Hot Cups**

	Less Than 3	3	6
Points	05	07	10

- **Major Checks Due within Charter Term**

Major-Checks due	Yes *	No
Points	0	10

\* If back-up aircraft is offered during maintenance period at carrier's cost 10 marks will be given

$$\text{Technical Evaluation Score} = \frac{\text{Marks Obtained}}{\text{Total Marks}} \times 100$$

## 2. Financial Evaluation Criteria

**Marks Allocated: 100**

Financial Evaluation would be based on Charter Price per Seat. Only seats up to 300 would be considered for financial evaluation.

The Charter Price shall be quoted as explained in Annex-I Financial Proposal.

Overall lowest quoted bidder will be given full marks i.e. 100 and remaining bidders will be given marks w.r.t. the percentage difference with lowest quoted bidder accordingly.

$$\text{Financial Evaluation Score} = \frac{\text{Lowest Price per Seat}}{\text{Quoted Price per Seat}} \times 100$$

### **Methodology for Assessing Lowest Evaluated Proposal**

Following methodology will be used for assessing the Lowest Evaluated Bid:

$$X = \text{TEW} + \text{FEW}$$

Where,

$$\text{TEW} = \text{Technical Evaluation Weightage} = 40 \%$$

$$\text{FEW} = \text{Financial Evaluation Weightage} = 60 \%$$

The offer with highest net outcome will be considered as the **Most Advantageous Bidder**.

In case most advantageous bidder is unable to operate all flights in the schedule as per PIA's requirement PIA can engage the next bidder in the ranking for the remaining or all the flights.

## Section C – Information on Proposed Routes and Flight Schedule

Bidders are required to submit their offer keeping in view of following details about routes on which charter operation will be conducted and the flight schedule. However, PIA may amend the routes and / or flight schedule prior and / or after signing of agreement by giving 5 days' notice to the Carrier of successful bidder.

### Summary:

Month\Sector	LHR-ISB	BHX-ISB	MAN-ISB	MAN-LHE	CDG-ISB	Total
November	4	0	4	2	3	13
December	8	4	7	2	3	24
January	7	4	7	2	3	23
February	5	4	6	2	3	20
March	6	4	6	2	3	21
April	10	5	7	3	3	28
<b>Total</b>	<b>40</b>	<b>21</b>	<b>37</b>	<b>13</b>	<b>18</b>	<b>129</b>

### Detail:

LHR-ISB-LHR									
S.No	Date	Dep LT	Day	Sector	S.No	Date	Dep LT	Day	Sector
1	05-Nov	07:00:00 PM	FRI	LON-ISB	1	06-Nov	09:00:00 AM	Sat	ISB-LHR
2	12-Nov	07:00:00 PM	FRI	LON-ISB	2	13-Nov	09:00:00 AM	Sat	ISB-LHR
3	19-Nov	07:00:00 PM	FRI	LON-ISB	3	20-Nov	09:00:00 AM	Sat	ISB-LHR
4	26-Nov	07:00:00 PM	FRI	LON-ISB	4	27-Nov	09:00:00 AM	Sat	ISB-LHR
5	03-Dec	07:00:00 PM	FRI	LON-ISB	5	04-Dec	09:00:00 AM	Sat	ISB-LHR
6	10-Dec	07:00:00 PM	FRI	LON-ISB	6	11-Dec	09:00:00 AM	Sat	ISB-LHR
7	11-Dec	07:00:00 PM	SAT	LON-ISB	7	12-Dec	09:00:00 AM	Sun	ISB-LHR
8	14-Dec	07:00:00 PM	TUE	LON-ISB	8	15-Dec	09:00:00 AM	Wed	ISB-LHR
9	17-Dec	07:00:00 PM	FRI	LON-ISB	9	18-Dec	09:00:00 AM	Sat	ISB-LHR
10	18-Dec	07:00:00 PM	SAT	LON-ISB	10	19-Dec	09:00:00 AM	Sun	ISB-LHR
11	21-Dec	07:00:00 PM	FRI	LON-ISB	11	22-Dec	09:00:00 AM	Wed	ISB-LHR
12	31-Dec	07:00:00 PM	FRI	LON-ISB	12	01-Jan	09:00:00 AM	Sat	ISB-LHR
13	02-Jan	07:00:00 PM	SUN	LON-ISB	13	03-Jan	09:00:00 AM	Mon	ISB-LHR
14	03-Jan	07:00:00 PM	MON	LON-ISB	14	04-Jan	09:00:00 AM	Tue	ISB-LHR
15	05-Jan	07:00:00 PM	WED	LON-ISB	15	06-Jan	09:00:00 AM	Thu	ISB-LHR
16	07-Jan	07:00:00 PM	FRI	LON-ISB	16	08-Jan	09:00:00 AM	Sat	ISB-LHR

17	14-Jan	07:00:00 PM	FRI	LON-ISB
18	21-Jan	07:00:00 PM	FRI	LON-ISB
19	28-Jan	07:00:00 PM	FRI	LON-ISB
20	04-Feb	07:00:00 PM	FRI	LON-ISB
21	11-Feb	07:00:00 PM	FRI	LON-ISB
22	15-Feb	07:00:00 PM	FRI	LON-ISB
23	18-Feb	07:00:00 PM	FRI	LON-ISB
24	25-Feb	07:00:00 PM	FRI	LON-ISB
25	04-Mar	07:00:00 PM	FRI	LON-ISB
26	11-Mar	07:00:00 PM	FRI	LON-ISB
27	18-Mar	07:00:00 PM	FRI	LON-ISB
28	23-Mar	07:00:00 PM	FRI	LON-ISB
29	25-Mar	07:00:00 PM	FRI	LON-ISB
30	29-Mar	07:00:00 PM	FRI	LON-ISB
31	01-Apr	07:00:00 PM	FRI	LON-ISB
32	04-Apr	07:00:00 PM	MON	LON-ISB
33	06-Apr	07:00:00 PM	WED	LON-ISB
34	08-Apr	07:00:00 PM	FRI	LON-ISB
35	08-Apr	07:00:00 PM	FRI	LON-ISB
36	15-Apr	07:00:00 PM	FRI	LON-ISB
37	22-Apr	07:00:00 PM	FRI	LON-ISB
38	26-Apr	07:00:00 PM	TUE	LON-ISB
39	29-Apr	07:00:00 PM	FRI	LON-ISB
40	30-Apr	07:00:00 PM	SAT	LON-ISB

17	15-Jan	09:00:00 AM	Sat	ISB-LHR
18	22-Jan	09:00:00 AM	Sat	ISB-LHR
19	29-Jan	09:00:00 AM	Fri	ISB-LHR
20	05-Feb	09:00:00 AM	Sat	ISB-LHR
21	12-Feb	09:00:00 AM	Sat	ISB-LHR
22	16-Feb	09:00:00 AM	Wed	ISB-LHR
23	19-Feb	09:00:00 AM	Sat	ISB-LHR
24	26-Feb	09:00:00 AM	Sat	ISB-LHR
25	05-Mar	09:00:00 AM	Sat	ISB-LHR
27	12-Mar	09:00:00 AM	Sat	ISB-LHR
27	19-Mar	09:00:00 AM	Sat	ISB-LHR
27	24-Mar	09:00:00 AM	Thu	ISB-LHR
28	26-Mar	09:00:00 AM	Fri	ISB-LHR
29	30-Mar	09:00:00 AM	Tue	ISB-LHR
30	02-Apr	09:00:00 AM	Sat	ISB-LHR
31	05-Apr	09:00:00 AM	Tue	ISB-LHR
32	07-Apr	09:00:00 AM	Thu	ISB-LHR
33	09-Apr	09:00:00 AM	Sat	ISB-LHR
33	09-Apr	09:00:00 AM	Sat	ISB-LHR
36	16-Apr	09:00:00 AM	Sat	ISB-LHR
37	23-Apr	09:00:00 AM	Sat	ISB-LHR
39	27-Apr	09:00:00 AM	Wed	ISB-LHR
40	30-Apr	09:00:00 AM	Sat	ISB-LHR
41	01-May	09:00:00 AM	Sun	ISB-LHR

BHX-ISB-BHX									
S.No	Date	Dep LT	Day	Sector	S.No	Flight	Dep LT	Day	Sector
1	11-Dec	07:00:00 PM	SAT	BHX-ISB	2	PK9791	11:00:00 AM	Sun	ISB-BHX
2	15-Dec	07:00:00 PM	WED	BHX-ISB	3	PK9791	11:00:00 AM	Thu	ISB-BHX
3	18-Dec	07:00:00 PM	SAT	BHX-ISB	4	PK9791	11:00:00 AM	Sun	ISB-BHX
4	23-Dec	07:00:00 PM	SAT	BHX-ISB	5	PK9791	11:00:00 AM	Fri	ISB-BHX
5	01-Jan	07:00:00 PM	SAT	BHX-ISB	6	PK9791	11:00:00 AM	Sun	ISB-BHX
6	08-Jan	07:00:00 PM	SAT	BHX-ISB	8	PK9791	11:00:00 AM	Sun	ISB-BHX
7	15-Jan	07:00:00 PM	SAT	BHX-ISB	9	PK9791	11:00:00 AM	Sun	ISB-BHX
8	22-Jan	07:00:00 PM	SAT	BHX-ISB	10	PK9791	11:00:00 AM	Sun	ISB-BHX
9	05-Feb	07:00:00 PM	SAT	BHX-ISB	12	PK9791	11:00:00 AM	Sun	ISB-BHX
10	12-Feb	07:00:00 PM	SAT	BHX-ISB	13	PK9791	11:00:00 AM	Sun	ISB-BHX
11	19-Feb	07:00:00 PM	SAT	BHX-ISB	14	PK9791	11:00:00 AM	Sun	ISB-BHX
12	26-Feb	07:00:00 PM	SAT	BHX-ISB	15	PK9791	11:00:00 AM	Sun	ISB-BHX

13	05-Mar	07:00:00 PM	SAT	BHX-ISB
14	12-Mar	07:00:00 PM	SAT	BHX-ISB
15	19-Mar	07:00:00 PM	SAT	BHX-ISB
16	26-Mar	07:00:00 PM	SAT	BHX-ISB
17	02-Apr	07:00:00 PM	SAT	BHX-ISB
18	06-Apr	07:00:00 PM	WED	BHX-ISB
19	09-Apr	07:00:00 PM	SAT	BHX-ISB
20	23-Apr	07:00:00 PM	SAT	BHX-ISB
21	29-Apr	07:00:00 PM	FRI	BHX-ISB

16	PK9791	11:00:00 AM	Sun	ISB-BHX
17	PK9791	11:00:00 AM	Sun	ISB-BHX
18	PK9791	11:00:00 AM	Sun	ISB-BHX
19	PK9791	11:00:00 AM	Sun	ISB-BHX
20	PK9791	11:00:00 AM	Sun	ISB-BHX
21	PK9791	12:00:00 PM	Thu	ISB-BHX
22	PK9791	01:00:00 PM	Sun	ISB-BHX
25	PK9791	04:00:00 PM	Sun	ISB-BHX
27	PK9791	06:00:00 PM	Sat	ISB-BHX

MAN-ISB-MAN									
S.No	Date	Dep LT	Day	Sector	S.No	Flight	Dep LT	Day	Sector
1	05-Nov	2100	Fri	MAN-ISB	1	PK9701	1300	Sat	ISB-MAN
2	12-Nov	2100	Fri	MAN-ISB	2	PK9701	1300	Sat	ISB-MAN
3	19-Nov	2100	Fri	MAN-ISB	3	PK9701	1300	Sat	ISB-MAN
4	26-Nov	2100	Fri	MAN-ISB	4	PK9701	1300	Sat	ISB-MAN
5	03-Dec	2100	Fri	MAN-ISB	5	PK9701	1300	Sat	ISB-MAN
6	10-Dec	2100	Fri	MAN-ISB	6	PK9701	1300	Sat	ISB-MAN
7	14-Dec	2100	Tue	MAN-ISB	7	PK9701	1300	Wed	ISB-MAN
8	17-Dec	2100	Fri	MAN-ISB	8	PK9701	1300	Sat	ISB-MAN
9	19-Dec	2100	Sun	MAN-ISB	9	PK9701	1300	Mon	ISB-MAN
10	23-Dec	2100	Thu	MAN-ISB	10	PK9701	1300	Fri	ISB-MAN
11	31-Dec	2100	Fri	MAN-ISB	11	PK9701	1300	Sat	ISB-MAN
12	01-Jan	2100	Sat	MAN-ISB	12	PK9701	1300	Sun	ISB-MAN
13	03-Jan	2100	Mon	MAN-ISB	13	PK9701	1300	Tue	ISB-MAN
14	04-Jan	2100	Tue	MAN-ISB	14	PK9701	1300	Wed	ISB-MAN
15	07-Jan	2100	Fri	MAN-ISB	15	PK9701	1300	Sat	ISB-MAN
16	14-Jan	2100	Fri	MAN-ISB	16	PK9701	1300	Sat	ISB-MAN
17	21-Jan	2100	Fri	MAN-ISB	17	PK9701	1300	Sat	ISB-MAN
18	28-Jan	2100	Fri	MAN-ISB	18	PK9701	1300	Sat	ISB-MAN
19	04-Feb	2100	Fri	MAN-ISB	19	PK9701	1300	Sat	ISB-MAN
20	11-Feb	2100	Fri	MAN-ISB	20	PK9701	1300	Sat	ISB-MAN
21	14-Feb	2100	Mon	MAN-ISB	21	PK9701	1300	Tue	ISB-MAN
22	16-Feb	2100	Wed	MAN-ISB	22	PK9701	1300	Thu	ISB-MAN
23	18-Feb	2100	Fri	MAN-ISB	22	PK9701	1300	Sat	ISB-MAN
24	25-Feb	2100	Fri	MAN-ISB	24	PK9701	1300	Sat	ISB-MAN
25	04-Mar	2100	Fri	MAN-ISB	25	PK9701	1300	Sat	ISB-MAN
26	11-Mar	2100	Fri	MAN-ISB	25	PK9701	1300	Sat	ISB-MAN
27	18-Mar	2100	Fri	MAN-ISB	27	PK9701	1300	Sat	ISB-MAN

28	22-Mar	2100	Tue	MAN-ISB
29	25-Mar	2100	Fri	MAN-ISB
30	29-Mar	2100	Tue	MAN-ISB
31	01-Apr	2100	Fri	MAN-ISB
32	05-Apr	2100	Tue	MAN-ISB
33	08-Apr	2100	Fri	MAN-ISB
34	15-Apr	2100	Fri	MAN-ISB
35	22-Apr	2100	Fri	MAN-ISB
36	27-Apr	2100	Wed	MAN-ISB
37	29-Apr	2100	Fri	MAN-ISB

28	PK9701	1300	Wed	ISB-MAN
29	PK9701	1300	Sat	ISB-MAN
29	PK9701	1300	Wed	ISB-MAN
30	PK9701	1300	Sat	ISB-MAN
31	PK9701	1300	Wed	ISB-MAN
32	PK9701	1300	Sat	ISB-MAN
33	PK9701	1300	Sat	ISB-MAN
34	PK9701	1300	Sat	ISB-MAN
34	PK9701	1300	Thu	ISB-MAN
36	PK9701	1300	Sat	ISB-MAN

MAN-LHE-MAN									
S.No	Date	Dep LT	Day	Sector	S.No	Flight	Dep LT	Day	Sector
1	17-Nov	2100	Wed	MAN-LHE	1	PK9709	0900	Thu	MAN-LHE
2	27-Nov	2100	Sat	MAN-LHE	2	PK9709	0900	Sun	MAN-LHE
3	16-Dec	2100	Thu	MAN-LHE	3	PK9709	0900	Fri	MAN-LHE
4	21-Dec	2100	Tue	MAN-LHE	4	PK9709	0900	Wed	MAN-LHE
5	02-Jan	2100	Sun	MAN-LHE	5	PK9709	0900	Mon	MAN-LHE
6	15-Jan	2100	Sat	MAN-LHE	6	PK9709	0900	Sun	MAN-LHE
7	29-Jan	2100	Sat	MAN-LHE	7	PK9709	0900	Sun	MAN-LHE
8	15-Feb	2100	Tue	MAN-LHE	8	PK9709	0900	Wed	MAN-LHE
9	26-Feb	2100	Sat	MAN-LHE	9	PK9709	0900	Sun	MAN-LHE
10	12-Mar	2100	Sat	MAN-LHE	10	PK9709	0900	Sun	MAN-LHE
11	26-Mar	2100	Sat	MAN-LHE	11	PK9709	0900	Sun	MAN-LHE
12	09-Apr	2100	Sat	MAN-LHE	12	PK9709	0900	Sun	MAN-LHE
13	23-Apr	2100	Sat	MAN-LHE	13	PK9709	0900	Sun	MAN-LHE

CDG-ISB-CDG									
S.No	Date	Dep LT	Day	Sector	S.No	Flight	Dep LT	Day	Sector
1	05-Nov	2100	FRI	CDG-ISB	1	PK9749	1355	SUN	ISB-CDG
2	19-Nov	2100	FRI	CDG-ISB	2	PK9749	1355	SUN	ISB-CDG
3	26-Nov	2100	FRI	CDG-ISB	3	PK9749	1355	SUN	ISB-CDG
4	03-Dec	2100	FRI	CDG-ISB	4	PK9749	1355	SUN	ISB-CDG
5	17-Dec	2100	FRI	CDG-ISB	5	PK9749	1355	SUN	ISB-CDG
6	31-Dec	2100	FRI	CDG-ISB	6	PK9749	1355	SUN	ISB-CDG
7	07-Jan	2100	FRI	CDG-ISB	7	PK9749	1355	SUN	ISB-CDG
8	21-Jan	2100	FRI	CDG-ISB	8	PK9749	1355	SUN	ISB-CDG
9	28-Jan	2100	FRI	CDG-ISB	9	PK9749	1355	SUN	ISB-CDG
10	04-Feb	2100	FRI	CDG-ISB	10	PK9749	1355	SUN	ISB-CDG

11	11-Feb	2100	FRI	CDG-ISB
12	18-Feb	2100	FRI	CDG-ISB
13	04-Mar	2100	FRI	CDG-ISB
14	18-Mar	2100	FRI	CDG-ISB
15	25-Mar	2100	FRI	CDG-ISB
16	01-Apr	2100	FRI	CDG-ISB
17	15-Apr	2100	FRI	CDG-ISB
18	22-Apr	2100	FRI	CDG-ISB

11	PK9749	1355	SUN	ISB-CDG
12	PK9749	1355	SUN	ISB-CDG
13	PK9749	1355	SUN	ISB-CDG
14	PK9749	1355	SUN	ISB-CDG
15	PK9749	1355	SUN	ISB-CDG
16	PK9749	1355	SUN	ISB-CDG
17	PK9749	1355	SUN	ISB-CDG
18	PK9749	1355	SUN	ISB-CDG



## **Section D – Draft Contract Agreement**

The draft of contract agreement is made part of the RFP for the information of bidders and understanding that same will be used for negotiating and finalizing the charter agreement.

### **General Conditions**

To

### **AIR CHARTER AGREEMENT (FULL CHARTER)**

**Between**

[ \_\_\_\_\_ ]

**as Carrier**

**and**

**Pakistan International Airlines Corporation Limited**

**as Charterer**

**Dated \_\_\_\_\_ 2021**

## GENERAL CONDITIONS

Agreed this on the \_\_\_\_\_, 2021,

BETWEEN:

**Pakistan International Airlines Corporation Limited**, a company organised and existing under the laws of Pakistan and having its registered office at PIAC Head Office, PIA Building, Jinnah International Airport, Karachi – 75200 Pakistan (the “Charterer”) and,

\_\_\_\_\_, a company organized and existing under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (the “Carrier”)

### **1. SCOPE**

1.1 These General Conditions are applicable when charter flights are performed by the Carrier on behalf of the Charterer (the “Flights”). The General Conditions contain regulation on general issues. Specifications as to the number of flights to be performed, destinations, charter prices etc. shall be inserted in the enclosed Air Charter Agreement as amended from time to time.

### **2. AIRCRAFT**

2.1 The Carrier will provide airworthy and properly manned Aircraft (as described in Annex A), fueled and satisfactory equipped for performance of flights.

2.2 The Carrier may, with the prior consent of the Charterer (such consent not to be unreasonably withheld) provide a substitute Carrier or replace aircraft, having similar specifications, used for the performance of the Flights by one or more other aircraft, provided that the aircraft at all times are suitable for the Flights. In case the substitute aircraft has less number of seats than the replaced aircraft, the charter price of such flight shall be adjusted on prorata basis. Furthermore, in case if passengers are denied boarding due to less number of available seats, the Carrier shall be liable for any penalties imposed on Charterer.

2.3 In case the Aircraft is not able to operate any/all flights, Carrier shall arrange a suitable replacement aircraft.

2.4 In case Carrier is unable to arrange a replacement aircraft, Charterer can charter an aircraft from any other airline/operator. The difference in price of such chartered aircraft from any other airline shall reimbursed by the Carrier to the Charterer.

### **3. OPERATIONAL CONTROL**

3.1 The cockpit crew shall be subject to the authority of the captain in command. The aircraft shall at all times remain under the operational control of the Carrier, and orders of the captain in command shall be strictly adhered to by the Charterer and the passengers.

3.2 The Carrier determines the routes and deviations there from, for the Flights.

### **4. SERVICES DURING THE FLIGHTS**

4.1 The Carrier shall provide to the passengers on the Flights, the services agreed in the Specific Conditions of this Air Charter Agreement.

### **5. CHARTER PRICE AND COSTS**

5.1 The Charterer shall pay to the Carrier the charter price agreed upon in the Air Charter Agreement.

### **6. ADJUSTMENTS TO THE CHARTERPRICE**

6.1 The charter price shall be as adjusted or fixed, as it is mentioned in the Specific Conditions of this Air Charter Agreement.

### **7. PAYMENT**

7.1 Payment of the charter price shall be effected at such time and in such manner as set out in the Air Charter Agreement. Failure to effect payment on the due date shall be deemed an essential breach of these General Conditions.

7.2 Any delay in payment due to reasons not attributable to Charterer shall not be considered as delayed payment. Provision of swift message by the Charterer shall be the conclusive proof that payment has been effected.

7.3 Payments of costs not included in the charter price shall be made against invoice on terms and conditions as set out in the invoice.

## 8. AUTHORISATIONS

8.1 The Carrier shall be responsible for all necessary permits and authorizations, from governmental or other authorities, for the performance of the Flights, including airport slots.

8.2 Any delay/cancellation or non-availability of slots after signing of the agreement shall be considered as a breach by the Carrier.

8.3 All the routes and/or slots proposed by the Carrier in this Air Charter Agreement or because of this Air Charter Agreement are subjected to confirmation by Charterer.

8.4 If a change of routes and/or slots is imposed by the relevant Authorities, Charterer will not be responsible for any additional cost to be borne by Carrier.

## 9. TICKETS

9.1 The Carrier shall not permit any passenger, baggage or cargo to be carried on board any Flight unless a ticket, baggage check or airway bill has been issued therefore.

9.2 The Charterer undertakes to provide each passenger with a ticket and specified baggage allowance for check-in. The Carrier will only issue a Master Ticket to the Charterer.

9.3 Charterer shall provide the list of all passengers no later than 3 working days before of each flight, in an electronic form. Charterer shall make an update of the list of passengers twelve (12) hours before departure of the flight (it is estimated to have an increase of 50% in the number of passengers in relation to the list of passengers provided 3 working days before the departure of the flight); from this update to the time of departure of the flight it is estimated to have about ten (10) additional passengers.

List of passengers shall be provided in the following format:

Surname	First Name	Gender	Date of Birth	Nationality	Passport Number	Issuing Country	Issue Date	Expiry Date
---------	------------	--------	---------------	-------------	-----------------	-----------------	------------	-------------

9.4 The Charterer agrees that all transportation hereunder shall be subject to the existing terms, conditions and provisions of such tickets and airway bills, and shall be subject to the applicable laws and regulations of charter traffic and other conditions of carriage.

## **10. CONDITIONS OF CARRIAGE**

10.1 These General Conditions shall be subject to the provisions of the Montreal Convention and Warsaw Convention, dated 12 October 1929, as amended by the Hague Protocol, dated 28 September 1955, concerning air transportation of passengers, baggage and cargo (the "Warsaw System").

10.2 With effect from 17 October 1998, the provisions of Articles 3 and 5 of council Regulation (EC) 2027/97 on Carrier liability in the event of accidents ("the Regulation") shall form part of these General Conditions and, in event of any inconsistency between the Warsaw System and the regulation, the Regulation shall prevail.

10.3 The use of the aircraft and the transportation performed pursuant hereto and pursuant to the Air Charter Agreement, shall be subject to the applicable laws, rules, regulations and instructions of the appropriate authorities of the countries from, to, or over which the Flights will be performed.

10.4 The Charterer shall present passengers, baggage and cargo at the airport of departure in all respects ready to commence embarkation formalities not later than one hour before the scheduled time of departure if not otherwise agreed. Arrangements of passenger and cargo handling agent outside Pakistan shall be the responsibility of Carrier.

10.5 The Charterer warrants that passengers and other parties having, or claiming, any interest in the baggage and cargo transported pursuant to these General Conditions, will comply with all applicable laws, governmental regulations and requirements, including but not limited to regulations and requirements concerning passports, health, entry and exit documents, currency and all other formalities and regulations whatsoever and will pay all dues and charges in connection therewith, notwithstanding that these dues and charges are attributable to or incurred by the Carrier.

10.6 The Carrier is entitled to refuse the transportation of a passenger from the aircraft, if the Carrier is of the opinion:

- a) that such refusal or removal is necessary for the security of the flight,

- b) that the behavior of the passenger is such that he has caused or will cause inconvenience or offence to other passengers, or his stay on board the aircraft may endanger or be hazardous to other passengers or to the passenger himself,
- c) that the passenger has failed to observe instructions issued by the Carrier, or
- d) that such refusal or removal is necessary to prevent violation of applicable laws, rules, regulations or instructions of the appropriate authorities of the countries from, to, or over which the Flight will be performed.

10.7 Carriage of live animals and DGRs shall be permissible subject to following carrier's SOPs.

10.8 No article shall be permitted on board the aircraft either as baggage, cargo or otherwise, which cannot be transported in accordance with applicable laws, rules, regulations or the Carrier's regulations, or which, in the opinion of the Carrier, is of a dangerous or hazardous nature, or the exportation, importation or carriage of which is prohibited by any country from, to or over which the Flight will be performed, or which would endanger the safety of the Flight or which would not otherwise be suitable for transportation on the aircraft.

10.9 The Charterer shall ensure that cargo or livestock transported will be received at the airport of destination by, or on behalf of, the consignee and that the airway bill will be signed as evidence confirming receipt. If the cargo or livestock is not received by or in the name of the consignee, the Carrier shall be entitled to offload and store the cargo or livestock at the expense and risk of the Charterer.

## **11. UTILISATION OF THE AIRCRAFT**

11.1 The Charterer shall be entitled to utilize all passenger space in the aircraft.

## **12. CANCELLATION OF FLIGHTS BY THE CHARTERER**

12.1 The Charterer shall have the right to cancel a flight at any time prior to the agreed date of departure. The Charterer shall, however, always be obliged to pay such part of the charter price for the cancelled Flight as set out in the Air Charter Agreement.

12.2 The Charterer shall be entitled to cancel all or any Flight, without being obliged to pay any part of the charter price, in the event that the Carrier fails, in a material way, to

fulfill its obligations pursuant to these General Conditions. In the event the charter price or part of the charter price has already received by the Carrier, the Carrier will refund to the Charterer the charter price or part of the charter price already paid to the Carrier as well as 25% of the Charter price as penalty

### **13. CANCELLATION OF FLIGHTS BY THE CARRIER**

13.1 The Carrier shall have the right to cancel all Flights:

- a) if the Charterer fails, in a material way, to fulfill its obligations pursuant to these General Conditions, or
- b) if the Charterer shall not, or shall be deemed to be unable to, or shall admit in writing its inability to pay its debts as they become due, or

13.2 The Carrier may delay or cancel a Flight without liability to the Charterer, in the event that the Flight cannot be commenced or completed due to an act or omission constituting negligence or willful misconduct on the part of the Charterer. In case of such cancellation, the Charterer shall be liable to pay the actual documented costs incurred by Carrier.

### **14. CANCELLATION DUE TO FORCE MAJEURE ETC**

14.1 The Carrier and the Charterer, respectively, may delay or cancel a Flight, at any time, in the event that the Flight cannot be performed or completed:

- a) Due to riots, strikes, lockouts (irrespective of whether the Carrier or Charterer is/are party to such labor dispute), civil commotion, the existence, apprehension or imminence of war between any nations, civil war, blockade, hijacking, embargo, Acts of God, fire, flood, fog, frost, ice, storms, epidemics, quarantine, requisition of aircraft, breakdown or accident to aircraft or any similar cause beyond of the Carrier or the Charterer,
- b) If the safety of passengers or property is reasonable deemed to be in jeopardy by the commander of the aircraft or the Carrier's supervisors.

14.2 If cancellation as mentioned in 15.1 above is not the result of contributory negligence on the part of the Carrier or the Charterer, respectively, and notification is made to the other party without delay, the Carrier shall be under no obligation or liability to the

Charterer beyond refund of the charter price or in case of cancellation of part of Flight, such portion of the charter price relating to the cancelled part of the Flight, and no cancellation fee or indemnification shall be paid by the Charterer.

## **15. LIABILITY AND INDEMNIFICATION**

15.1 The Carrier, its officers, employees and agents involved in the performance of flights, shall, under no circumstances, be subject to any liability other than the liabilities set out in these General Conditions.

15.2 In case of a delay or cancelation of a flight attributable solely to the Charterer, the Charterer shall indemnify the Carrier against all claims from passengers, shippers of cargo or other persons having contracts with the Charterer, should such claims arise from delay or cancellation of a Flight.

15.3 If there is a delay of more than 3 hours which is solely attributable to the Carrier, the Carrier shall bear passenger related compensations and/or welfare costs assumed by the Charterer as a result of such delay (if any).

15.4 In case of any delay as per 15.3 above hotel accommodation and provisioning of meals of passengers shall be arranged and paid by the Carrier.

## **16. INSURANCE**

16.1 The Carrier shall maintain all necessary insurance in full force and effect in order to cover the aggregate liability assumed by the Carrier under these General Conditions.

## **17. MISCELLANEOUS**

17.1 Carrier shall ensure that its crew and other staff is aware of Covid related protocols to be followed in Pakistan and other international destinations and shall be responsible for any Covid related testing of its crew and staff that is needed in each jurisdiction.

17.2 Neither party may, without prior written consent from the other party hereto, assign these General Conditions in whole or in part or delegate any of the rights and obligations under these General Conditions, except as expressly stated herein.

17.3 The Carrier shall provide access and share documents and records that will enable active



monitoring of operational safety and security needs of the Charterer. Scope of this monitoring shall be limited to the scope of operations covered under this agreement between Carrier and Charterer. The Carrier shall provide accurate and up-to-date information to the Charterer enabling safety & security monitoring as per applicable standards, on an agreed frequency.

17.4 The terms and conditions of these General Conditions shall not be varied otherwise than by an instrument in writing executed by the duly authorized representatives of the parties.

17.5 All notices under these General Conditions, including notices of cancellation of Flights, shall be in English and shall be made in writing. A notice shall be deemed to have been sufficiently given if sent either by personal delivery to an officer of the party to whom the same is to be given, and/or by e-mail transmission, and/or prepaid mail sent to the principal place of business of the respective party stated at the head of these General Conditions.

**a) To the Carrier**

[Address to be provided]

**b) To the Charterer**

General Manager Legal Services

With a copy to:

General Manager Fleet Planning

17.6 A notice shall be deemed as received:

- a) in the case of prepaid registered mail once it is received by the relevant party;
- b) in the case of e-mail, on the date a receipt-acknowledged e-mail is sent; and
- c) in case of fax, on the date of receipt of the copy.

**18. GOVERNING LAW**

18.1 These General Conditions and the Air Charter Agreement, shall in all respect be governed by, and construed in accordance with the laws of - England.

## **19. DISPUTES**

19.1 All disputes, controversies, breaches or claims arising out of, or in connection with, this General Conditions shall be settled:

- a) In a first instance, the Carrier and Charterer shall, through negotiation, attempt to resolve the dispute between the parties.
- b) If such negotiation fails within 15 days, the dispute shall be settled by arbitration in accordance with Alternate Dispute Resolution (ADR) Rules of ICC. The place of arbitration shall be in London.
- c) If Charterer or Carrier do not agreed upon with the outcome of ADR by ICC, the dispute shall be finally settled by arbitration in accordance with the Rules of the London Court of International Arbitration (LCIA). The place of arbitration shall be in London. Each part shall designate a judge and these two judges shall designate the President. Any part can appeal to the appropriate appellate authority in accordance with the LCIA Rules.

**Signature Page Follows**

Signed on \_\_\_\_\_ day of \_\_\_\_\_ 2021 by:

**Pakistan International Airlines**

\_\_\_\_\_

**[Name of Charter Operator]**

\_\_\_\_\_

**SPECIFIC CONDITIONS TO AIR CHARTER AGREEMENT**

Between [ \_\_\_\_\_ ] 'Carrier'

and

**Pakistan International Airlines Corporation Limited 'Charterer'**

**Preamble:**

This charter agreement is executed between [Charterer] and [Carrier].

Charterer wants to use services of Carrier to operate charter flights between Pakistan and UK/EU destinations and Carrier is willing to provide its services.

**1. Aircraft:** Described in Annex A

**2. Schedule:**

Date	Flight No	From	ETD UTC	To	ETA UTC

**3. Net Price:** US\$ \_\_\_\_\_ per rotation. Price excludes only:

- a. Passenger Taxes and Air Passenger Duty Taxes at both departing and arrival airports (without any surcharge).
- b. Catering from Pakistan (which shall be provided by PIA).
- c. All cargo taxes.
- d. Ramp and Passenger Handling in Pakistan (excluding PCAA Charges).

In case Charterer wants to operate additional flights Carrier shall, subject to availability of aircraft and crew, provide such flights on the same terms and conditions with Net Price of \_\_\_\_\_ for such additional flight on the same

routes. In case flight to any other destination is requested by Charterer the price shall be agreed with mutual consent between the two sides.

4. **Call Sign:** The charter flights shall operate on Carrier's Call Sign. However, flight numbers will be provided by PIA.
5. **Catering:** Halal hot meal catering for Y and C class from UK/EU (as per PIA menu at Annex B) shall be provided by Carrier and is included in the 'Net Price'.
6. **Baggage allowance per passenger, subject to payload and volume:**

**Sectors from the EU / UK to Pakistan**

50 kg in the hold (without number of pieces restrictions) and 1 piece up to 8 kg in the cabin for passengers in C class.

45 kg in the hold (without number of pieces restrictions) and 1 piece up to 8 kg in the cabin for passengers in Y class.

**Sectors from Pakistan to the EU / UK**

40 kg in the hold (without number of pieces restrictions) and 1 piece up to 8 kg in the cabin for passengers in C class.

30 kg in the hold (without number of pieces restrictions) and 1 piece up to 8 kg in the cabin for passengers in Y class.

Passenger Handling at UK should include provisions for Charterer to charge pax for excess baggage and/or charge for allocation of preferential seats at no additional charge

7. **Cabin Crew:** Carrier will provide \_\_\_ cabin crew staff per flight. Carrier may accept on each flight up to two (2) Charterer's representatives for customer liaison and service on-board items only. For the avoidance of doubt, such representatives shall not undertake any safety duties whatsoever. These representatives will travel as passengers with allocated seats. Carrier will assign sufficient crew sets to serve the operation.
8. **On-Site Engineers:** Carrier will position sufficient engineers in the EU / UK and in Pakistan to support the operation at its cost. In case Carrier requires technical assistance from Charterer in Pakistan it shall enter into a separate agreement with EBD Division of PIA Engineering Department.

**9. Seats to be blocked for crew /maintenance engineers / ground coordinator:**

[TBD]

**10. Adjustments to the charter price:**

In the event of an aircraft layover or diversion:

- a. for reasons attributable to the Charterer, price will be adjusted to reflect additional costs incurred by the Carrier and will be due for payment by the Charterer.
- b. for reasons attributable to the Carrier, Carrier will assume the additional costs.
- c. for reasons of Force Majeure, the additional costs incurred by the Carrier and/or Charterer shall be shared between the Carrier and the Charterer on 50% basis for the Charterer and a 50% basis for the Carrier.
- d. Additional Cost Claim: Satisfactory supporting documents must be provided by Carrier to Charterer or vice versa for the claim of any additional cost.

**11. Payment conditions:**

Charterer will make payment of 'Net Price' to Carrier in advance two days prior of departure of first flight of rotation in the designated bank account.

Reconciliation of travelled passengers shall be carried out within 48 hours of each flight

The payment of Passenger Taxes and Air Passenger Duty Taxes will be paid as per actual load within 48 hours of the reconciliation of passengers between Carrier and Charterer.

Carrier's bank account for payments is:

[To be provided]

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-----  
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All payments due to the Carrier under this Agreement shall be made by swift transfer to of good bank funds net of any taxes, fees or bank charges to the Carrier's Account.

**12. Cancellation fees:**

Subject to other terms and conditions of this Agreement and the General Conditions, the cancellation charges applicable in the event of cancellation of one rotation should be paid (if applicable) by the Charterer to the Carrier under the following conditions:

- i. If the cancellation is made within 72 hours of the time of the departure of the first rotation flight, costs incurred by the carrier until such cancellation is made, if any, on production of evidence.
- ii. No cancellation fees will be paid to Carrier if cancellation is made before 72 hours of the time of the departure of the first flight of the rotation.

Note: the cancellation fees, if due, are payable within 5 days of the notice date.

**13. Passengers Manifest:**

As General conditions: "Charterer shall provide the list of all passengers (pax manifest) no later than 3 working days before of each flight, in an electronic form to the following:

e-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If all passengers have a valid charterer ticket, last minute changes in passengers list will be accepted if sent to [Email address] no later than 12 hours before flight departure.

Charterer shall make an update of the list of passengers twelve (12) hours before departure of the flight (it is estimated to have an increase of 50% in the number of passengers in relation to the list of passengers provided 3 working days before the departure of the flight); from this update to the time of departure of the flight it is estimated to have about ten (10) additional passengers.

**14. Passenger's reporting time for check-in:**

It is the Charterer's responsibility to advise all passengers of reporting time for check- in.

**Signature Page to Follow**

Signed on \_\_\_\_\_ day of \_\_\_\_\_ 2021 by:

**Pakistan International Airlines**

\_\_\_\_\_

**[Name of Charter Operator]**

\_\_\_\_\_



## Annex A

### Aircraft

Owner	
Operator	
State of Registration of Aircraft	
Regulatory Authority	
Aircraft Type	
Aircraft Serial Number	
Year of Manufacture	
Aircraft Registration	
Seat Configuration	

## Financial Proposal

### 1. General

The Financial Proposal shall be read in conjunction with the conditions of tender together with the Technical Proposal.

### 2. Currency of Prices

US Dollars (USD).

### 3. Rates and Prices

- i. The Financial Proposal shall be provided for Charter Cost of rotation flight.
- ii. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the bidder.
- iii. Except as otherwise expressly provided, the rates and amounts entered in the Financial Proposal shall be the rates at which the Charterer shall be paid.
- iv. Unless otherwise stipulated, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- v. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Financial Proposal.

The bidder shall be deemed to have obtained all information which may affect the bid price.

SNo.	From	To	All inclusive Rotation Price
1.	UK	PAK	
	PAK	UK	
2.	CDG	PAK	
	PAK	CDG	

**PAK may include ISB, LHE or KHI**

The price excludes only:

- a. Passenger Taxes and Air Passenger Duty Taxes at both departing and arrival

airports (without any surcharge).

- b. Catering from Pakistan (which shall be provided by PIA).
- c. All cargo taxes.
- d. Ramp and Passenger Handling in Pakistan (excluding PCAA Charges).

### **Integrity Pact**

**[Name of Charter Operator]** hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Charter Operator]** 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, Representative, 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 GoP, except that which has been expressly declared pursuant hereto.

**[Name of Charter Operator]** 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**[Name of Charter Operator]** 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **[Name of Charter Operator]** agrees to indemnify GoP for any reasonable and direct loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Charter Operator]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Signature:

Name:

Title:

Address: