

INVITATION TO BID

Hiring of Transport Services for Pick Up/Drop of Staff & Officers at RWP/ISB Station

(Ref: GMCM/Trnspt/Staff Pick-Drop/RWP-ISB /01/25)

Pakistan International Airlines Company Limited, the national flag carrier, invites sealed bids from companies/ firms registered with IncomeTax and SalesTax Departments and who are on Active Tax payers List of the Federal Board of Revenue for Hiring of Transport Services for Pick Up/Drop of Staff & Officers at RWP/ISB Station.

Bidding documents, containing detailed terms and conditions, etc. are available electronically and can be downloaded from PPRA <u>www.ppra.org.pk</u>, PIA Website <u>www.piac.com.pk</u> as well as from E-PADS (PPRA) <u>https://eprocure.gov.pk/#/auth/login</u>. Bidders need to get registered at E-PADS (PPRA) to access the tender document and other relevant information including electronic bid submission. Price of thebidding documents is **PKR 15,000** (nonrefundable) to be submitted through a pay order in the name of PIACL along with technical proposal.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS on or before **10-02-2025 at 1030 Hrs (PST).** Bids will be opened on the same day at **11:00 Hrs** through EPADS.

Bidders MUSTsubmit their bids through E-PADS, Manual submission of bid without E-PADS electronic bid is NOT allowed. The original Pay Order for Tender Fee & Bid Security to be submitted with hard copy of Technical Proposaladdressed to **GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi,** as per above mentioned date &time.

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

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



Ref: GMCM/Trnspt/Staff Pick-Drop/RWP-ISB /01/25

M/S_____

Sub: <u>Hiring of Transport Services for Pick Up/Drop of Staff & Officers at RWP/ISB</u> <u>Station</u>

Dear Sir/Madam,

We are pleased to invite your sealed tenders for the services/ items listed in the attached schedule (s). The terms & conditions of the tender/services/supplies are given below:-

A) SUBMISSIONOF TENDER

1. Bidders MUST submit their bids through E-PADS, Manual submission of bid without E-PADS electronic bid is NOT allowed. The original Pay Order for Tender Fee & Bid Security to be submitted with hard copy of Technical Proposal addressed to GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi latest by 10-02-2025 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 10:30hourson the specified date. You may also send your tenders through registered A/D mail addressed to GMContactManagement, whichmust reach before the closing date and time mentioned above. Tenders will be opened at11:00 hours on the same day in the presence of tenderers.

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

3. Biddersare required to submit a Pay Orderof PKR 15,000/- (Not Refundable) as tender fee along with Technical Proposal.

B) <u>BID SECURITY</u> (For Local Bidders Only)

The tender should be accompanied by a Pay Order of **PKR 3,000,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Bid Security (Refundable). Bid Security in any other shape shall not be accepted. Bid Security deposited against a running contract (s) purchase orders(s) shall not be transferable as Bid Security for any other tender. All tenders without Bid Security shall not be considered.

C) <u>PERFORMANCE GUARANTEE</u>(For Local Bidders Only)

The successful tenders upon award of Contract will be required to furnish security deposit in the amount equivalent to 10% of base value of of one year contract as interest free Security deposit in shape of Pay Order / Bank Guarantee. The Earnest Money/bid security already held can be converted into Security Deposit/Performance guarantee and balance amount if any shall be deposited as above.

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



D) INSTRUCTION TO BIDDER

PREPARATIONOFTENDER

"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 - TECHNICALPROPOSAL:

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:

- Original Pay Order for Bid Security/Earnest Money
- Be registered with Sales Tax Authorities; please attach copy of Registration Certificate (Local Bidders Only).
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on <u>TOP RIGHT CORNER OF PROPERLY SEALED</u> ENVELOPEBEARING COMPANY'S STAMP

F)PREPARATION OF TENDER - FINANCIALPROPOSAL

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) Quote Rates, GST, and other taxes separately.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- d) The outer cover should bear address of the General Manager Contract



Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.

- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.
- G) PRICES
- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order /Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 180 days.

H) DURATION OF CONTRACT

This Agreement shall be, valid for a period of 01 year, extendable for another two terms of one year each on same rates, terms and conditions, however any extension of this agreement shall be subject to the requirement of PIACL and subject to the satisfactory performance of services by contractor and consent of Parties.

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

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



~	Technical Evaluation		
Sr. No	Evaluation Criteria	Allocated Marks	Marks Obtained
A.	Company/ Firm Profile		
1	Year of establishment of firm (Registered with any of SECP / Concerned Sales Tax / Revenue Board Authorities)	10	
	Less than 02 Years	0	
	Between 02 and 05 Years	5	
	More than 05 Years	10	
2	No. of Personnel employed (List with Proof Required)	10	
	Less than 10	0	
	Between 10 and 25	5	
	More than 25	10	
3	Relevant Experience of Transport in Corporate Services (Proof Required)	10	
	Less than 02 Years	0	
	Between 02 and 05 Years	5	
	More than 05 Years	10	
4	No of Vehicles in Company Name (copy of documents required)	15	
	Less than 25	0	
	Between 25 and 40	05	
	Between 41 to 50	10	
	More than 51 to 60	15	
B.	Number Of The Current Contracts (Proof Required)	10	
	Less than 05	0	
	Between 05 and 10	5	
	More than 10	10	
C.	Financial standing /status of the firm		
1	Average Annual Income tax paid during last 03 years (attach income tax statement/ balance sheet /receipt of tax challans)	15	
	Between Rs. 0.5 million and Rs.1.00 million	5	
	Between Rs. 1.0 million and Rs.2.0 million	10	
	Above 3.0 million	15	
2	Average Annual Revenue (Total Revenue in last Three years / 03)	15	
	Above Rs. 100 million (A class)	15	
	Between Rs. 50 to 100 million (B class)	10	
	Between Rs. 30 to 50 million (C class)	5	
3	Financial standing of Company (As per Bank Statement of the company, the funds available / balance)	15	
	Above Rs. 20 million	15	
	Between Rs. 10 to 20 million	10	
	Less than Rs. 10 million	5	
	Grand Total Marks	100	
	Result (Minimum Qualifying Marks)	60	



Ref: GMCM/Trnspt/Staff Pick-Drop/RWP-ISB/01/25

<u>Tender Schedule A</u>

Description/Model of Vehicle	Qty	Kms / Month / All Vehicle s	Duration	Base Value / Month / Vehicle	Fuel Charges / Month / Vehicle	Total Value / Month / Vehicle PKR
Toyota or Equivalent (Micro Van) 2000CC to 2400 cc	20	168000	0530-0900 hrs 1700-2100 hrs General Shift NIAP (22 days)			
Model 2018 or above 14 seater (in excellent condition) with air-condition facility for 05 months	02	7697	0530-0730 hrs 1500-1700 hrs (buffer Shift NIIAP)			
	11	40480	0700 to 0900 hrs 1730 to 1930hrs General Shift NIAP (Saturday & Sunday Off)			
	04	8826 kms	0730-1930 hrs General Shift Blue Area) (Saturday & Sunday Off)			
	02	7072 kms	0730-0900 hrs 1730-1930 hrs RWP Booking Office (General & Shift Timings Saturday & Sunday Off)			

Brand Name Micro Van 14 seater (Aircondition facility for 05 months)



	01	5535	0700-1900hrs			
		kms	0900-1730hrs			
			(Flight Ops			
			Van) NIIAP			
			(General &			
			Shift timings			
			Saturday &			
			Sunday Off)			
	Base Value per Month (all Vehicles)					
	Base Value per year (all Vehicles)					
	Fuel charges per Month (all Vehicles)					
	Fuel charges per year (all Vehicles)					
	Total value for one year (Base+ Fuel) All Vehicles					
	Applicable Tax on base value for one year					
Total Finar	Total Financial Impact for 01 year (Base+ Fuel+Tax) All Vehicles PKR					

Terms & Conditions:

All participants are required to mention brand name of the vehicles for which rates are quoted.

- Quotations are invited with inclusive of all applicable taxes including Provincial Sales Tax.
- In case, the applicable taxes are not mentioned in the quotation, tax amount shall be deducted from the base value and financial bid will be compared accordingly.
- Base Value includes drivers' salary, maintenance cost of the vehicles, CAA parking fees /charges and all other applicable taxes.

Base value will be fixed for entire period of contract or (extension to the contract, if any), however, fuel charges will be paid on actual running basis and will be paid as below calculations.

- Micro Van @ 08 KM/ Liter (Diesel) X fuel price notified by OGRA / Finance department for the respective billing month/period.
- Micro Van @07 KM/Liter (Petrol) X fuel price notified by OGRA / Finance department for the respective billing month/period.
- All bidders are advised to mention fuel rates notified by OGRA / Finance Department for 1st half of the Month of January 2025 for calculation purpose, which will only be considered for ascertaining the contract value for approval purposes. The bidder shall have no right to claim for any error in this.

Petrol	Rs. 252.66 /Liter
Diesel	Rs. 258.34/Liter

- Financial comparison of the bidders will be considered on the basis of BASE VALUE quoted by the bidders for ALL VEHICLES cumulatively i.e. lowest in sum of all 40 vehicles.
- Per day base value will be calculated on 30 days basis.
- Successful bidder shall be required to produce all vehicles for inspection within 30 days after issuance of LOI before the execution of this agreement.



• In case vehicles are not arranged for inspection within stipulated time in LOI or any extension thereto, which may be granted by the management to the maximum of 30 days, Earnest Money/ bid security will be forfeited and LOI will be withdrawn.

In such case, necessary/ punitive action shall be taken against service provider as per PPRA & company rules.



Draft Agreement

<u>Contract for Hiring of Transport Services</u> <u>A/C Micro Vans for Pick Up & Drop of Staff / Officers at RWP/ISB Station</u>

This **AGREEMENT** is made on this day ------ **BETWEEN** Pakistan International Airlines Corporation Limited ("PIACL") a public limited company incorporated and governed under the laws of the Pakistan having its head office at PIA Building, Jinnah International Airport Karachi (Hereinafter referred as "PIACL", which expression shall include the successors, legal representative and permitted assigns).

And

M/s ------ (hereinafter referred to as "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 invites tender to hire Micro Vans (2000 to 2400cc) 14 seater, Toyota or Equivalent Model 2018 or above, in excellent condition, air-conditioner facility/operative for 05 months of the year only during the peak season of summer (herein after individually and collectively called the "Vehicle or Vehicles", as the case may be, for transportation (Pickup and Drop) of its Staff / Officers at Rawalpindi/Islamabad Station.

The vehicles provided by the contractor may individually be referred to as a **"Vehicle"** and collectively be referred to as **"Vehicles"** respectively as the context of this agreement requires.

WHEREAS the contractor has offered to provide the required vehicles, described in the schedule, to PIACL in the bidding process on the terms and conditions appearing hereinafter.

WHEREAS PIACL has accepted the above said offer of the contractor being most advantageous bidder.

NOW, THIS DEED WITNESSTH AS UNDER

<u>ARTICLE 1:</u> <u>SCOPE OF THE AGREEMENT</u>

1.1 The Contractor shall provide, specified type/model of Micro Vans 2000cc to 2400 cc Model 2018 or above in excellent condition with aircondition facility for 05 months, described in schedule and made an integral part hereof, to PIACL for pick up and drop of its Staff and Officers at RWP/ISB Station.

ARTICLE 2: TERMS OF THE AGREEMENT

2.1 This Agreement shall be, valid for a period of 01 year w.e.f. ------ and shall expire on -----, extendable for another two terms of one year each on same rates, terms and conditions, however any extension of this agreement shall be subject to the requirement of PIACL and subject to the satisfactory performance of services by contractor and consent of Parties.



2.2 This Agreement may be terminated by either party by giving to the other a notice in writing of 90 (Ninety 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 registered email in case of any breach of terms and conditions of this Agreement by the Contractor and or any other reason as a consequence of which the contractor becomes incapable of performing its obligations under this agreement.

2.4 PIACL shall have the right to increase, decrease the number of vehicles as per its demand or requirement whenever deemed appropriate during the contract period. The contractor shall be liable to act upon the requirement of PIALC, either decrease or increase the number of vehicles of same specifications on same rates terms and conditions.

ARTICLE 3: NOTICES

3.1 All Notices for the termination of this Agreement shall be served in writing through Courier OR Registered A/D post OR Email, 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 (Contract Management) PIA Head Office, Karachi Airport, Karachi. Email: <u>gm.cm@piac.aero</u>
Сору :	Chief Project Officer/In-Charge (M.T) PIA Head Office, Karachi Airport, Karachi. Email: chief project <u>officer@piac.aero</u> Dy. General Manager MT Islamabad Email: isbotpk @piac.aero, Incharge M.T Karachi Email: Incharge M.T@piac.aero

CONTRACTOR

Attention :	Mr
	M/s
	Office:

Email:

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.



<u>ARTICLE 5 :</u> 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 Chief Project Officer/Dy General Manager MT / General Manager (Contracts Management) of PIACL regarding any matter arising out of this Agreement.

<u>Article 6 :</u> <u>Schedules / Annexes</u>

6.1 For all intents and purposes, the schedule / Annexes of this agreement shall form an integral part of this agreement and the contractor shall comply with and fulfill all the terms and conditions stipulated in such schedules and annexes. Any failure by the contractor to comply with any terms and conditions incorporated in the schedules / annexes shall be deemed as breach of this agreement.

6.2 The timings and routes for pick up and drop are subject to change at any time according to the requirement of PIACL as may be determined by PIACL from time to time.

6.3 In case of new routes are introduced or any of the existing route is required to be extended then a joint survey will be carried out by the representative of MT Division and the contractor to ascertain the actual distance to be covered by the contractual vehicles.

<u>ARTICLE-7</u> <u>CONDITION AND INSPECTION OF A/C VEHICLE</u>

7.1 The Contractor shall be under obligation to arrange and provide fully serviceable, roadworthy and technically sound condition Micro Vans 2000 CC to 2400 Model 2018 or above with 05 (five months) Air-conditioned facilities in peak season of summer and rest of months will be without Air-condition services as requisitioned by PIACL of required model / make as described in the schedule, for pickup and drop of staff/officers at Rawalpindi/Islamabad Station. Any deviation in this regard shall be treated as breach / violation of the Agreement by the contractor.

7.2 The Dy. G.M MT/ In-Charge MT, and or his nominee (s) shall have right to inspect the vehicle and check the documents of the hired vehicle and their drivers in order to check their validity. Each driver shall possess the original CNIC & valid HTV/LTV driving license during the travelling as required by the PIACL. If driver without his original CNIC and or valid driving license is found driving vehicles under this Agreement, it shall be treated as breach / violation of this Agreement by the contractor.

7.3 Drivers to be assigned for duties must be well conversant to national language (Urdu) and shall be able to speak and understand Urdu. The driver shall be well aware of the destinations. Any deviation in this regard shall be treated as breach / violation of the Agreement by the contractor.

7.4 All vehicles engaged in the services under this Agreement shall be in possession of original registration documents and other necessary documents etc for running of the vehicles for this purpose. Any deviation in this regard shall be treated as breach / violation of the Agreement by the contractor.

<u>ARTICLE-8</u> <u>OBLIGATIONS OF THE CONTRACTOR / PENALTIES</u>



8.1 The drivers engaged in the performance of services under this Agreement shall observe satisfactory disciplinary conduct and should be in presentable / clean uniform. The drivers shall at all times be in possession of Original CNIC & valid driving license, if any unlicensed driver is found driving under this Agreement, shall be treated as a breach of this agreement and a Fine **(a) Rs. 10,000**/- per occurrence shall be imposed on the Contractor. Drivers shall abstain from consumption of alcoholic beverages, drugs, pan, gutka and such like items etc.

8.2 All expenses incurred on the maintenance, registration, insurance, purchase of fuel, lubrication, spares, payment of wages/salary to the drivers / staff and any other expenses / cost arising out of, relating to and / or in connection with the performance of contractual obligations by the contractor under this Agreement shall be the sole responsibilities of the contractor, including space charges, parking / entry fees charges by PCAA or any other fees / charges of other agencies / departments.

8.3 Contractor shall be liable to pay all taxes as may be levied by Federal Government, Provincial Government including provincial services tax, toll tax, PCAA charges, parking fees and /or any other local / municipal authority charges / fees under this Agreement or any services performed under this Agreement and on vehicles used by contractor under this Agreement.

8.4 In case of breakdown of vehicle or malfunctioning of Air conditioning system in peak season of summer/heating system in winter season of vehicle during execution of operation and unserviceability or late pickup, a margin of 30 minutes will be given to the contractor for arranging similar alternative arrangement. In case, alternative vehicle arrives after said marginal time then a fine @ Rs. 10,000/- per incident will be imposed upon the contractor in addition to any other penal action which PIACL may take to cure the loss or any damage without limitation described under the provision of this Agreement.

8.5 The contractor hereby undertakes that in the performance of the services under this Agreement it shall fully comply with laws pertaining to employment and other matters and further undertakes to assume entire liabilities for the settlement of all claims resulting from and arising out 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.

8.6 The contractor hereby agrees that PIACL shall be entitled to recover the amount due against it in any manner whatsoever under this Agreement from any amount payable by the contractor to PIACL under this Agreement.

8.7 Apart from the above, the contractor shall be liable to perform all acts required under the law and / or otherwise in connection with the provisioning of services under this Agreement.

8.8 The Contractor shall be required to provide list of drivers and following documents to Deputy General Manager M.T/ISB/KHI or his nominee within 15 days of issuance of LOI. It shall be responsibility of the contractor not to change the driver for a definite period of time and in case a new driver is deployed, it shall be the responsibility of the contractor to provide documents of such replaced driver as mentioned below.

- Valid CNIC (Copy)
- Latest Police Verification (Copy)
- Valid Permanent Driving License (Copy)
- Latest medical fitness certificate. All employees & drivers of contractor must be vaccinated. A copy of the certificate is to be provided.
- Vehicles Registration documents (Copy)



• Vehicles Insurance documents (Copy)

8.09 All Labor laws and rules / regulations pertaining to hiring of drivers / staff shall strictly be implemented by the contractor to execute the services under this Agreement. Likewise, all the salaries, wages, and or other perks and privileges / overtime / allowances to its staff and or employee by the contractor, for the performance of services under this Agreement, shall be sole responsibility of the contractor.

8.10 The Contractor shall be required to register it's employees with **EOBI**, **Social Security** and any other authorities as may be required under the law. The contractor shall be responsible to pay all contributions pertaining to EOBI, Social Security and any other authority in respect of its employees and original receipts of such contribution paid to the respective authorities must be submitted with monthly bills / invoices and the same will be returned after **confirmation**. Any violation in this regards shall be deemed as breach of contract.

8.11 The drivers must have **at least 05 years' experience** in the respective field post license in **three (03) shifts pattern** with one clear off and will not perform duty for more than 16 hours in a shift at one time in case of operational requirement.

8.12 The monthly salaries for drivers hired by the contactor will be in accordance with current minimum wages rules set by the Federal / Provincial Government for the current / respective year during the contract period. The salaries of drivers shall be disbursed through Bank Account.

8.14 All vehicles under this agreement must be equipped with First Aid kit & Fire Extinguisher, all other necessary tools and spares of vehicles.

8.15 The contractor is liable to arrange/provide vehicles and make it operational during the tenure stipulated in the Letter of Intent (LOI). In case of any delay in arranging of required vehicles as mentioned, a penalty of Rs. 10,000/- per vehicle per day will be imposed on the Contractor which will be deducted from the earnest money / bid security and from the monthly bill.

8.16 The contractor agrees and accepts that following conditions /actions shall warrant penalty of Rs.5,000/- per breach / per day, unless cured:

- a) Cleanliness of driver with uniform
- b) Cleanliness of vehicles
- c) Misbehavior of driver
- d) Outlook of Vehicles
- e) Fitness of Vehicles
- f) Double duty of drivers
- g) Drivers found using pan, gutka or busy on mobile phone for longer periods etc

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

8.17 Penalty of Rs. 30,000/- per occurrence will be imposed against breach Article- 5 of this Agreement.

8.18 The contractor shall be liable for penalty of **Rs. 10,000/-** per vehicle / violation / per day for breach of any clause of Article 6 of this agreement.

8.19 Kilometers for payments of fuel charges will be calculated from the first pick up and last drop.

<u>ARTICLE 9:</u> PERFORMANCE GUARANTEE / SECURITY DEPOSIT

9.1 The Contractor has deposited Pay Order / Bank Guarantee a sum Rs.

/- of interest free PERFORMANCE GUARNATEE / Security Deposit vide document No. dated...... 15 days before the execution of this Agreement with Finance Manager Head Office payment PIACL. This Agreement shall not be enforced if the contractor failed to pay the security deposit at the time stipulated hereinabove. 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 up to 03 Months after the termination of agreement or any extension thereof.

<u>ARTICLE 10:</u> 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 at the rates mentioned in the LOI / tender.

10.2 The Contractor shall submit its monthly bill(s) before 2^{nd} of proceeding month and payment to it shall be made within `20 days of the receipt of the bill(s) after proper verification of receipt of services and after making adjustments of all dues recoverable from the contractor under this Agreement and or any other Agreement.

10.3~ The fuel price upward / downward for calculation of fuel charges will be affected accordingly.

Description/Model of Vehicle	Qty	Kms / Month / All Vehicles	Duration	Base Value / Month / Vehicle	Fuel Charges / Month / Vehicle	Total Value / Month / Vehicle
Micro Van 2000CC	20	168000	0530-0900 hrs			
to 2400CC Model			1700 - 2100			
2018 or above			hrs			
(petrol/diesel) with			General Shift			
05 months			NIAP (30			
Aircondition facility.			days <u>)</u>			
	02	7697	0530-0730 hrs			
			1500-1700 hrs			
			(buffer Shift			
			NIIAP)			



04	40480 8826 kms	0700 to 0900hrs 1730 to 1930hrs General Shift NIAP (30 days) 0730-1930 hrs General Shift Blue Area)					
02	7072 kms	0730-0900 hrs					
	/ 0 / 2 mile	1730-1930 hrs RWP Bookoing Office					
		(General & Shift Timings)					
01	5535 kms	0700-1900hrs 0900-1730hrs (Flight Ops Van) NIIAP (General & Shift timings)					
	Base Value per Month (all Vehicles)						
	Base Value per year (all Vehicles)						
	Fuel charges per Month (all Vehicles)						
		Fuel charges					
	Total value for one year (Base+ Fuel) All Vehicles						
		pplicable Tax on b					
Total Financia	Total Financial Impact for 01 year (Base+ Fuel+Tax) All Vehicles PKR						

ARTICLE-11 RECOVERIES

11.1 Among any sum of money recoverable from the contractor due to any default under this Agreement or otherwise PIACL shall be entitled to deduct the said recoverable amount from the Security Deposit of the contractor held by PIACL or any bill / invoice payable to the contractor.

<u>ARTICLE-12</u> INSURANCE INDEMNITY:

12.1 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, passengers i. e. employees of PIACL travelling on board the Contractor's vehicles for the payment 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's vehicles under this Agreement.

12.2 In case of an accident involving death, physical injury or loss of property to any person not being PIACL employee, PIACL shall not be liable to settle any claim in this regard, in such event PIACL shall be reimbursed forthwith by the Contractor, PIACL shall further entitled to recover any such amount from the Contractor whether under this Agreement or otherwise.

12.3 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 its sustained as the same shall be covered by insurance maintained by contractor.

12.4 The Contractor shall indemnify and hold harmless PIACL, its employees, servants and agents in respect of any claims, liabilities, all losses, fines and expenses arising from or caused whether or not by any breach of this agreement or any negligent act or omission, misconduct or misrepresentation by the Contractor, its employees, servants or agents, on whatever legal title such claim or liability might be based. In the event that such a claim or suit is commenced against PIACL or IACL being made party to it, the Contractor shall be responsible to defend PIACL in addition to bear the costs and amount of such Litigation and pay the amount of decree or penalty on the judgment or settlement of the claim and all expenses incidental thereto.

ARTICLE-13 COORDINATOR:

13.1 PIACL in its discretion may appoint from its employee's Coordinator(s) at Rawalpindi/Islamabad Station 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-14 NO BROKER:

14.1 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 judgment which may be suffered by accrued against, charged to or are recoverable from PIACL and which arises out of Contractor's action or negations with or in respect to Brokers/Agents.

14.2 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 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-15 INSOLVENCY AND BREACH OF CONTRACT

15.1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or 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 forth within 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.

<u>ARTICLE-16</u> <u>MISCELLANEOUS</u>

16.1 This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreement, understanding, and undertaking relating to the subject.

16.2 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.

16.3 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-mentioned Cars and other vehicles fully serviceable, road worthy and technically sound in term of this agreement from any sub-contractor, PIACL shall remain indemnified by the contractor against any claim of any nature whatsoever arising out of such sub-contractor/ hiring.

16.4 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.

16.5 The failure of either party at any time requires thereby requiring it the performance of any term and condition of this Agreement, shall no way effect the right of that party, thereafter, to enforce the same at any subsequent stage.

16.6 If any Law requires that one or both parties of this Agreement register this agreement pursuance to such a Law, the entire cost of such registration shall be borne by the Contractor.

16.7 This agreement shall be binding upon and shall insure to the benefits to both parties hereto, and their respective successors and assigns provided always that any assignment should have been made in accordance with the terms of article hereof.

ARTICLE-17 GOVERNING LAW & DISPUTE RESOLUTION

17.1 This Agreement shall be governed and interpreted in accordance with Laws of Pakistan.

17.2 The parties agree & submit themselves to exclusive jurisdiction of the courts at Karachi.

17.3 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 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.

<u>ARTICLE-18</u> <u>FORCE MAJEURE:</u>



18.1 Except as provided under this agreement neither party shall be liable for any failure or delay in performance other that their obligation if such is caused due to act of public enemy, ear rebellion, insurrection, act of God and act of state. Force majeure or any other cause beyond the control of the parties provided that in the event of such stoppage or failure, the Contractor shall use its best endeavors to fulfill its obligations herein under immediate intimation to PIACL of failure to perform.

IN WITNESS WHEREOF The parties hereinto set their hands on the day, month and the year mentioned herein above.

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

Signature & Seal	Signature & Seal		
Name Designation	Name Designation:		
WITNESS:	WITNESS:		
Signature	Signature		
Name	Name		
N.I.C	N.I.C		
Address	Address		



INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

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

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

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements an 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 time the sum of any commission, gratification, brief, 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 ManagerContract Management Supply Chain Management Department Pakistan International Airlines Karachi

Subject: <u>Undertaking to Execute Contract</u>

Dear Sir,

- 1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the eventour/my tender for supply/Services of _______ to PIACL is approved and accepted:
- 2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
- **3.** That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us /me.
- 4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
- 5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIACL the Bid Security/Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature					
Name in full					
Designation					
Address					
Phone /Mob#					
CNIC					
Seal					
Date					
Email Address:					