

Ref: GM(P)/CONT/ Cargo System /19
Dated; 9th August, 2019.

M/S _____

Sub: **Tender for Air Cargo System.**

Dear Sirs,

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

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to **General Manager (Procurement)**, PIA Supply Chain Management Building JIAP Karachi latest by **26-08-2019** by 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 Building JIAP Karachi latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to **General Manager Procurement**, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers (optional).

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

3. Bidders are required to submit a Pay Order of Rs 3,000.00 (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders)

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

Note: Submission of Tender Fee and 2% Earnest Money only for Local Bidders

C) SECURITY DEPOSIT

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

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

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “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 returned *un-opened* to the respective bidders.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

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

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

PIA’s requirements with Technical Specifications are given.

Bidders **MUST:**

- Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate). (Local Bidders Only)
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Proforma issued by PIA.
- Affix the company seal on all tender documents.
- Tender Fee Pay Order in favour of M/s. PIAC
- Each page of Tender document should be sign & stamped.

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 02% Earnest Money in favor of Ms PIAC (Local Bidders).
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Contracts & Agreements, PIA P&L Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

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G) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 90 days (Extendable in line with Rules).

H) Duration of Contract

The Contract duration is initially for one (01) year starting from the date of issuance of Acceptance Letter and it is extendable based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser. Contract may be extendable with mutual consent subject to the satisfactory performance of the vendor for further two (02) terms at same rates terms and conditions.

General Manager (Procurement)

Supply Chain Management

1st Floor SCM Building (old P&L), PIA Head Office,
JIAP Karachi 75200 Pakistan.

Tel +92-21-9904 3081
+92-21-9904 4101

Email: khijzpk@piac.aero, contract.administration@piac.aero
asad.bukhari@piac.aero

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AIR CARGO MANAGEMENT SYSTEM FOR PIA

BACKGROUND

Pakistan International Airlines Corporation Limited (PIACL) is in the business of air transportation of passengers and cargo and related businesses. PIA's primary focus is to serve the Pakistani community at large and travelers across the globe. The provision of transportation to expatriates has remained one of the foremost priorities of the national airline. The airline has its presence in five continents with offices and stations located throughout the country and across the world.

As a part of strategizing its position in the niche markets, and to opt for the latest technological platforms, PIACL is looking for services of an integrated **Cargo Management system**.

We require a sophisticated and comprehensive cargo management system providing airline with complete end-to-end control over the sale, operation and management of cargo. The system should be functionally rich and capable of addressing the total air cargo cycle. We are concerned in cost-effective, integrating the processing of all cargo-related business activities. The system should be easy to learn and use and have customized configurations to best suit a carrier's operational and commercial needs.

The products should support all key air cargo business functions including sales, operations, Revenue management and mail handling. The modules are tightly coupled, integrated and share database for customer data, configurations and other parameters. The modules are independently deployable in any combination and are available as Software-as-a-Service model with application hosted by IBS and traditional license model with customer hosting.

SCOPE OF WORK / DESIRED SPECIFICATIONS OF THE CARGO SYSTEM FOR DOMESTIC AND INTERNATIONAL OPERATIONS.

PIA intends to select Cargo Management system provider which should have following below mentioned functionalities in line with IATA standards.

1. Flight Schedule

- Provision of uploading SSIM file.
- Availability of IATA standard flight schedule such as ASM, SSM.
- Audit trail must be available for each flight.
- User friendly manual updating of flight schedule.

2. Stock Management

- Ability to maintain inventory at Agent, Station and Head Office level.
- Capability to **BLOCK** and **Withdraw AWB STOCK** from Agent, Station.
- Audit trail must be available for each AWB and stock.

3. Cargo Bookings

- E-Booking (Cargo Web, Portal Interfaces)
- Creation of cargo booking with the minimum key strokes.
- Capability to send, receive and process IATA standard EDI booking messages.
- IATA standard compliant availability of e-AWB facility.
- Provision for creation of restricted user IDS according to the required functions. Such as for freight forwarders, GSAs, GHAs and Airline employees.
- AWB and label printing.
- Auto pricing of AWBs including Interlining, Trucking, SPA, Tonnage, Spot Rate and any other applicable.
- Audit trail must be available for each AWB.

4. Postal Mail Management

- Mail AWB generation.
- Flexible processing of postal mail booking and related messages.
- Ability to process postal related EDI messages (From Acceptance till Delivery).
- End-to-end tracking.
- Auto pricing of Mail AWBs.
- Audit trail of every parcel from acceptance till delivery.

5. Revenue Management

- Aircraft, Route and flight wise capacity management.
- Availability of all Cargo Revenue Management Functionalities must be as per IATA/Airline cargo Industry requirements.
- Flexible and broad range pricing parameters with auto pricing and rates management facilities.
 - TACT Rate
 - Company Publish Rates
 - Commodity Wise
 - Class Wise
 - Tonnage Deals
 - Sector Wise
 - Flight Wise
 - Region Wise
 - Ad-hoc/Spot Wise
 - Agent, shipper& Group Wise
 - Percentage Discount
- Projected Flight Revenue.
- Advanced space management capability with yield optimizing engine.
- Facilitates critical decision support.
- Secure ad-hoc controls and complete audit trail ensures pricing policies are maintained.
 - Bilateral/Special prorates agreement management.
 - Code share Management facility
- Management Reports.

6. REVENUE ACCOUNTING TOOLS

- CASS interface.
- Accounting CCA initiation and processing.
- Bilateral/Special prorates agreement management.
- Billings and invoices management.
- Flight Handling and Trucking cost management.
- Credit limitation control.
- Rates Management
- Currency Conversion management.
- Debit/credit note management.
- Freight forwarders Creation and control.
- Reconciliation of sales and up-lift
- Management Reports.

7. HANDLING

- IATA Standard EDI Messaging.
- Export processing.
- Import processing.
- Customs status entry.
- Dangerous Goods Handling
- e - AWB and e-Freight IATA Compliant facility.
- Operational CCA
- Handling Discrepancies
- Sending and receiving IATA standard flight and AWB messages (CIMP, XML and any new addition by IATA) and ability to send customized notifications (Flight Pre-Alert etc.)
- Invoicing
- Label printing
- ULD assignment
- Email Notification
- Management Reports

8. ADVANCED MANAGEMENT REPORTING TOOLS

- Dashboard.
- Business analytics
- Capable of providing extensive reporting capabilities- parameter-driven management reporting tools in variable formats.
- Capable of providing end to end audit trail for all bookings made/ AWBs processed through the system so that Audit may find it a comprehensive source of record.
- The proposed tool should have capability of offering customizable reports as per requirement of user (i.e. sales user, finance user, audit user etc.)

9. Customs Reporting (Optional):

- Direct Interface for reporting to Customs Systems for countries where applicable.

10. System Integrations

- Capable to send, receive and process in all applicable IATA standards such as CIMP, XML and any addition in future by IATA.
- E-AWB, E-freight and Cargo industry compliant.
- Support of commonly used range of communication methods including e-mail, IATA CIMP, IATA - XML standard and mobile messages (preferred not mandatory).
- Automatic e-mail notification for internal and external customers for specified milestones.
- Web based shipment status update for customers. (Online Tracking)
- Ability to provide integration capabilities (APIs, Web Services, Middleware, etc.) to facilitate integration with third party systems.
- The system should be flexible enough to integrate and able to exchange information with other airline systems such as
 - PIA Reservation System
 - PIA Departure Control System
 - PIA Weight & Balance System
 - PIA Revenue Accounting System
 - PIA Flight Operations System
 - PIA Schedule Planning System
 - PIA ULD Management System
- Weigh Bridges interfacing/integration

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General Requirements

System should also be capable of providing following features integrated with modules defined in scope of work. However, vendor is required to mention all below given features on separate sheet clearly identifying where these features exist or provide YES/NO accordingly.

- **Dashboards** - The system should be able to provide executive and functional dashboards covering all the KPIs of the airline operations and business. The visually rich dashboards to provide insights in a manner that is intuitive to airlines management for their decision making. M
- **Advanced Analytics** - The system should be able to provide Next-Generation Advanced Analytics including predictive analytics, forecasting, data mining and text analysis in order to enable airline to gain deeper insights into market trends leveraging big data technologies allowing management to review the real-time airline's performance benchmarks and also to predict the marketing trends and forecast airlines position. M
- **Notification** Automatic e-mail notification for internal and external customers for specified milestones. M
- **Queues** - queues management function for send/receive messages. M
- **History** - complete history for all AWBs, Flights fields and ability to display all users' transactions. M
- **Reporting**. Ability to provide detailed reports. M
- **Taxes/Fees/Surcharges**. Ability to retrieve all applicable taxes/ fees/ surcharges by country or by city pair. M
- **MOP**. Ability to support multiple forms of payment (CC, Invoice, Miles, check, cash...). M
- **Calculation Mileage**. Ability to support mileage based calculation for POMAIL and Interline. M
- **Flight Range**. 0000-9999 flight number range must be supported. M
- **RFID**. Ability to generate RFID tags and support all related functions to RFIDs (e.g. tracking and locating etc.) D
- **Text and remarks**. Ability to add free format text and remarks on AWB and Flight. D
- **Arrival/departure flights**. Ability to display arrival/departure flights list by date : M
 - Flight number
 - Destination
 - STD/STA
 - ETD/ATD
 - ETA/ATA
 - Aircraft registration
 - Flight status
 - Bay number.
- **IATA standard formats** - Ability to support IATA standard formats for load sheet/load plan/NOTOC and other load-planning related messages. M
- **IATA messages** - Ability to process incoming LDM and CPM messages from an up-line station with third party mechanism. M
- **Lock/unlock** - Ability to provide the facility to lock, unlock a flight and cancel a flight from the System. M
- **Standard IATA UWS** - Ability to send standard IATA UWS cargo messaging for load planning and finalization. M
- **Management Reports** - The system should be able to provide information for preparation of various reports such as Advance and historic booking reports, by point of sale, by system user, by period, route (differentiating between booked and operated) or flight number. M
 - No-show statistics
 - Flight exception reports (low load flights, high load flights)
 - Monthly booking report by user and point of sales.
- **Data Storage** - Ability to store data minimum 10 years for forecasting and reports. M

- **Access**- Access to all systems and/or their functionalities must be controlled by session characteristics and by users' authorization. It shall be possible to define a group of users with limited set of functions to be defined by PIA. M
- **Access** - Ability to access system via internet/Web (secure access) and leased lines. M
- **GUI** - Graphical User Interface must be available for direct user entries for all modules. M
- **Modes** - Training, Test/acceptance and production modes are required. M
- **Access management** - Ability to manage user's profiles and privileges: M
 - Creation,
 - Amendment,
 - Suspension,
 - Cancellation.
- **Help** - Ability to provide help information, user guides, tutorials and self-paced learning. M
- **Session** - Ability to auto sign-out after a defined period of inactivity (to be specified).D
- **Log** - History logging for all modules must be available (who, when and what change were made). M
- **Security** - The provider must guarantee: M
 - Security
 - confidentiality
 - integrity of data
- **Service Desk** - There should be 24 x 7 x 365 round the clock service desk for incident and problem management with well-defined support model and escalation matrix. M
- **Availability** - Fully automated with proven track record of 99.9% uptime. M
- **Disaster Recovery**- Policies, tools and procedures to enable the recovery of the system without any disruption. M
- **Scalability** - The system should be capable of managing existing and future technology innovation for at least 10 years. The system should be Scalable and can support over 500 concurrent sessions. M
- **Audit Trails**- The system should provide audit trails for the users or system activity, for entire contract period, and afterwards would provide the data to the client. M
- **Online Training** - Availability of Online Training Modules for Airlines Staff. M
- **Upgrades** - vendor will not charge for the upgrades, version change, or even feature or product change during the contract period. M
- **Compliance** - System must be compatible /Compliant with e-AWB, e-Freight and Cargo StB (Simplifying the Business) IATA initiatives. M

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PROPOSAL SUBMISSION GUIDELINES

SCHEDULE OF EVENTS

Event	Date*
Release of RFP	
Submission of request for Clarification, if any, from Vendor/Service Provider (written/email khizjpk@piac.aero)	
PIA response to the bidders	
Opening of Technical Bids	
Technical Evaluation and proposal demo/walkthrough/presentation	
Issuance of Technical Evaluation Report	
Opening of Financial Bid	
Issuance of LOI/Signing of Contract	

*Subject to Change at PIA's sole discretion (in line with Rules)

SPECIFICATION OF THE SYSTEM

As part of its Technical Proposal, the vendor/bidder must provide the company profile, products briefs and related documentation that will be delivered. Two complete hardcopy sets of documentation for all Contractor supplied components for this Project must be furnished, in addition to soft copies on CDs/USBs.

The documents should feature clear organization of contents, easy to understand language (English), useful graphic presentations, and a thorough index and glossary. These will be under the following categories:

- Detailed list of Clients (Specifically Airlines)
- Company financial statements

INQUIRIES

All questions and any form of communications with PIACL regarding this RFP must be in writing and only be directed to the RFP Contact named in schedule of events of this RFP unless otherwise advised in writing from the RFP Contact. Verbal responses to enquiries are not binding on any party.

ACCEPTANCE, AWARD AND REJECTION

- PIACL reserves the right to terminate the process without awarding the contract.
- PIACL reserves the right to accept or reject any part, or all, of each proposal submission and/or not to make an award if none of the proposals received meet the requirements.
- PIACL will not be responsible in law or in equity to any bidder/proponent for any claim for losses or damages, or any other relief, arising out of the RFP process including the selection or rejection of any particular section of this proposal.
- The interpretation of PIACL of the contents of the official proposal/documents shall prevail.

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SYSTEM ACCEPTANCE TESTING

- Unsatisfactory performance of the System may result in rejection of part or all of the system under Acceptance testing. Acceptance testing will run for one week. Acceptance test will end when the performance of the system has successfully met the Functional & Technical requirement.
- At the end of the successful completion of the acceptance test, the System shall be accepted.

AWARD AND EXECUTION OF CONTRACT

- PIACL will provide written notice to the successful Proponent, to advise that the proposal has been accepted.
- The successful party shall be required to enter into a contract with PIACL.

TRAINING

- The successful bidder will ensure the necessary training to Pakistan International Airline for implementation, administration, configuration, operations and technologies used in the context of the proposed solution.
- The successful bidder must detail in its offer the training programs, the durations and the certification of the trainers. Training must be done in the form of practical workshops and include simulations based on real case studies and covering all aspects of the program.
- Vendor shall organize for training of users which includes:
 - a) Features/Functionality available
 - b) Administration/Parameterization
 - c) Trouble shooting
 - d) Interpretation of Reports/logs/dashboards etc.

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EVALUATION OF BID

SELECTION CRITERIA

Bids of the party, whose proposal complies with all of the Mandatory/Desired features as mentioned in General Requirements, will be evaluated before technical and financial requirements for total marks of 200. Selection will be made on the combine weightage of Technical and Financial Proposals. Weightage factor is as under:

- Technical Proposal: 65%
- Financial Proposal : 35%

MANDATORY REQUIREMENTS

Vendor must comply with all of the Mandatory Requirements. Failure to comply with any of the Mandatory Requirements item will automatically disqualify the bid. Documentary proof for each Mandatory Requirement shall be required.

Sr. No	Requirement	Yes/No
1	Flight Schedule	
2	Stock Management	
3	Cargo Bookings	
4	Postal Mail Management	
5	Revenue Management	
6	Revenue Accounting Tools	
7	Handling	
8	Advanced management reporting tools	
9	Customs Reporting (Optional)	
10	System Integrations	

TECHNICAL PROPOSAL'S EVALUATION

Technical Evaluation will be based on Mandatory Requirements and Technical Requirements. Vendor must comply with all of the Mandatory Requirement. Failure to comply with any of the Mandatory Requirements item will automatically disqualify the bid.

Technical Requirements are based on scoring system. Total marks are 130. Vendor must acquire 70% of the total marks of the Technical Requirements to qualify for the opening of Financial Proposal. Less than 70% of the score will result in bid's disqualification.

Sr. No	Requirements with description	Max. Marks
1	Company Age 1 Mark for every year, Maximum 10 marks	10
2	Total current clients Maximum Marks 10 50 or More clients 10 Marks 40 to 49 Clients 08 Marks 25 to 39 Clients 04 Marks 10 to 24 Clients 02 Marks less than 10 Clients 0Marks (Verifiable proof of evidence is required; letters from clients on client's original letterhead duly signed and stamped, certifying no. of clients)	10
3	Technical team strength; no. of resources in software development team engaged in making not only Cargo Management system s but also, related line-of-business applications like complaint systems, etc., with at least 3 years of experience and also the no. of people engaged in developing and maintaining the platform (if different than the software team). Again, individuals with at least 3 years of similar professional experience are eligible. 10 Marks for 50 or more people, 08 Marks for more than 30 but less than 50 people, 03 marks for more than 10 but less than 30 people (Verifiable proof of evidence is required; a letter stating the current assignment of work of the said employee with date and resume of the concerned employee)	10
4	Financial Strength (Last three (3) year's Average Gross Revenue) If PKR 4000.00 Million or above 15 Marks, Less than PKR 4000.00 Million but equal to or greater than PKR 2000.00 Million 10 Marks, Less than PKR 2000.00 Million but equal to or greater than PKR 1000.00 Million 5 Marks, Less than PKR 1000.00 Million 0 Marks. (Duly verified financial statements or Audited accounts required) Note: Revenue of a subsidiary or parent company engaged in same line of business also qualify.	15
5	Certifications and Awards (for Data Security/Quality Assurance etc.) 2 or more certifications = 5 marks, else 0 marks	5

Sr. No	Criteria Technical Points; Maximum Marks are mentioned in front of each point defined in scope of work.	Marks
1	Flight Schedule (Maximum Marks 5)	
2	Stock Management (Maximum Marks 5)	
3	Cargo Bookings (Maximum Marks 10)	
4	Postal Mail Management (Maximum Marks 5)	
5	Revenue Management (Maximum Marks 10)	
6	Advanced Revenue Accounting Tools (Maximum Marks 10)	

7	Handling	(Maximum Marks 10)	
8	Advanced management reporting Tools	(Maximum Marks 10)	
9	Customs Reporting (Optional)	(Maximum marks 5)	
10	System Integrations	(Maximum Marks 10)	
11	Presentation/Walkthrough/Demo/On-site visit - Scoring for this point will be at the discretion of PIAC's evaluation team. Marks will be given on the basis of Satisfactory, Good and Excellent. Degree will solely be decided by PIACL's evaluation team.		

FINANCIAL PROPOSAL'S EVALUATION

Financial Proposal's marks are 70. The Financial proposal should give all relevant price information and should not contradict the Technical proposal in any manner. All prices should be quoted in US Dollars only. Prices should be valid for 180 days from the date of submission. All increases in price will be to vendor's account.

Audited reports of last three years will be submitted with Technical Proposal; however, their marks will be counted during Financial Evaluation of the bids.

S.No.	Criteria	Marks
1	Vendor is required to submit last three years' audited reports Provided then Marks "15" otherwise "0"	15
2	Lowest Bid 2nd Lowest 3rd Lowest Rest of the bids	55 50 45 30 each
Total Marks		70

DRAFT AGREEMENT FOR AIR CARGO MANAGEMENT SYSTEM

This agreement (“Agreement”) is made on -----+

BETWEEN

PIACL, A company incorporated under the laws of Islamic Republic of Pakistan having its principal place of business located at Quaid-e-Azam International Airport, Karachi, Pakistan (hereinafter referred to as the “PIA” which expression shall, where the context so permits, mean and include its successors-in-interest and permitted assigns) of the first part

AND

M/s. -----,

TERMS AND CONDITIONS OF THE AGREEMENT FOR CARGO MANAGEMENT SYSTEM

1 Term:

- 1.1 This Agreement shall commence and be effective from date of signing and, unless earlier terminated, shall remain in force for a period of Three (03) year up to -----

2. Services:

- 2.1 Contractor shall provide the PIA with all those Services which are to be provided by Contractor in terms of this Agreement including those services outlined in Service Level Agreement. The Services shall be provided on as and when required by the PIA and shall be in accordance with Service Performance Standards.

3. Approvals:

- 3.1 Contractor shall obtain and maintain in force at all times during the Term all licenses, approvals, consents, authorizations and licenses necessary/required to provide the Services to the PIA as per the terms of the Agreement and all documents forming part of the RFP, including but not limited to and without prejudice to the generality hereof the requisite licenses, approvals from PTA or any other relevant international, federal, provincial and local authority, agency or body.
- 3.2 PIA shall obtain and maintain in force at all times during the Term all licenses, approvals, consents, authorizations and licenses necessary to avail the Services.

4. Force Majeure:

- 4.1 No delay or failure in performance by either Party hereto shall constitute default hereunder or give rise to any claim for loss, costs, damages and expenses if, and to the extent, such delay or failure is caused by force majeure. Unless such force majeure substantially frustrates performance of this Agreement, force majeure shall not operate to excuse, but only to delay, performance.
- 4.2 Force majeure is an occurrence beyond the control and without the fault or negligence of the Party affected and which said Party is unable to prevent or provide against by the exercise of reasonable diligence including but not limited to: acts of God or the public enemy: war, rebellion, civil disturbances, sabotage, riots, floods that could not reasonably

have been anticipated; fires, explosions, or other catastrophes which are not within the reasonable control of the Party (“Force Majeure Event”).

5. Liabilities:

- 5.1** Neither Party shall be liable to the other for (i) libel, slander, or infringement of copyright from or in connection with the transmission of communications hereunder, (ii) any claim arising out of any act or omission of the other Party or its employees, agents or contractors ; or (iii) any claim arising out of a breach in the privacy or security of communications transmitted over the facilities or other property of Contractor and Contractor will not be liable for any unlawful or unauthorized use of the Equipment or Services by the PIA, its employees or agents (including all its employees, directors and sub-contractors).

6. Suspension/Termination/ of the Agreement:

- 6.1** The occurrence of any of the following events of default by either Party which if not cured within the time period permitted (if any) to cure, shall give rise to the right on the part of the other Party to terminate this Agreement; provided, however, that no such event shall be an event of default by a Party (i) if it results from a breach by the other Party or (ii) if it occurs as a result of or during a Force Majeure event:

6.1.1 The passing of a resolution by the shareholders of either Party for the winding up of such Party;

6.1.2 the voluntary filing by either Party of a petition of bankruptcy, moratorium, or other similar relief; the appointment of a provisional liquidator in a proceeding for the winding up of either Party after notice to such Party and due hearing, which appointment has not been set aside or stayed within ninety (90) days of such appointment; the making by a court with jurisdiction over either Party of an order winding up such Party that is not stayed or reversed by a court of competent authority within thirty (30) Days;

6.1.3 Faulty, inefficient, defective or deficient transmission/ provision of the Services which is not remedied within ten (10) days after notice of the defect is given;

6.1.4 suspension or outage of the Services for a period of 10 days or longer or cumulative periods together and excess of 15 days’ subject to clause 7 and 9.

6.1.5 Any material breach by either Party of this Agreement, which is not remedied within ten (10) days after notice from the other Party to the Party in breach, which notice states that a material breach of such agreement has occurred that could result in the termination of such agreement, identifies the breach in question and demands remedy thereof.

- 6.2** Where the PIA wishes to cancel at any time after the commencement of Services then PIA shall pay Contractor an amount equivalent to three (03) months service charges or give Contractor a three (3) months’ notice, in writing.

- 6.3** Notice of Termination: If either Party commits any breach of this Agreement and fails to remedy it within the applicable cure period agreed between the parties, if any, the Party not in default may by written notice immediately terminate this Agreement.

- 6.4** Upon expiration or termination of this Agreement, the Parties shall have no further obligations hereunder except for obligations that arose prior to such expiration or

termination and obligations that expressly survive such expiration or termination pursuant to this Agreement.

7. Waver:

- 7.1 Failure by either Party to exercise any rights under this Agreement in any one or more instances shall not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement shall not be deemed a waiver of any other default or continuing default, as the case may be.

8. Governing Law:

- 8.1 This Agreement shall be governed by the laws of Pakistan. Any dispute between the parties arising out of the agreement if not amicably settled shall be referred for arbitration in accordance with arbitration act of 1940. The seat of the arbitration shall be at Karachi. The parties agree to submit to the exclusive jurisdiction of the courts at Karachi.

9. Confidentiality:

- 9.1 Contractor and the PIA, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this Agreement. All information relating to the Agreement provided by either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information ("Proprietary Information"). The obligation of a Party in relation to the Proprietary Information shall not apply to that information which:

9.1.1 Now or hereafter enters the public domain through no fault of that party; or

9.1.2 can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or indirectly, from the other party hereto as evidenced by the receiving party's written records; or

9.1.3 otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and is required to be disclosed by any applicable law, governmental order, decree, regulation, license, any order of any court, authority, forum or rule to which the relevant party is subject.

10. Notices:

- 10.1 All notices provided for herein (other than routing communications concerning the services to be provided hereunder) shall be given in writing, and shall be mailed by registered and reliable courier service, return receipt requested be addressed to the following point of contact;

11. Payment:

- 11.1 No advance payments shall be made.

- 11.2 PIA shall make the payments on a monthly basis or receipt of invoice from the selected Bidder, after verifying its correctness. The invoice should be accompanied by the detailed Cargo Management System reports and online authentication transactions for verification by the PIACL's authorities.

11.3 Payment terms for implementation would be as follows:

11.3.1 50% on installation, successful commissioning and system acceptance testing of the solution by the PIACL.

11.3.2 50% after go alive of all agreed modules with satisfactory performance endorsed by the stake holders.

12. Subcontracting:

12.1 The Vendor will not subcontract or delegate or permit anyone other than the vendor's personnel to perform any of the work, service or other performance required under this agreement. In the event of the vendor's transferring or assigning its obligations under this agreement including documents forming part of this RFP, the order whole or part to anyone without PIACL's permission, he shall be considered as having thereby committed a breach of agreement in question and shall make the agreement liable to be cancelled and the security money shall be liable to be forfeited

SERVICE LEVEL AGREEMENT

- PIACL will notify the successful Bidder that it's 'Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the PIACL, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- The contract period will be for a period of three (03) years from the project date of SLA, Contract will be extendable on the basis of satisfactory performance for further two terms with the consent of both parties.
- Though the contract will be signed only with the selected principal Bidder, it shall be the selected Bidder's responsibility to ensure that the quality of work contracted with agents/associates/partners will not be compromised and will be in tune with industry standards.
- Services delivered by the vendor should comply with the SLA and any violation of SLA will attract penalties as below:
 - a) Uptime of 99.5% and above: No penalty.
 - b) Uptime of 98.5% and above but below 99.5%: 1% of total annual contract value.
 - c) Uptime of 97.5% and above but below 98.5%: 2% of total annual contract value.
 - d) Uptime of 96.5% and above but below 97.5%: 3% of total annual contract value.
 - e) Uptime of 95.5% and above but below 96.5%: 4% of total annual contract value.
 - f) Below 95.5%: 10% of total annual contract value.
 - g) Further, if the number of downtime instances during a month exceed 3 times, an additional
 - h) 0.50 % downtime will be reduced from uptime and the penalty will be calculated accordingly

If to the PIA

If to Contractor

Name:

Name:

Title:

Title:

Address:

Address:

(By Mail / Fax or personal delivery)

IN WITNESS WHEREOF this Agreement is executed by the parties hereto;

For: PIA

For: M/s. -----

By: _____
(Name in Block Letters)

By: _____
(Name in Block Letters)

(Title in Block Letters)

(Title in Block Letters)

(Signature)

(Signature)

(Date)

(Date)

Witnessed By

Witnessed By

1. _____
(Name in Block Letters)

1. _____
(Name in Block Letters)

(Title in Block Letters)

(Title in Block Letters)

(Signature)

(Signature)

(Date)

(Date)

2. _____
(Name in Block Letters)

2. _____
(Name Block Letters)

(Title in Block Letters)

(Title in Block Letters)

(Signature)

(Signature)

(Date)

(Date)

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 arrangement 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 Manager (Procurement)

Supply Chain Management,
Pakistan International Airlines,
Karachi.

Subject: Undertaking to Execute the Contract

Dear Sir,

1. We/I, the undersigned bidder does hereby confirm, agree and undertake to do following in the event our / my tender for supply/Services 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 acknowledging and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by 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 be held by PIA until three months after expiry of the contract period, including extension[s] thereof.
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 be forfeited and we / I shall not question the same.

Bidder's Signature _____

Name in Full _____

Designation _____

Cell No: _____

Email: _____

Address: _____

Phone No _____

Fax No _____

N.I.C. # _____

Seal _____

Dated _____