

HIRING OF TRANSPORT SERVICES
FOR TRANSPORTING PIA COCKPIT & CABIN CREW
AT KUALA LUMPUR, MALAYSIA

INSTRUCTIONS TO BIDDERS

PIA intends to hire services of quality Transport Service companies to enter into agreement with PIA for transportation of its crew as per details given hereunder for the term of two years. Services required and Bid Evaluation Criteria are mentioned hereunder.

- Validity of Offer should be 90 days from the date of Financial Bid Opening.
- This contract will be for two years, with a standard 90 days Exit Clause.

Bidders are required to submit their **Sealed bids on or before April 16, 2020 till 10:30Hrs local Kuala Lumpur time** at following address:

Country Manager
Pakistan International Airlines,
Suite 1801, 18th Floor,
Central Plaza, Jalan Sultan Ismail,
50250 Kuala Lumpur
Email: kuluupk@piac.aero
Tel: 03-21425444

Bids will be opened the same day at 11:00am local **Kuala Lumpur** time in presence of all participating parties who wish to attend.

Tender Opening will be based on “**Single Stage Two Envelopes Bidding Procedure**”. Accordingly, interested companies are requested to submit a Single Package containing two separate envelopes titled as “**Technical Proposal**” and “**Financial Proposal**”. The “**Technical Proposal**” shall have all details of Offers without Rates while “**Financial Proposal**” shall contain Rates along with draft agreement and Integrity Pact. Any additional details/literature/profile about Transport Company, which the bidder wants to convey, may be added on a separate sheet as an addendum and will be considered an added value to the bid.

Initially, only the envelope marked as “**Technical Proposal**” will be opened and Technical Evaluation/ Site Inspection will be carried out thereafter.

After technical evaluation, the “**Financial Proposal**” will be opened in front of Crew Hotac Committee/publicly, at station, at a time and date that will be communicated through email or phone to the technically qualified hotels well in time.

The “**Financial Proposal**” of Transport Company found technically non-qualified will be returned Un-opened to the respective bidders.

PIA will be at liberty to revise the requirement or annul the whole tender proceedings at any stage.

No tender will be entertained after expiry of the aforesaid date & time. PIA will not be responsible for postal delays or any other reason.

PIA reserves the right to reject any tender in part or full after assigning a reason, however PIA will not be required to justify the grounds of rejection.

PIA does not pledge to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations.

Interested parties who can provide these services should submit tenders directly with PIA, **no sub-agents** will be entertained. An Integrity Pact in this regard (appended below at the end of this tender document) has to be signed:

Each company must provide services for Cockpit and Cabin Crew both. Companies offering partial Services cockpit/cabin crew will not qualify.

I) Technical Proposal

Services Requirements / Technical Specifications	
Cockpit & Cabin Crew Transportation	<p><u>Service Requirments</u> Transportation of Cockpit & Cabin Crew from KL Airport to Hotel and vice Versa Hotel Royal Chulan Kuala Lumpur,</p> <ul style="list-style-type: none"> - Number of flights per week: 02 (Subject to increase of more flights) - 12-16 Cockpit & Cabin Crew per flight - Insignia of the Airline to be displayed on the vehicle <p><u>Other Requirments</u> Vehicle (preferably bus) with 30-40 Seats Properly ensured vehicles (to cover the occupants also) Preventive Maintenance of vehicles / Safety measures Qualified Drivers / Supervisors Management / Staff with sufficient Aviation Experience Capability / Capacity to undertake the transportation job Emergency backup plans History of transporting Airlines Crew / Staff Suitable location of office premises Any other merits with documentary / objective evidence</p>

Bid Evaluation criteria

Suitability of fleet plus other allied facilities & Capacity/Capability	40 Marks	30 Marks	Suitability of Fleet plus Allied facilities of the Transport Service Provider along with age and condition of the vehicles <i>(Marking based on Documentary / objective proof during visit of PIA Evaluation Team)</i>
		10 Marks	Preventive maintenance / Safety measures <i>(Evidence to be shown at the time of evaluation)</i>
		10 Marks	Capacity / Capability of the Transport Services provider based on the existing Contracts and the present fleet <i>(Evidence to be shown at the time of evaluation)</i>
Past History of Transportation of Crew	20 Marks	20 Marks	History of Transporting Airline, Crew/Staff <i>(Evidence Mention the airlines's crew/staff transported/or Transporting currently)</i>
Suitability of Location	20 Marks	20 Marks	Suitability of Location / Premises of transport company
Other merits	10 Marks	10 Marks	Any other merits based on the literature/profile provided by the company
Total Marks	100 Marks		
** Minimum required Marks to Qualify : 65 **			

II) Financial Proposal

Name of the Transport Company: _____

Particulars	To be filled by the bidder
Currency of Rates	
Rates per trip (One way i.e. Airport to Hotel or Hotel to Airport) including all taxes (In figures)	
Rates per trip (One way i.e. Airport to Hotel or Hotel to Airport) including all taxes (In Words)	
Detail of taxes included in the above rates	

Seal & Signature of Transport Service/Bidder _____

III) DRAFT AGREEMENT

This Agreement is made on _____

BETWEEN

Pakistan International Airlines Corporation, a corporation incorporated under the laws of Pakistan having its Head Office at PIA Corporate Head Office Building Karachi, Airport, Karachi and a Branch Office in the city of _____, situated at _____, _____, _____, (hereinafter referred to as the "PIAC" which expression shall where the context so admits include its successors and assigns) of the ONE PART

AND

M/s _____, having its registered office at _____, _____, _____, _____.

Whereas, PIAC in order to provide with Transportation services to its Crew/Employees requested M/s _____, _____ to provide the said facilities to its Crew/Employees

AND

Whereas, M/s _____ has assured PIA that it has the capability of effectively performing the services desired/required by PIA, and has agreed to transport PIAC's Crew in their vehicles to and from Airport.

Whereas PIA has accepted the offer extended by the Transport Service provider upon terms and conditions set herein below:-

NOW THIS DEED WITNESSES AS UNDER:

ARTICLE - (1)

DURATION OF THE AGREEMENT

This agreement shall remain valid w.e.f. _____ to _____ unless sooner terminated under the provisions of Article -2 of this agreement.

ARTICLE - (2)

TERMINATION OF THE AGREEMENT

- a. Notwithstanding anything contained in this agreement each party shall have the right to terminate this agreement without assigning any reason or cause thereof upon 90 days written notice to the other party through registered post and / or confirmatory emails.
- b. PIA shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Transport Service provider or its employees or non performance of responsibilities and services by the Transport Service provider under provisions of this agreement.
- c. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

ARTICLE (3)

SERVICES AGREED TO BY TRANSPORT CO. FOR PIA CREW TRANSPORTATION

Services to be provided by the Transport Company as per "Required Specifications" mentioned in Technical Proposal that forms an integral part of this agreement:

ARTICLE - (4)

MODE OF PAYMENT

- i. For all trips / transportation effectively provided to Airline Crew members, the Transport Company charges Airline on the basis of rates indicated in this Agreement.
 - ii. Transport Service provider will submit bills/invoices to the local office of PIAC with the original daily vouchers duly signed by PIAC' authorized representative with ledger on weekly basis, bearing the name of each Crew member who has traveled, for the purpose of reconciling by PIAC.
 - iii. PIAC shall make payment of agreed rates together with all applicable taxes. All other expenses.
- i) PIAC guarantees to settle the invoices submitted by the transport Service provider within the period of 30 days of its receipt.

ARTICLE - (5)

Transport Provider's Obligation

The Transport Service provider undertakes and agrees that in the performance of its contractual obligations assumed by it under this agreement, it shall fully comply with all the applicable laws, rules and regulations and customs prevailing from time to time in the country including but not limited to payment of wages / allowances, insurance of the employees and workers, their medical attention, gratuity, grant of annual sick and casual leave and other rights, facilities and benefits to which employees may be entitled to and hereby expressly agreed and understood by the hotel that all responsibilities to its employees in this regard are its liability and the grant of any such rights, facility or benefits to its employees at any time whether under any existing or future law or otherwise **shall not result in any additional cost to PIA.**

ARTICLE - (6)

INDEMNIFY

The transport Service provider further undertakes and agrees to indemnify and hold harmless, PIA, its officers and agent from and against any and all claims, demand, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this agreement by the contractor, its employees or its agent or otherwise.

ARTICLE (7)

ALLOCATION OF VEHICLES

- i. All Vehicles will be based on transporting Cockpit & Cabin Crew (same Vehicle) with 30-40 seats per flight as per flight schedule.
- ii. Approximate Trips to be provided per day _____, Per Week _____.

NOTICE FOR RESERVATION

- i) A weekly/monthly schedule of vehicle requirements will be provided by PIA to the transport Service provider. PIAC will update this schedule at least 24 hours prior to the arrival day with the number of vehicle needed and the arrival and departure times of the Crew. As such, transport Service provider will allocate rooms accordingly.
- ii) In the unlikely event that transport Service provider is not able to transport the Crew on its vehicles as per terms of this agreement; the transport Service provider will provide alternative vehicle for the affected crew in vehicles of same standard. Any additional expenses involved on the alternative accommodation shall be borne by the transport Service provider.

- iii) In case of arrival of additional Crew members without prior information, these additional members of the crew will be adjusted on vehicle availability basis. In case the transport Service provider cannot transport the Crew members in excess, it shall be PIAC's sole responsibility to find alternative transportation. The cost for transport and accommodation in this case is at PIAC's expense.

ARTICLE - (8)

Pickup / Drop Timings

As per PIA flight timings and other agreed terms.

ARTICLE - (9)

PAYMENTS

In consideration of services provided hereunder, PIA agrees to pay, as per payment schedule, to the transport Service provider for the services described under this agreement:

If the services provided by the transport Service provider are not up to the standard/acceptable to PIA, then PIA may get the required services performed through other ways and means at risk and cost of the transport Service provider. The expenditures incurred on obtaining such services shall be deducted from the amounts due from PIA to the transport Service provider.

ARTICLE - (10)

FORCE MAJEURE

Except as provided under this agreement neither party shall be liable for any failure or delay in performance of its obligations due to any cause beyond its reasonable control including and without limitation, diversion of plane due to bad weather conditions, act of public enemy, war, rebellion, insurrection, fire, accident, act of God and act of state.

ARTICLE (11)

NON-DISCLOSURE

Subject to any law or order of any court, each party undertakes not to disclose any of the information, data and documents given to it by the other party or which it has been informed of during the performance of the present Agreement. The parties agree to take all the necessary precautions to comply with such obligations, particularly with regard to its personnel, including the one of any potential sub-contractor.

ARTICLE (12)

LIABILITY

The transport Service provider is liable for any death or injury or damage caused to Airline or any third party (including Airline staff) in performance of the services they manage directly or owing to failure to comply with contract terms (including those of the Schedules to this Agreement), unless the damage is caused directly by the willful misconduct of Airline.

ARTICLE (13)

INSURANCE

The transport Service provider shall take out at its own expense, from insurance companies of international reputation and maintain in force throughout the term of the agreement, insurance policy covering in full its civil and professional liability with regard to its obligations as defined in the present Agreement.

ARTICLE (14)

GOVERNING LAW

This Agreement shall be governed by the law of the Land.

ARTICLE (15)

DISPUTE RESOLUTION

All questions, differences and disputes arising or that may arise in respect of the agreement will be resolved through amicable negotiation by both the parties and, whatsoever remains unresolved by such amicable negotiations, shall be finally settled through Arbitration at _____ in accordance with the provision of the law of the land. The final arbitral decision shall be binding on the parties.

ARTICLE - (16)

NOTICES

All notices requests and demands given to or made upon the parties shall be in writing and posted through registered mail and confirmatory email addressed to the above mentioned designated officers.

ARTICLE - (17)

CORRESPONDENCE

The transport Service provider shall not correspond or approach any other authority, person, directly or indirectly, whether staff of PIA or otherwise authorized by PIA, except Manager PIA of the city where hotel is located or Manager Crew Hotac, PIA regarding any matter arising from this agreement with PIA.

ARTICLE – (18)

BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or on behalf of the transport Service provider, of his partner, agent or servant or any on its behalf to any officer, servant, representative or agent of PIA for showing or for berating to show favor or disfavor to any person interrelation to this or any other agreement with PIA, shall subject the hotel to the cancellation of this and all or any other contracts.

ARTICLE - (19)

NO BROKER

It is understood and agreed that no broker, agent have participated in bringing the parties together in the negotiation, and preparation of this agreement and the transport Service provider hereby warrants that price of the subject matter of this agreement hereof has not been enhanced or increased to accommodate directly and/or indirectly any commission or fees to any person or entity whatsoever. transport Service provider agrees to indemnify and hold harmless PIA from and against all claims, demands, liabilities, damages, losses and judgment which may be suffered by accord against charge to are recoverable from PIA and which arises out of contractor's actions or negotiations with or respect to brokers or agent.

ARTICLE - (20)

SUB-LETTING THE ASSIGNMENT

The transport Service provider shall not sublet, transfer or assign this agreement to any party.

ARTICLE - (21)

MISCELLANEOUS

- a. This agreement supersedes all prior agreements and understanding relating to the subject. All terms and conditions of the tender documents are valid to the extent that they are not repugnant with the terms and conditions of this agreement.
- b. Titles are inserted in this agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of agreement and / or not to deemed an integral part thereof.
- c. This agreement shall not be varied, modified, altered, amended or supplemented etc except by the mutual consent by both parties in writing.
- d. This agreement shall be binding upon and shall incur to the benefit of both parties hereto and their respective successors and assigns provided that such assignment have been made in accordance with the laws as mentioned hereinabove.

IN WITNESS HEREOF, the parties hereunto set their hands on the days, month and the years mentioned herein above.

FOR & ON BEHALF OF
Pakistan International Airlines

FOR & ON BEHALF OF THE
Transport Service Company

NAME _____

NAME _____

DESIGNATION _____

DESIGNATION _____

SEAL _____

SEAL _____

WITNESS :

WITNESS :

SIGN _____

SIGN _____

NAME _____

NAME _____

CNIC NO _____

CNIC NO _____

ADDRESS _____

ADDRESS _____

IV) INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage Etc. Payable By The Transport Service Company _____ 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 PIA or any administrative sub-division or agency thereof or any other entity owned or controlled by it (PIA) 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 PIA, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PIA 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 PIA under any law, contract or other instrument, be void-able at the option of PIA.

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

PLEASE TICK THE FOLLOWING CHECKLIST ITEMS AND ATTACH WITH TECHNICAL PROPOSAL:

Check list before submission of bid / proposal (Tick each item below)

- I) Technical Proposal - Signed & stamped by the hotel []
- II) Financial Proposal - Signed & stamped by the hotel []
- III) Draft Agreement - Each page signed & stamped by the hotel []
- IV) Integrity Pact - Signed & stamped by the hotel []