

PIA

Pakistan International Airlines
Supply Chain Management Department
BBI Airport Islamabad
Tel / Fax: 051-9280920
E-mail: isbpppk@piac.aero

REF: ISB/SCM/PHS/TPT/2021
Date: 22-12-2021
Tender Cost: PKR 6,000

INVITATION TO TENDERS AND INSTRUCTIONS TO BIDDERS

M/S _____

**Sub: CONTRACT FOR “PROVIDING THE SERVICES OF SURFACE
TRANSPORTATION TO PIA PHS DEPARTMENT”**

Dear Sirs,

We are pleased to invite your sealed tenders for the items listed in the attached schedule/s. In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender / supplies are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your sealed tenders in **Single Stage Single Envelope Basis** addressed to Manager Supply Chain Management Islamabad, by 22-02-2022. The tenders may be dropped in the tender box marked as “**Tender Box**” placed at SCM Block, Adjacent to PIA Flight Kitchen, Old Airport Rawalpindi latest by 10:30 hours on the specified date. You may also send your tenders through mail (SCM Block, Adjacent to PIA Flight Kitchen, Old Airport Rawalpindi) addressed to Manager Supply Chain Management Islamabad, 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.
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Manager Supply Chain Management Islamabad in this respect shall be final and binding.

EARNEST MONEY

The Tender should be accompanied by a Pay Order for RS. 6,000 (Rupees Six Thousand Only) (Non-Refundable) and 2% (two) of the tendered value having been deposited in terms of a Pay Order or any other financial instrument payable at Islamabad/Rawalpindi in lieu thereof in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free

Earnest Money (Refundable). 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.

SECURITY DEPOSIT

The successful Bidders upon award of Contract / Purchase Order will be required to furnish in the amount equivalent to 05% of total tender value as interest free Security deposit in shape of Pay Order of an equivalent amount or a Bank Guarantee for an equivalent amount countersigned by the Head Office of the Bank 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.

OPENING OF TENDER

Tender will be opened on “Single Stage Single Envelope” basis. All bidders must submit their proposals/Bids on specified tender opening date / time. Proposals/Bids in envelope shall enclose:

1. Copy of GST & NTN Certificate (Mandatory)
2. Tender Fees (Mandatory)
3. Letter Head Mentioning Names of Item for which company is Quoting. Please note that you have to mention only names of items in this letter (Mandatory).
4. Company Profile
5. Technical Literature & Quality Certification (if any/required),
6. The Tender Schedule duly filled in, signed and sealed (on all pages) (Mandatory).
7. Pay Order for Earnest Money (2% of tender value in the name of Pakistan International Airlines) (Mandatory)
8. Tender terms & conditions (duly signed) (Mandatory)
9. Undertaking on RS. 100/- or above non-judicial stamp paper duly signed and stamped by a Oath Commissioner (Mandatory).
10. Integrity Pact / Disclosure Clause (duly signed) (Mandatory).

The outer cover should bear address of the Manager Supply Chain Management Islamabad and reference number of the tender with opening date of tender.

All information about the material/services proposed to be supplied must be given as required in the schedule to tender.

The tender will not be considered if complete information required is not given therein. Particular attention must be paid to delivery time.

The Financial Proposal will remain sealed till the completion of technical evaluation. The Financial Proposal of only those bidders will be opened whose technical evaluation is found acceptable.

Please note that:

- The outer cover should bear address of the Manager Supply Chain Management Islamabad and reference number of the tender with opening date of tender.
- All information about the services proposed to be provided must be given as required in the schedule to tender.
- The tender will not be considered if complete information required is not given therein.
- Particular attention must be paid to delivery time.

Authorized Signatures of individual signing the tender and other documents connected with the contract must specify whether signing as:

- a) Sole Proprietor or his attorney.
- b) A registered active partner of the firm or his attorney.
- c) For the firm per procreation.
- d) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.
- e) The Tenderers must indicate whether its firm / company / organization etc is registered with PIA or not. If registered then specify PIA Registration number.

PRICES

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all duties / taxes, packing, octroi and delivery charges for free delivery to Flight Kitchen Islamabad. However, if GST is applicable, same should be shown separately.
- b) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- c) The Prices must be stated for each item separately both in words and figures in Pakistan Currency. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 180 days.
- e) Quotation must be written on PIA prescribed form otherwise Bids will not be entertained.

ACCEPTANCE OF TENDER

PIA do not pledge themselves to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations, divide business among more than one supplier or accept the tenders at rates on lowest individual items or extend the date of opening with assigning reason.

Yours truly,
For: Pakistan International Airlines



For, Manager SCM Islamabad

Encl:

- 1. Tender Schedule-A**
- 2. Terms & Conditions**
- 3. Mandatory Requirement**
- 4. Undertaking**
- 5. Draft Agreement**

Notes : Prescribed Tenders form for the subject item may be directly downloaded from PIAC / PPRA website.

Transportation of Layover Passengers & Cargo from IIAP to different cities on “As and when required Basis”.

S.No	Cities / Stations	Vehicle Description	Fare in Rupees
01	Peshawar	Daewoo/ Yutong OR Equivalent	
	Peshawar	Coaster OR Equivalent	
	Peshawar (For Baggage)	Shehzore OR Equivalent	
02	Faisalabad	Daewoo/ Yutong OR Equivalent	
	Faisalabad	Coaster OR Equivalent	
03	Multan	Daewoo/Yutong OR Equivalent	
	Multan	Coaster OR Equivalent	
04	Lahore	Daewoo/ Yutong OR Equivalent	
	Lahore	Coaster OR Equivalent	
	Lahore (For Baggage)	Shehzore OR Equivalent	
05	Sialkot	Daewoo/ Yutong OR Equivalent	
	Sialkot	Coaster OR Equivalent	
	Sialkot (For Baggage)	Shehzore OR Equivalent	
06	Bhawalpur	Coaster OR Equivalent	
07	Skardu (For Baggage)	Shehzore OR Equivalent	
08	Gilgit (For Baggage)	Shehzore OR Equivalent	

Agreement No. _____

Date: _____

DRAFT AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a corporation existing and operating under Pakistan International Airlines Corporation Conversion Act 2016 (PIACL Act 2016) and Company Act 2017 having its Head Office at Karachi Airport, Karachi (hereinafter called "P.I.A.C.L") of the one part and M/s _____ having its registered office at _____ (hereinafter called the "The supplier") of the other part.

WHEREAS, the PIACL required services of transportation for layover Pax/cargo from Islamabad International Airport to different cities on "As & when required basis".

And whereas Contractor has offered the provisioning of transport/buses/vehicles as precisely described in the attached "Schedule A" (integral part of the agreement) thereof for each category of vehicle required and whereas the contractor has represented to and assured PIACL that it has capability to arrange & provide desired / required buses/vehicles by PIACL, and whereas PIACL has accepted the offer extended by the contractor upon terms and conditions set herein below:

NOW THIS DEED WITNESSTH AS UNDER:

ARTICLE – 1: TERMS OF THE AGREEMENT

This agreement is valid for one year effective from _____ and remains valid till _____, unless sooner terminated under the provision of this Agreement. The first term agreement is also extendable by PIA, if deemed necessary, for another two (02) years or any term less than it on the same rates, terms and conditions.

ARTICLE – 2: TERMINATION OF THE AGREEMENT

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving 90 days written notice to the other party with assigning any reason or cause thereof.

ARTICLE – 3: SCOPE OF WORK

- a) Duty officer on PIA transit cell will talk to Contractor regarding the availability of the transport via email OR phone and shall maintain a register for this purpose and write the response from the Contractor, either transport is available or not, with date, time, any special remarks.
- b) If Contractor refuses, the refusal entries from the Contractors should be recorded in register with date, time, and refusal reason followed by a formal email to Contractor for record purpose.
- c) Once Contractor accepted / acknowledge for the transportation, he will provide the transport vehicle at IIAP Islamabad. Then duty officer on PIA transit cell will onboard the passengers & baggage on Contractor's provided Vehicle at IIAP Islamabad.
- d) PIA transit cell officer will maintain record of such onboard passengers with details of their names, ticket numbers, arrival/departure flight, date & sector, reason of provision of

surface transportation, authority emails and handling report. He will submit these documents to PIA hotel cell Islamabad for further execution of billing process through ERP system.

e) Contractor will transport passengers by its own transport from IIAP Islamabad to Destination city/Airport.

f) Contractor vehicle must be air-conditioned, neat & clean interior, hygiene, and mosquito/bugs free.

g) The Contractor transport driver must be in possession of valid driving license and vehicle documents and he must drive the vehicle safely & smoothly.

h) The Contractor shall at its own cost maintain its vehicles while provisioning services under this agreement and the Contractor shall bear all expenses, tolls, taxes, penalties, etc. for the transportation of Passengers/cargo.

i) Contractor vehicle driver / helper must be wearing neat & clean clothes; they themselves should be hygiene, neat & clean, good mannered, honest & courteous.

j) Contractor or its employees shall in no case be considered the co-partner, or employees of PIACL neither they will act like that.

k) The wages, any fringe benefits, allowances of Contractor's staff whatsoever shall be sole liability of the Contractor and shall be governed under labor laws of Pakistan. Such remunerations shall be paid by Contractor him/herself directly to his/her employees without involving PIACL.

l) Contractor will submit its invoices/bills to PIA hotel cell Islamabad Airport after duly verified by Incharge Transit cell & Shift Station Manger of PIACL for further approval processing in ERP system.

m) Wrong invoicing/billing/overbilling shall be subject to deletion/deduction of said amount from bill by hotel cell.

n) The verified invoices/bills by Station Manager PIA Islamabad along with supporting documents and relevant ERP approved documents will be sent to PIA Finance Manager Rawalpindi for payments to the Contractor.

o) All the vehicles provided for Passenger transportation shall not be older than 2019 model.

ARTICLE – 4: PRICES/RATES

PIACL agrees to accept the transport services for specified routes against specified vehicle/s as per agreed rates described in the annexed Schedule/s. These rates shall include Income tax/withholding taxes etc. and any other charges / taxes required to be paid on any services performed under this Agreement and shall remain firm and final for the duration of this Agreement which shall not be enhanced by the contractor on any account whatsoever. However, on provision by the contractor of all related Govt. notification and the support of their applicability on him/them or transport services, all taxes/levies such as Sales Tax, Octroi or taxes under any name levied on the transport services by the Federal, Provisional or Local governments, or added to the existing taxes after the prices quoted will be added to the quoted prices and applied accordingly to the bills/invoices. Similarly, benefit of all Federal Provincial or Local government taxes, withdrawn from the existing taxes, after the price quoted in the tender will be passed on to PIACL by subtracting them from the bills / invoices. While all the toll taxes/ fines etc. will be the responsibility of contractor.

ARTICLE – 5: PAYMENT

Payment in respect of transport services shall be made by Finance Manager PIA, District Sales Office, 5Th The Mall Road, Rawalpindi, within 30 days of the submission of the pre-receipted / certified bills. The payment(s) shall be made to the contractor after deduction of all required Government taxes or fees levied by any Federal / Provincial Government or its authorities. **In case of any deviation from contract/poor performance because of any**

reasons a penalty of PKR 5,000/- per case will be imposed & will be deducted from the respective bill.

ARTICLE – 6: SECURITY DEPOSIT / EARNEST MONEY

The contractor may provide a Pay Order in the name of Pakistan International Airlines Corporation Limited Corporation Limited or Cash Receipt (through cash counters/Account Officer PIA) equivalent to amount PKR-50000/- (Rupees Fifty Thousand Only) as interest free security deposit, However, upon successful completion of the contract and not further extended, the security deposit will be returned within 90 days.

PIACL shall always have lien to this deposit to recover any amount in case the Contractor fails to comply with any or all provisions of this Agreement or any other extension thereof. PIACL shall have the right to recover / adjust all liabilities of the contractor from the amount deposited / furnished by the contractor.

ARTICLE – 7: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this Agreement, then PIACL shall intimate the same to the contractor with supporting reasons and evidence. The contractor shall have a right to review such claim and extend it reservations or acceptance within 15 days of receipt of such intimation. In the event of acceptance PIACL shall be entitled to deduct such amount from the pending bills of the Contractor.

ARTICLE – 8: MODE / REQUIREMENT OF TRANSPORTATION

Station Manager / Deputy Station Manager PIA or any responsible officer of PHS (SSM/ASMT) shall be authorized to ask contractor for arranging transportation (on mobile for quick response) against requirement & contractor shall be bound to arrange/provide transport (suitable/cleaned & road worthy vehicle/s) within 01 Hours after the intimation/call.

ARTICLE – 9: CONDITION OF VEHICLES / STANDBY CHARGES

All the vehicles especially passenger busses must of upgraded model (2018 onward Model) or latest brand and must be in sound condition i.e. road worthy, tidy/properly cleaned and staff in tidy clothes with courteous behavior.

In case, buses/vehicles not utilized by PIA even after the vehicle arrived at IIAP, Islamabad, a compensation equivalent to PKR-5000/- will be paid to the contractor.

ARTICLE 10: INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless PIACL, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this Agreement whether due to performance / non-performance of any services under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc are proven to have been attributed beyond doubt solely to the Contractor.

ARTICLE 11: INSOLVENCY AND BREACH OF CONTRACT

Should the contractor be adjudicated insolvent or made to enter into any agreement for composition with creditors or be wound up either compulsorily or voluntarily or commit any beach of this Agreement not herein specifically provided, PIACL shall have the right to declare the Agreement terminated forthwith and in which case the Contractor shall be liable to the confiscation of security deposit and pay PIACL for any extra expenses which might

incur but it shall not be entitled to any gain or compensation from PIACL. It may also lead to blacklisting of the contractor in case of breach of agreement illegitimately.

ARTICLE – 12: SCHEDULE

For all intents and purposes, the schedule “A” annexed herewith shall form an integral part of this Agreement and the Contractor shall be bound to fulfill all the terms and conditions stipulated therein. Any deviation from the terms and conditions incorporated in the annexed schedule(s) or other part of the Agreement shall be deemed to be violation of this Agreement on the part of the contractor.

ARTICLE – 13: FORCE MAJEURE

Except as provided under this Agreement neither party shall be liable for any failure or delay in performing their obligation(s) due to any cause beyond its reasonable control including without limitation, fire, act of public enemy, war, rebellion, insurrection, accident, disease, road blockages of VIP movement etc, act of God, act of state or of the judiciary.

ARTICLE – 14: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Contractor or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or PIACL, for showing or for bearing to show favor of disfavor to any person in relation to his or any other agreement as aforesaid shall subject the Contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by Managing Director, PIACL as damages and the decision of the said Managing Director in this respect shall be final and binding on the contractor.

ARTICLE – 15: INTEGRITY PACT / DISCLOSURE CLAUSE

Declaration of Fees, Commissions and Brokerage Etc. Payable By The Contractors, Vendors, Distributors, Manufacturers, Contractor & Service Providers Of Goods, Services & Works_____ the Seller / Contractor / 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 / Contractor / 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 / Contractor / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Contractor / 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 / Contractor / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Contractor / 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.

ARTICLE – 16: ASSIGNMENT AND EXCLUSIVITY

The Contractor Shall not sublet, transfer or assign this Agreement to any other party without prior written Permission of PIACL.

If the contractor assigns this Agreement to any other party wholly or partly in contravention of this Article, PIACL in its discretion may terminate this Agreement and / or blacklist or debar the Contractor for future to execute any contract with PIACL.

ARTICLE – 17: WAIVER

The Failure either party at any time to require the performance by other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

ARTICLE – 18: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the Contractor shall be deemed to warrant that he has the authority to do so from the Contractor, and if on enquiry, it is revealed that the person so signing had no authority to do so. PIACL may without prejudice to other legal rights / remedies cancel the agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE – 19: CORRESPONDANCE

The Contractor will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of PIA or otherwise except the Manager Procurement & Logistics Islamabad regarding any matter arising from this or any other Agreement with PIA. The Contractor may carry on correspondence with the designated officials of the User Department.

ARTICLE – 20: NOTICE

All notices, requests and demands given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile or email at the addresses set forth below:

Manager SCM ISB

CONTRACTOR

SCM Section, PIA, Near Flight Kitchen,
Old Airport
Rawalpindi

E-mail: Isbpppk@piac.aero

Email: _____

ARTICLE – 20: APPLICABLE LAW

This Agreement shall be governed by the laws of Islamic Republic of Pakistan.

ARTICLE – 21: GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- b) The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Rawalpindi/Islamabad.
- c) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. District Manager PIACL, Rawalpindi or his nominee shall be sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement PIA may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

ARTICLE – 22: PPRA ACT & RULES

PPRA Act & Rules shall be followed, in true letter & spirit, in the process of awarding contract.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY, MONTH AND THE YEAR MENTIONED HEREINABOVE

For and on behalf of PIA

For and on behalf of Contractor

Sign & Seal: _____

Sign & Seal _____

Name: _____

Name: _____

Designation: _____

Designation: _____

WITNESS:

WITNESS:

Signature: _____

Signature: _____

Name (in Block letters): _____

Name (in block letters) _____

CNIC No: _____

CNIC No: _____

Address: _____

Address _____

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

Manager (Supply Chain Management)
Pakistan International Airlines
BBI Airport Islamabad.

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for _____, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged 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 expenses 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.
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 stand forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

N.I.C. # _____

Seal _____

Date _____