

REF: GM (P) CAC/CONT/ Transport/ STAFF PICKUP/DROP KHI/2020

M/S _____

SUB: HIRING OF TRANSPORT SERVICES FOR STAFF PICKUP / DROP DUTIES AT KARACHI STATION.

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 Department, and JIAP Karachi latest by **17-06-2020 at 1030hrs.** The tenders may be dropped in the tender box marked as “Tender Box Commercial Purchases” placed at the entrance of the PIACL Supply Chain Management Building 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.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Chairman Tender Committee in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs. 3000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders Only)

The Tender should be accompanied a Pay Order payable (valid for 180 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 shape of pay order or Bank Guarantee / Insurance Guarantee and 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.

C) SECURITY DEPOSIT (Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee / Insurance Guarantee) 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.

D) Instruction to Bidder

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 remained **un-opened** till the completion of tender process.

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 Performa issued by PIA.
- Affix the company seal on all tender documents.

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 or Bank Guarantee for Earnest Money.
- 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 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.

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

Contract will be awarded for the period of one year further extendable two more terms on same rates terms and conditions subject to satisfactory performance on mutual consent basis.

Yours truly,

Muhammad Usman Akhtar
GM Procurement
Supply Chain Management PIA Head Office, Karachi.
Ph: 021 9904 3081, 9904 4101
Email: khijzpk@piac.aero, contract.administration@piac.aero

DRAFT AGREEMENT

Karachi Staff Pickup Drop

This AGREEMENT is made on this _____ day of _____ 2020 BETWEEN **Pakistan International Airlines**, a Corporation existing and operating under the **Pakistan International Airlines Corporation Limited** (“PIACL”) a public limited company incorporated and governed under the laws of the Pakistan having its Head office at PIACL Building, Karachi Airport, Karachi. (hereinafter referred as “PIACL”) (which expression shall include the successors, legal representative and permitted assigns)

And

M/S. _____ (herein after 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 as “parties” respectively as the context of this agreement requires.

WHEREAS PIACL invites tenders to hire _____ vehicle of **2015 model**/reconditioned (Japan 2015model) or above (herein after individually and collectively called the “Vehicle or Vehicles” for transportation (Pickup and Drop) of its Staff at **Karachi** station.

WHEREAS the Contractor has offered the required Vehicles of **2015 model**/reconditioned (Japan 2015 model) or above model (Non A/C) to **PIACL** as per schedule attached on the terms and conditions appearing herein after. Whereas PIACL has accepted the above offer.

NOW, THIS DEED WITNESSED AS UNDER

ARTICLE 1:

SCOPE OF THE AGREEMENT

- 1.1 The contractor shall provide **2015 model/reconditioned (Japan 2015 model) or above**, Non A/C vehicle, described in schedule attached herewith and made an integral part hereof to PIACL on its demand at **Karachi** for pickup and drop of its Staff.

ARTICLE -2

TERMS OF THE AGREEMENT

- 2.1 This Agreement shall be valid for a period of One (01) year commencing from _____ and expiring on _____, provided that PIACL in its sole discretion may extend it for further two terms before its expiry on the same Rates, terms & Conditions.
- 2.2 This Agreement may be terminated by either party by giving to the other party notice of one months (30 days) in writing 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 facsimile in case of any breach of Agreement by the Contractor and or any other reason as a consequence of which the contractor becomes incapable of performing its obligations.
- 2.4 PIACL reserve the right to modify, extend, amend, cancel minimize any of predefined route or increase or decrease number of Vehicles as may be advised by the Deputy General Manger MT PIACL, if any required. The contractor shall be liable to act upon the requirement of PIACL and decrease the number of vehicles OR provide the additional vehicles of the same specification on same rates terms and conditions for above mentioned requirement of PIACL.

Article : 3

SECURITY DEPOSIT

- 3.1 At the time of execution of this Agreement the Contractor shall deposit in cash / bank Guarantee / Pay Order a sum Rs. _____ Equivalent to 5% of the total contract value as interest free security deposit within 15 days of the execution of this Agreement with Finance Manager Head Office payment PIACL. This Agreement shall not enforce if the contractor failed to pay the security deposit within the time stipulated hereof. 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 under applicable laws. The interest free shall remain with PIACL up to 03 months after the termination of agreement or any extension thereof.

ARTICLE-4

NOTICES

- 4.1 All Notices for the termination of the Agreement shall be served in writing through Registered A/D post, 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, Procurement (P&L.)
PIA Head Office, Karachi Airport,
Karachi.
Copy: General Manager (M.T.)
PIA Head Office, Karachi Airport,
Karachi.

CONTRACTOR

Attention: _____

ARTICLE 5:
VARIATION AND AMENDMENT

- 5.1.1 This Agreement shall not be varied, modified, altered, amended or supplemented etc. except by the mutual consent of the parties in writing.

ARTICLE 6:
SCHEDULES / ANNEXES

- 6.1 For all intents and purposes, the Schedules/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 of pickup / Drop are subject to change at any time according to the requirement of PIACL as may be determined by it in its sole discretion from time to time.

ARTICLE 7:
CORRESPONDENCE:

- 7.1 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 the **General Manager MT/ Deputy General Manager M.T/ General Manager (Procurement)** of PIACL regarding any matter arising out of this Agreement.

ARTICLE 8:
SERVICES TO BE PROVIDED BY THE CONTRACTOR

- 8.1 In consideration of the payments by PIACL under Article 10 hereof, Contractor shall provide the following services to PIACL at Karachi station.
- 8.2 For pick / drop of Officers/Staff at Karachi, the contractor shall provide technically sound, fully serviceable and road worthy model Micro Vans not less than 2015

- Model/reconditioned Japan 2015 model along with the proper licensed drivers, fuel and lubricants etc. As and when required in writing by PIACL, the Contractor shall either increase or decrease the number of vehicles, as may be determined by PIACL in its sole discretion.
- 8.3 An authorized representative of the contractor shall remain available at **Karachi** during the period of operation of vehicles.
- 8.4 The purchase of fuel, lubricants, spares and payment of wages to the drivers and other staff, maintenance and overhauling and ensuring validity of the insurance in respect of the vehicles provided by the contractor shall be the sole responsibility of the contractor.
- 8.5 The contractor shall liable to pay all taxes as may be levied by federal Government, Provincial Government and any other local/municipal authority including CAA parking charges or any services performed under this agreement and on vehicles used by contractor under this agreement.
- 8.6 In case of new routes are introduced or any of the existing routes is extended, a joint survey will be carried out by the representatives of M.T section and the contractor to ascertain the actual distance to be covered by the contractual vans.

ARTICLE 9:
CONDITIONS AND INSPECTION OF THE FLEET

- 9.1 The Ownership of all the vehicles in registration book must be in name of the bidder participating in the tender. Contractor shall maintain the vehicles provided for transportation under this Agreement in fully serviceable, roadworthy and technically sound condition, with all its glasses and upholstery in perfect condition. The vehicles shall always be kept in presentable condition with their up to dated insurance and taxes etc and the drivers holding valid Light/ Heavy Transport Licenses.
- 9.2 No radio, tape recorder, pressure horn or any musical instrument shall be installed in any vehicle of the Contractor engaged in the performance of service under this Agreement. If any radio, tape recorder, any musical instrument or pressure horn is already installed in any vehicle, the same shall be removed by the Contractor forthwith.
- 9.3 The Contractor shall provide all reasonable opportunities and facilities to Deputy Manager Motor Transport of PIACL or his authorized representative to inspect or examine the documents, as and when required by him, of any vehicle engaged in performance of services under this Agreement.
- 9.4 The Contractor upon commencement of this Agreement shall produce all the vehicles for inspection and clearance for plying from **Deputy General Manager (M.T.)**, PIACL or his authorized representatives before putting them into operation. No vehicle shall be put into operation without clearance as mentioned herein above **Contractor shall be liable to a fine amounting to Rs.5,000/- (Rupees Five Thousand only) per vehicle for non-complying with this clause.**
- 9.5 All vehicles/ drivers engaged in the services required from them under this Agreement will always be in possession of original registration paper and LTV/HTV License and other documents etc.
- 9.6 The Contractor will ensure that the drivers and other staff hired by him are disciplined and law abiding nationals of Pakistan. He shall also ensure that van drivers will not be changed frequently, resulting in annoyance of the user staff as new drivers likely to be unfamiliar with the area normal conduct and operations to be followed.
- 9.7 In case, as result of an inspection by Deputy General Manger (M.T.) of PIACL or his authorized representatives, if any vehicle is found to be unserviceable or the technically or otherwise unsound, the same shall be removed immediately from the fleet and the Contractor shall replace such vehicle with serviceable and technically sound vehicle, at no additional cost/ charges etc. Any vehicle so removed from the fleet of the Contractor may be repaired or overhauled and restored to a fully serviceable and technically sound condition by the Contractor at his cost.
- 9.8 If the Contractor engages a vehicle for the services hereunder of which he is not the owner, he alone shall be responsible to PIACL as real owner of the vehicle.

- 9.9 In case of any breakdown of any vehicle during operation a margin of 20 minutes may be given to the contractor for arranging similar alternative van. In case of alternative van arrives after said margin time then a fine of **Rs.10,000/- (Rupees Ten Thousand only)** per incident will be imposed to the contractor in addition to any other penalty action which PIACL may take to cure to loss of may damage including without limitation described under the provision of this agreement.
- 9.10 The Contractor will immediately inform M.T Section regarding any such breakdown with status of vehicles halted in workshop for necessary repairing/ maintenance work and also alternative arrangement to curtail the deficiency.
- 9.11 The contractor hereby undertakes that in the performance of the services hereunder it shall fully, comply with laws pertaining to employment and other matter and further undertakes to assume entire liabilities for the settlement of all claims resulting from and arising out from any injury of death or accident or otherwise at any time to its employees /agent engaged in the performance of services under this agreement.
- 9.12 The contractor hereby agrees that PIACL shall be entitled to recover the amount due against it any manner whatsoever under this agreement from any amount payable by PIACL to contractor under this agreement or otherwise.
- 9.13 Apart from above applications, the contractor shall be liable to perform all other acts required under the Law and / or otherwise in connection with provisioning of transportation services under this agreement.
- 9.14 The driver shall not perform duty for more than **16 hours** in a shift.
- 9.15 Contractor shall provide following attested documents of the drivers to Deputy General Manager (M.T) PIACL.
- a) **CNIC Copy**
 - b) **Police Verification Copy**
 - c) **Valid Driving license Copy.**
 - d) **Medical fitness Certificate**
- 9.16 It shall be responsibility of the contractor not to change the driver for definite period of time and in case of new driver is deployed, provision of documents of such driver as mentioned below to be submitted accordingly.
- 9.17 The Contractor shall be required to register its employees with EOBI, Social Security and other authorities as may be required under the law. The contractor shall further be required to pay all contributions to EOBI, Social Security and any other authority in respect of its employees as it may be required under the law.
- 9.18 Contractor is liable to arrange vehicles and make it operational within the time Limits stipulated in the Letter of Intent (LOI). In case of any delay in arranging of Vehicles a penalty of Rs.20,000/=(Rupees Five Thousand only)per vehicle per day will be imposed on the Contractor which will be deducted from the earnest money/ from the monthly bill.

ARTICLE 10:

Type of vehicle(s)

Micro Van 2015 Model/Reconditioned (Japan 2015 model) or Above

ARTICLE 11:

PENALTIES

- 11.1 Without prejudice to any other right and remedy, which may be available to PIACL, the Contractor shall be liable to be penalized on account of this failure to properly discharge services or obligations under this Agreement. If the Contractor violates any of the provisions of this Agreement or plies a vehicle in contravention of the Agreement or of the tender, he shall be liable to be penalized as under:
- a) If the Contractor violates any of the provisions in contravention of the provisions of the Agreement, he shall be liable to a penalty amounting to Rs.5,000/- (Rupees Five thousand only) per day. All authorized vehicles which have not been approved by the Dy General Manager (M.T.) of PIACL or his authorized representatives, if playing shall be dealt with under this clause.
 - b) If the Contractor violates any of the terms of the Agreement for which no specific penalty has been provided, he shall be fined up to Rs.5,000/= (Rupees Five thousand only)per day per vehicle.
 - c) If the Contractor fails to provide a vehicle on a particular route and the employees

- are picked / drop in PIACL transport or in Taxi, the Contractor will be liable to a fine of **Rs.20,000/-** (Rupees Twenty Thousand only) for such failed pickup or drop.
- d) If any driver, performing duty under this agreement, found without uniform a fine of Rs.1,000/-(Rupees One Thousand Only) will be imposed.
- 11.2 The Contractor agrees that the decision of PIACL in respect of any aforesaid penalties or recoveries shall be final and binding upon the Contractor and shall not be called into question in any manner whatsoever.
- 11.3 The Contractor hereby agrees that PIACL shall be entitles to recover the amount of penalty whether imposed under the provision of Article 11 or any other provision of this Agreement from any amount payable by PIACL to the Contractor whether, under this Agreement or otherwise.
- 11.4 If a vehicle is not cleaned properly a fine of Rs.2,000/- will be imposed.
- 11.5 If a driver misbehaved with the PIACL staff/officer a fine of Rs.2,000/- will be imposed on the complaint of relevant staff/officer.
- 11.6 If the alternative arrangement is made beyond the 20 Minute to the first pick time, a fine of Rs.2,000/- will be imposed for 15 minutes.
- 11.7 If the contractor is fails to arrange alternative within the limit 35 Minutes then it will be treated under article 11.1(C) mentioned above.
- 11.8 If the vehicles are arrived to drop the officers/staff at work place or head office after the prescribed time then a fine of Rs.2,000/- will be charged for single occasion.
- 11.9 It will be driver's responsibility to inform first pickup (officer/staff), in case of late arrival of vehicle at first location otherwise Rs.2,000/- fine will be imposed.
- 11.10 Use of CNG in vehicles is strictly prohibit, if CNG kit is found Rs.5,000/- per occurrence will be imposed.

ARTICLE 12:
PAYMENTS AND BILLING

- 12.1 In consideration of all transportation services provided under this Agreement, the Contractor shall be paid as following formula.

“A”

08 Micro Van 2015 Model /reconditioned (Japan 2015 model) or Above for Engineering Male/female staff (Diesel/ Petrol)	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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“B”

02 Micro Van 2015 Model/reconditioned (Japan 2015 model) or Above PEC/ Engineering Female staff (Diesel/ Petrol)	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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“C”

01 Micro Van 2015 Model/reconditioned (Japan 2015 model) or above KBO Staff (Diesel/ Petrol)	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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“D”

07 Micro Vans 2015 model/reconditioned (Japan 2015)	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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model) or above for Traffic Staff (Diesel/ Petrol).		
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“E”

12 Micro Vans 2015 model/reconditioned (Japan 2015 model) or above for Head Office (Female) General shift (Diesel/ Petrol).	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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“F”

14 Micro Vans 2015 model/reconditioned (Japan 2015 model) or above for Head Office (Male) General shift (Diesel/ Petrol).	Base Value per Month per vehicle. Rs.....	Total Impact of base Value/per month. Rs.....
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Diesel fuel cost=Applicable distance Km/8 X OGRA Notified fuel cost of the month.
Rs.....

Petrol fuel cost = Applicable distance Km/7 X OGRA Notified fuel cost of the month.
Rs.....

- 12.2 Fuel Rate per month is invited on the basis of average KM per month mentioned in the tender schedule, however payment to the contractor will be made on actual distance (KM) covered by the vehicles in a month duly certified by the user department /Deputy General Manager Motor Transport.
- 12.3 The Contractor shall submit its monthly bill(s) before 5th of next month in M.T section PIACL and payments shall only be made 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.
- 12.4 The Contractor shall pay all type of taxes including tool tax, parking fees along with other taxes and duties arising out and or in connection with the services provided by contractor in the performances of its contractual obligations under this Agreement.
- 12.5 The adjustment of fuel price upward/downward will be effected accordingly. The diesel/petrol price was Rs._____ on the day of tender opening i.e._____.

**ARTICLE 13:
INSURANCE INDEMNITY:**

- 13.1 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, employees of PIACL travelling on board the Contractor’s vehicles and hired parties 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 vehicles under this Agreement.
- 13.2 The Contractor shall be solely responsible for and all times keep PIACL and / or its employees indemnified and hold harmless against all liabilities, losses, claims, demands,

suites, actions and damages, whatsoever arising under any law to any person due to personal injury or death or otherwise whomsoever or any damage to or loss or destruction of any property directly or indirectly arising out of the performance of the contractual obligations by the Contractor, its employees/ agents under this Agreement.

13.3 In case of an accident involving death, personal injury or loss of property to any person not being PIACL employee, PIACL is not obligated to settle any claim in this regard, in such event PIACL shall be entitled to be reimbursed forthwith by the Contractor, PIACL shall further entitled to recover any amount paid by it in the settlement of any such claim from any amount or amount payable by it to the Contractor whether under this Agreement or otherwise.

13.4 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 it sustained as the same shall be covered by insurance maintained by Contactor.

ARTICLE-14 **COORDINATOR**

14.1 PIACL in its discretion may appoint a coordinator from its employees or a 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 this coordinator for smooth and timely provision of services under this Agreement.

ARTICLE-15 **NO BROKER**

15.1 It is understood and agreed that no Broker have participated in brining 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 form and against all claims, demands, liabilities, damages, loses and judgments which may be suffered by accrued against, charged to or are recoverable form PIACL and which arises out of Contractor's action or negations with or in respect to Brokers/Agents.

15.2 Notwithstanding an y thing 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 16: **INSOLVENCY AND BREACH OF CONTRACT**

16.1 Should the Contractor be adjudged insolvent or make or enter into any arrangement for composition with the creditors or be would 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 forthwith in 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.

ARTICLE 17: **MISCELLANEOUS**

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

17.2 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.

- 17.3 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 model, A/c Micro Van(s) fully serviceable, roadworthy and technically sound in term of this agreement from any sub contractor, PIACL will be indemnified by the contractor against any claim of any nature whatsoever arising out of such sub-contractor / hiring.
- 17.4 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.
- 17.5 The failure of either party at any time require the performance by the thereof 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 party or breach any of the terms or provisions hereof taken or held to be waiver of any succeeding breach of any such terms of provision itself.

ARTICLE 18:
GOVERNING LAW & DISPUTE RESOLUTION

- 18.1 This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- 18.2 The parties agree & submit themselves to exclusive jurisdiction of the courts at Karachi.
- 18.3 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 President & CEO 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.

Article 19:
Force Majeure

- 19.1 Except as provided under this agreement neither party shall be liable for any failure or delay in performance other than their obligation if such is caused due to act of public enemy, ear rebellion, insurrection, act of ALLAH and act o state.

IN WITNESS WHEREOF
The Parties hereinto set their hands
On the day, month and the year
Mentioned hereinabove

For and on behalf of Pakistan
International Airlines Corporation

For and on behalf of

Signature & Seal _____
Name _____
Designation _____

Signature & Seal _____
Name _____
Designation _____

WITNESS:
Signature _____
Name _____
C.N.I.C. _____
Address _____

WITNESS:
Signature _____
Name _____
C.N.I.C. _____
Address _____

SUPPLY CHAIN MANAGEMENT

TENDER SCHEDULE FOR TRANSPORT ARRANGEMENT FOR STAFF PICKUP / DROP DUTIES AT KARACHI STATION

TYPE OF VEHICLE	QTY	MODEL	AVERAGE KMs/Month	DURATION	RATES PER MONTH / VEHICLE		IMPACT/MONTH/ VEHICLE	TOTAL IMPACT/MONTH
					Base rate	Fuel charge		
Micro Van Engineering (Male) staff (Diesel/ Petrol) (30 days)	08	2015 model/ reconditioned (Japan 2015) or above (Non A/C)	45,000/Kms (08 Veh)	0530-0900hrs 1330-1700hrs 1930-0030hrs				
Micro Van PEC/Engineering Female Shift (Diesel/ Petrol) (Saturday & Sunday Holiday)	02	2015 model/ reconditioned (Japan 2015) or above (Non A/C)	4,500/ Kms (02 veh)	0530-0700hrs 1500-1630hrs				
KBO Staff Micro Van (Male/Female) (Diesel/ Petrol) (30 days)	01	2015 model/ reconditioned (Japan 2015) or above (Non A/C)	3,333/Kms (01 veh)	0900hrs- 2100hrs				
Micro Van (Diesel Petrol) Traffic Staff (Male/Female) (Shift Timings) (30 days)	07	2015 model/ reconditioned (Japan 2015) or above (Non A/C)	25,000/Kms (07 veh)	0730-1100hrs- 1930-2300hrs				
Micro Van Head office General Shift (female) (Diesel/Petrol) (Saturday & Sunday Holiday)	12	2015 model/ reconditioned (Japan 2015) or above (Non A/C)	18,000/Kms (10 Veh)	0730-0900hrs- 1730-1930hrs				
Micro Van Head office General Shift (Male) (Diesel/Petrol) (Saturday & Sunday Holiday)	14	2015 model/ reconditioned (Japan) or above (Non A/C)	21,500/Kms (13 Veh)	0900hrs- 1730hrs				

FINANCIAL IMPACT PER MONTH	FINANCIAL IMPACT PER YEAR

Approximate Kilometers per month **117,333** for all 44 vehicles

Terms & Conditions:

- All Micro Vans must be of 2015 model / Reconditioned (Japan 2015 model) original make model not less than 2015, without A/C System.
- All vehicles must be in white color with PIAC Logo as specified by PIACL.
- Bidder is required to quote base rate per vehicle per month clearly indicating the mode of fuel either petrol or diesel, which shall remain fixed during the contract period whereas payments with respect to the running of vehicle shall be paid as per the following formula:
 - For diesel operated vehicle 08km per liter.
 - For petrol operated vehicle 07km per liter.
- Vehicle: Hi Ace ----- (Actual Running in KMs / 8 (Diesel) or 7 (petrol) x OGRA Notified Fuel Rate for the Month)
- OGRA FUEL RATES FOR THE MONTH OF April, 2020 IS AS UNDER PERTOL Rs.96.58/- and DIESEL Rs. 107.25/- (For entire Month of April, 2020)
- Financial comparison will be made on the basis of BASE RATES quoted by the bidders for the vehicles.
- All prospective bidders are advised to quote April, 2020 OGRA rates for fuel calculation, however payments will be made as per actual of the respective month.
- The Contractor / Transporter must provide two pairs of specified uniform annually to his drivers /staff.
- The drivers must be properly dressed in PIACL specified uniform while on duty.
- All expenses incurred on maintenance / registration / insurance and fuel etc, other liabilities will be borne by the contractor.
- All supervisors /Scheduling staff required for detailing / controlling of vehicles will be Contractor's responsibility.
- Full trained drivers holding at least 03 years LTV Licenses must be detailed on the vehicles.
- All vehicles will be inspected by the designated team of Manager MT with written permission/approval at least 07 days prior to deployment of contractual vehicles.
- Installation of CNG kits in the vehicles is not allowed at any time, if found fine @Rs.3000/-per day will be imposed.
- All charges like parking fees by City Government or by Cantonment Boards, tool tax, entry fees and space charges by CAA or any other agencies will be paid by the contractor.
- Office space, telephone, fax computer etc, all fitting fixtures will be of the contractor.
- The Contract shall be for One year with two terms extendable.
- The Contract commencing date will be _____.

Note :Tenders not meeting any of the above condition will be rejected by the PIACL.

TENDERER'S SIGNATURE _____

FULL NAME _____

ADDRESS _____

Hiring of Transport services for Staff Pick-up/ Drop at Karachi

Sr. No.	Evaluation Criteria	Allocated Marks
A.	Company/ Firm Profile	
1	No. of Personnel	15
	02 to 20	5
	21 to 30	10
	31 & above	15
2	Year of establishment of firm/ Company	15
	12 to 23 months	5
	24 to 35 months	10
	36 months and above	15
3	Relevant Experience in Transport Services	10
	01 to 04 years	5
	05 to 06 years	7
	More than 06 years	10
B.	Number Of The Current Contracts	10
	1 to 4	2
	5 to 6	5
	7 to 10	7
	11 and Above	10
C.	Financial standing /status of the firm	
1	Average Income tax paid during last 03 years (attached income tax statement/ balance sheet /receipt tax challans).	20
	Income tax paid under Rs.0.5 Million per year	10
	Income Tax paid Rs.0.5 Million to Rs.1 Million per year	15
	Income Tax paid above Rs.1 Million per year	20
2	Average annual Revenue (for the last Three years)	15

	Annual revenue Above Rs. 50 million (A class)	15
	Annual revenue Rs.5 million to Rs. 50 million (B class)	10
	Annual revenue up to Rs.5 million (C class)	5
3	Financial standing of the firm/ Company	15
	Minimum funds available Above Rs.20 million	15
	Minimum funds available Rs. 05 to 20 million	10
	Minimum funds available less than Rs. 05 million	8
	Grand Total Marks	100
	Result	Qualifying Marks 50

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 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 / 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 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 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 Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the even tour/my tender for supply 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 Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone /Fax# _____

CNIC _____

Seal _____

Date _____