

REF: GM(P)/Cont-/ Social Media/2019

Invitation to Bid

M/S _____

Sub: Hiring of Social Media Agency For PIA Social Media Management

Dear Sirs,

We are pleased to invite your sealed tenders for the Contract 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. 1. You are required to send your tenders addressed to General Manager Procurement, PIA Supply Chain Management Building JIAP Karachi latest by **11-12-2019 by 1030Hrs.** 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 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 & times 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.3000/- (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 120 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.

C) SECURITY DEPOSIT (Local Bidders)

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.

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)
- Bid on Prescribed Proforma 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 for Earnest Money.
- 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 Procurement, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 120 days.

H) Duration of Contract

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

GM Procurement
021-9904-3081, 99044423
Email contract.administration@piac.aero
khijzpk@piac.aero

Hiring of Agency/Service Provider for Social Media Management

INTRODUCTION

PIA has in-house Brand Management & Advertising functions which administer the brand ideology, guidelines, corporate communications roll-outs, advertising and social media services. To further strengthen these functions, PIA is looking for leading digital agencies as service providers for management of its social media platforms, in line with modern aviation industry practices and trends.

SCOPE OF WORK

1. Manage, monitor and moderate PIA's social media platforms to promote PIA's services, products and destinations, and to further uplift the image & brand of PIA through community-building on social media. Social media platforms to include Facebook, Twitter, YouTube, LinkedIn, Instagram and Snapchat which will follow a social media strategy developed and mutually agreed upon by PIA and the Agency.
2. Social media marketing to promote services, products and destinations through creative content (original and sourced) and support to customer services through regular engagement (posts and responses) in line with the aviation industry practices and trends.
3. Community-building and social marketing by maintaining positive image of PIA through active promotion of the corporate brand, culture, CSR activities, positive achievements and stories of/from PIA, and regular engagement with customers online on all the social media platforms mentioned in scope of work.
4. Digital PR and Crises Communications to manage the digital community through posts, responses, online press releases, blogs, digital placements, media monitoring and event activations (in consultation with PIA).
5. Influencer marketing by building & maintaining relationships and engaging with the bloggers' community and key opinion leaders (in consultation with PIA).
6. Developing innovative and creative marketing campaigns (as and when required) to increase engagement, and executing them with, but not limited to, media buying, boosting and placement (in consultation with PIA).
7. Monthly reporting of data analytics of each of the social media platforms to note trends, popular content and performance in general.
8. Any other supplementary and relevant task assigned to the Agency by PIA Management.

SOCIAL MEDIA MARKETING DELIVERABLES

1	Managing and monitoring social media 6 platforms	Facebook Twitter YouTube LinkedIn Instagram Snapchat
2	Adding unique content and responding to social media platforms (updates against each platform per month)	Facebook (minimum 60 posts per month) Twitter (minimum 90 tweets per month) YouTube (minimum 4 videos per month) LinkedIn (minimum 16 posts per month) Instagram (minimum 30 posts per month) Snapchat (minimum 30 updates per month) Minimum updates/responses 230 per month or 2,760 updates per annum combined on all platforms
3	Creating a photo bank of high-quality, high-resolution photos	15 photos per month OR 180 photos per annum
4	Producing Creative Content (Static including any procuring third-party photos / stock images with copyrights) for posts, ads, content etc.	60 images per month for campaigns assigned by PIA

5	Producing Videos & Creative Content (Moving including any procuring third-party photos / stock images with copyrights) for posts, ads, content etc.	4 videos per month Or 48 videos per annum for campaigns assigned by PIA
6	New Followers Community building (acquiring new followers per month)	Facebook (50,000) Twitter (15,000) Instagram (5,000) YouTube (3,000) LinkedIn (2,000) Total 75,000 per month or 900,000 followers per annum combined on all platform
7	Enhancing Reach (organic as well as paid through boosting and targeted ads etc) (no. of accounts reached per month)	Facebook (1,600,000) Twitter (600,000) Instagram (400,000) LinkedIn (200,000) YouTube (200,000) Total combined 3,000,000 Per month or 36,000,000 per annum combined on all platform
8	Content Uploading on PIA Corporate Webpage through Content Management System (access provided by PIA)	Selected Artworks (static or moving) campaigns made for other digital handles to be uploaded as per resolution of designated space at the website.

CONDITIONS/MODALITIES

1. A dedicated team situated in Karachi and Islamabad or Lahore offices of the Agency will work on delivering the services to PIA. At least one dedicated staff to be placed in PIA Headquarters. PIA will required following dedicated staff from agency;

Islamabad Office	Karachi Office	Lahore Office
1 Client Services Executive	1 Lead / Content Generating Officer	1 Client Services Executive
1 Dedicated Content Manager	1 Photographer	1 Photographer
1 Graphic designer	1 Videographer	1 Videographer
1 Videographer	1 Mobile App (iOS/Android)	
	1 Web developers	
	<i>(App & Web Developers to Work with ICT Dept)</i>	

2. Agency will develop a monthly work plan for a period of one year in consultation with PIA to be approved and implemented for each month, based on the scope of work and deliverables.
3. Agency will be primarily responsible for management, development and dissemination/implementation of content on all the social media platforms.
4. Agency will charge for services on a monthly or annual basis (cost of dedicated resources at PIA premises included).
5. Customer service support by Agency will be provided from 9 am till 7 pm on daily basis, while social media platforms' management and moderation will be conducted till from 9 am to 9 pm
6. In case of crisis communication, support shall be extended on 24/7 basis till normalization of situation and strong liaison will be maintained by the service provider with PIA Management, digital media, blogs etc.

DESIRED COMPETENCIES, TECHNICAL BACKGROUND AND EXPERIENCE OF AGENCY

1. The agency must be registered with SECP and revenue board of any province, must have proven experience and strong portfolio in the field of social media and digital strategy. Further agency must have also registered offices in two major cities of Pakistan with required personnel having relevant experience. The agency professionals dedicated to PIA should have at least one to two years of digital work experience each. Agency should have over three years of dedicated digital work experience.
2. Aviation Industry Experience will be given an advantage.
3. A strong relation with influencers and digital media is mandatory.

4. Should be a mid-sized company with a healthy and active digital client base.

SELECTION PROCEDURE

Phase 1

1. Application submission with all necessary documents
2. Profile evaluation of 60 Marks as per criteria defined in this document
3. Visit/Meeting with agency (if necessary)

Phase 2

1. Presentation (on a given topic) of 40 Marks by successful bidders from phase 1.
2. Technical evaluation as per the Evaluation Criteria
3. Technical evaluation of phase 1 and phase 2.
4. Combined evaluation of Technical and Financial
5. Selection of successful Agency
6. Issuance of Letter of Intent
7. Signing of Formal Contract

Agencies with minimum 90 marks in technical evaluation (or two highest agencies if no agency qualifies 90% marks) will be considered for financial evaluation. And the tender will be awarded to bidder offering lowest financial bid. In case of single bidder, the bidder will be hired only if it fulfils all defined criteria with minimum 90% marks.

SELECTION CRITERIA

All applications will be evaluated as per the Evaluation Criteria in following categories and phases:

Phase 1 (Highest 60 marks)

- Company Experience (20 marks)
- Client Portfolio (15 marks)
- Human resource (10 marks)
- Financial health (15 marks)
- Litigation history (10 marks)

PHASE-1 :EVALUATIONCRITERIA

Participating agencies will be evaluated as per criteria defined below. Total 60 evaluation marks will allocated for 5 categories. Each category has specific marks. Agencies with complete documents will be considered for evaluation for phase 1. Agencies with minimum 40 Marks will be called for presentation in phase 2.

1) Company Experience (Marks Allocated 20)

Participating agency must have the requisite technical and professional expertise & experience social media management for local/multinational brands and the aviation industry. Experience certificate mentioning the number of years will be provided by the participant at its letter head. 02 marks will be allocated to each year of experience up to maximum 20 marks. The experience will be considered from the date of registration of NTN in FBR.

2) Client Portfolio Detail (Marks Allocated 10)

All bidders will have to provide their portfolio of multinational or local clients in last 10 years maximum. 01 Marks will be allocated to each client. Participating Agency will provide the list of its clients on company letterhead and also the letter from each client.

3) Personnel Experience Qualification (Marks allocated 10)

Participant will provide a certificate of List of employs with type/no. of experience on company letterhead and with NIC and also service card copies. One (01) Mark will be allocated to each employee upto maximum 10 marks for 10 employees. Every employee with minimum 5 years of experience in any of the following field:

- Social Media page Management/Editorial/Copy writing/Content Development/Concept and Creative

4) Financial Health (Marks allocated 10)

01 Mark will be allocated to every million turnover over from last one years upto maximum 10 marks. Bidder must provide statement of annual turnover for last one years along with details of filing of income tax in FBR. Bidder will have to submit the bank statement from current date to last 12 months.

5) Litigation History (Marks allocated 10)

Bidder will be evaluated with its litigation history with any entity/Airline current & pending on similar service. 02 marks will be deducted up to maximum 10 marks for any current or historical case with any entity/airline (vice versa). Agency is required to submit the case history at its letter head. Otherwise PIA

has right to disqualify or terminate the contract if PIA finds any litigation case of the agency, during or later on at any stage.

PHASE-2:EVALUATION CRITERIA (40marks)

Agencies/Bidders will present their proposals for Phase 2 technical evaluation. Only with bidders scoring 80% marks out of total 60 marks from Phase I will qualify for Phase II Evaluations. Marks allocation is defined below.

Marks	
0 - 20	Social media strategy recommendations for PIA for next one year taking into account its current profile, prestige and image as the national flag carrier, and its ranking in the digital sphere of the local and global aviation industry.
0 -20	Plan on Execution of Social media Strategy with increase in community measures, managing content, reach using organic/paid efforts and social media marketing

**ANNEXURE - 1
 Profile Evaluation Form**

Name of the Agency: _____

Sr. No.	Phase 1 Criteria	Total	Remarks
1	Total digital marketing experience		
2	Total client portfolio		
3	Total employees and work experience of each employee		
4	Total financial turnover		
5	Total litigation history/cases		

Documents attached:

Sr.No.	Document	Yes	No	Remarks
1	Hiring Form			
2	Pay order PKR 3,000 as tender fee			
3	Pay order @ 2.5% of Bid Price as earnest money			
4	Sales and Income tax certificates			
5	Experience letter (on company letterhead)			
6	Clientportfoliolist(on company letterhead)			
7	Letters/contracts from all clients			
8	CNICs and service cards of the company head and employees (copies)			
9	Human resource details (on company letterhead)			
10	Annual Turnover for last 3 years			
11	Bank statement for last 1 year			
12	Litigation history (on company letterhead)			

Any other Detail: _____

Name in full _____ Designation _____

CNIC _____ Phone / Fax # _____

Address _____

Signature _____ Date _____

ANNEXURE - 2 [Financial Proposal Form]

S. No.	Item	Deliverable	Price (PKR) / Annum
1	Managing and monitoring social media 6 platforms	Facebook Twitter YouTube LinkedIn Instagram Snapchat	
2	Adding unique content and responding to social media platforms (updates against each platform per month)	Facebook (minimum 60 posts per month) Twitter (minimum 90 tweets per month) YouTube (minimum 4 videos per month) LinkedIn (minimum 16 posts per month) Instagram (minimum 30 posts per month) Snapchat (minimum 30 updates per month) Minimum updates/responses 230 per month or 2,760 updates per annum combined on all platforms	
3	Creating a photo bank of high-quality, high-resolution photos	15 photos per month OR 180 photos per annum	
4	Producing Creative Content (Static including any procuring third-party photos / stock images with copyrights) for posts, ads, content etc.	60 images per month for campaigns assigned by PIA	
5	Producing Videos & Creative Content (Moving including any procuring third-party photos / stock images with copyrights) for posts, ads, content etc.	4 videos per month Or 48 videos per annum for campaigns assigned by PIA	
6	New Followers Community building (acquiring new followers per month)	Facebook (50,000) Twitter (15,000) Instagram (5,000) YouTube (3,000) LinkedIn (2,000) Total 75,000 per month or 900,000 followers per annum combined on all platform	
7	Enhancing Reach (organic as well as paid through boosting and targeted ads etc) (no. of accounts reached per month)	Facebook (1,600,000) Twitter (600,000) Instagram (400,000) LinkedIn (200,000) YouTube (200,000) Total combined 3,000,000 Per month or 36,000,000 per annum combined on all platform	
8	Content Uploading on PIA Corporate Webpage through Content Management System (access provided by PIA)	Selected Artworks (static or moving) campaigns made for other digital handles to be uploaded as per resolution of designated space at the website.	
Total Price / Annum in PKR			

Name of the Agency: _-

Any other Detail: _____
 Name in full _____ Designation _____
 CNIC _____ Phone / Fax # _____
 Address _____

Signature _____

DRAFT AGREEMENT

This Agreement is made this on [day] [Month], 2019
Between

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan having its Head Office at PIA Head Office Building Karachi, Airport, Karachi (hereinafter referred to as the “PIA” which expression shall where the context so admits include its successors and assigns) of the ONE PART
And

[name of the Party], having its head office at _____
(hereinafter referred to as the “Party” which expression shall where the context so admits include its successors and assigns) of the SECOND PART.

The PIA and the Service Provider may individually be referred to as a “Party” and collectively be referred to, as “Parties”, respectively, as the context of this Agreement requires.

Whereas PIA is desirous of hiring an agency for the management of PIA’s Social Media Pages / Handles

Whereas Service Provider is the successful bidder for which had bid for the tender and has accepted the offer to manage PIA’ Social Media pages in lieu of certain retainer, principally agreed between both the parties as a consequence of this agreement;

Whereas PIA has accepted the bid submitted by the Party upon terms and conditions set forth herein below:-

TERMS OF THE AGREEMENT

This agreement shall remain valid for one year commencing from _____ to _____ unless sooner terminated under the provisions of this agreement and can be extended for another two terms subject to satisfactory services provided by the Party.

A. RESPONSIBILITIES OF THE PARTIES

1. Manage, monitor and moderate PIA’s social media platforms to promote PIA’s services, products and destinations, and to further uplift the image & brand of PIA through community-building on social media. Social media platforms to include Facebook, Twitter, YouTube, LinkedIn Instagram and snapchat which will follow a social media strategy developed and mutually agreed upon by PIA and the Agency.
2. Social media marketing to promote services, products and destinations through creative content (original and sourced) and support to customer services through regular engagement (posts and responses) in line with the aviation industry practices and trends.
3. Community-building and social marketing by maintaining positive image of PIA through active promotion of the corporate brand, culture, CSR activities, positive achievements and stories of/from PIA, and regular engagement with customers online on all the social media platforms mentioned in scope of work.
4. Digital PR and Crises Communications to manage the digital community through posts, responses, online press releases, blogs, digital placements, media monitoring and event activations (in consultation with PIA).
5. Influencer marketing by building & maintaining relationships and engaging with the bloggers’ community and key opinion leaders (in consultation with PIA).

6. Developing innovative and creative marketing campaigns (as and when required) to increase engagement, and executing them with, but not limited to, media buying, boosting and placement (in consultation with PIA).
7. Content updating on PIA Corporate Website from the campaigns executed for other PIA pages and as prioritized by PIA Brand Management.
8. Monthly reporting of data analytics of each of the social media platforms to note trends, popular content and performance in general.
9. Any other supplementary and relevant task assigned to the Agency by PIA Management.
10. The company would have to undertake the following deliverables consequent to this arrangement;

S. No	Item	Deliverable
1	Managing and monitoring social media 6 platforms	Facebook Twitter YouTube LinkedIn Instagram Snapchat
2	Adding unique content and responding to social media platforms (updates against each platform per month)	Facebook (minimum 60 posts per month) Twitter (minimum 90 tweets per month) YouTube (minimum 4 videos per month) LinkedIn (minimum 16 posts per month) Instagram (minimum 30 posts per month) Snapchat (minimum 30 updates per month) Minimum updates/responses 230 per month or 2,760 updates per annum combined on all platforms
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8	Content Uploading on PIA Corporate Webpage through Content Management System (access provided by PIA)	Selected Artworks (static or moving) campaigns made for other digital handles to be uploaded as per resolution of designated space at the website.

11. CONDITIONS/MODALITIES

- a. A dedicated team situated in Karachi and Islamabad or Lahore offices of the Agency will work on delivering the services to PIA. At least one dedicated staff to be placed in PIA Headquarters. PIA will required following dedicated staff from agency;

Islamabad Office	Karachi Office	Lahore Office
1 Client Services Executive	1 Lead / Content Generating Officer	1 Client Services Executive
1 Dedicated Content Manager	1 Photographer	1 Photographer
1 Graphic designer	1 Videographer	1 Videographer
1 Videographer	1 Mobile App (iOS/Android)	
	1 Web developers (App & Web Developers to Work with ICT Dept)	

- b. Agency will develop a monthly work plan for a period of one year in consultation with PIA to be approved and implemented for each month, based on the scope of work and deliverables.
- c. Agency will be primarily responsible for management, development and dissemination/implementation of content on all the social media platforms.
- d. Agency will charge for services on a monthly or annual basis (cost of dedicated resources at PIA premises included).
- e. Customer service support by Agency will be provided from 9 am till 7 pm on daily basis, while social media platforms' management and moderation will be conducted till from 9 am to 9 pm
- f. In case of crisis communication, support shall be extended on 24/7 basis till normalization of situation and strong liaison will be maintained by the service provider with PIA Management, digital media, blogs etc.

PRICES

The successful bidder / Party is required to submit the following amounts as per the items bid for;

S. No.	Item	Deliverable	Price (PKR) / Annum
1	Managing and monitoring social media 6 platforms	Facebook Twitter YouTube LinkedIn Instagram Snapchat	
2	Adding unique content and responding to social media platforms (updates against each platform per month)	Facebook (minimum 60 posts per month) Twitter (minimum 90 tweets per month) YouTube (minimum 4 videos per month) LinkedIn (minimum 16 posts per month) Instagram (minimum 30 posts per month) Snapchat (minimum 30 updates per month) Minimum updates/responses 230 per month or 2,760 updates per annum combined on all platforms	
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8	Content Uploading on PIA Corporate Webpage through Content Management System (access provided by PIA)	Selected Artworks (static or moving) campaigns made for other digital handles to be uploaded as per resolution of designated space at the website.	
Total Price / Annum in PKR			

PAYMENTS

Payments in respect of supply of services shall be made by PIA by 30 days from submission of verified invoice by the party as per the quantities bid. The payments shall be made as per the regulations of the Government and the Taxes / fee levied by any Federal / Provincial Government/ any local government or its authorities.

TERMINATION OF THE AGREEMENT

- a. Without prejudice to any other available rights / remedies PIA shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by service provider.
- b. As per the terms of the agreement if the responsibilities of the Party is not fulfilled, or are found un-satisfactory, below the specified standard or non-performance, this contract shall be terminated by PIA at any time with immediate effect without giving any notice and in such events the Party may be **BLACK LISTED** and entire security deposit will be confiscated and the Party declared disqualified for further prequalification and award of any contract by PIA in accordance with PPRA Rules.
- c. Notwithstanding anything contained in this agreement each party shall have the right to terminate this agreement without assigning any reason or cause thereof upon 30 days written notice to the other party through registered post and / or confirmatory facsimile.
- d. 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 Party or its employees or non-performance of responsibilities and services by the Party under provisions of this agreement.
- e. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

SECURITY DEPOSIT

Successful bidder/Party shall deposit an interest free amount equivalent to 10% of the total contract value as Security Deposit. The Bid Price / Earnest Money submitted in response to tender can be converted into Security Deposit. This will remain with PIA, till 3 months after the expiry of the contract and will be released under governing SOP's of PIA after deduction of any amount outstanding against the Party.

RECOVERIES

When any amount is recoverable from the Party consequent to any action by the party or its team, harming PIA or its interest, under any provision of this agreement PIA shall be entitled to deduct any such amount from the pending bills of the Party, whether due in respect of this agreement and / or from the Security Deposit or any other amount of the Party lying with PIA and the Party shall have no objection on deduction of the same.

INDEMNITY

The Party undertakes and agrees to indemnify and hold harmless PIA, its officers and agents from and against all claims, Demands, liabilities, damages expenses of any nature whatsoever, arising out of or resulting from this agreement whether due to performance/non performance or poor or under performance of any obligations under this agreement by the Party, its employees or its agent or otherwise.

INSOLVENCY AND BREACH OF CONTRACT

Should the Party be adjudicated insolvent or made to enter into any agreement for composition with creditors or be wound up their compulsorily or voluntarily or commit may breach of this agreement not herein specifically provided. PIA shall have the right to declare the agreement terminated forthwith and in which case the Party shall be liable to the confiscation of security deposit and pay PIA any extra expenses which it might incur but it shall not be entitled to any gain / compensation from PIA.

FORCE MAEJURE

Except as provided under this agreement neither shall be liable for any failure nor delay in performance their obligation due to any cause beyond its reasonable control act of public enemy war rebellion insurrection accident act of God and act of state..However, the Party shall be liable to inform PIA as soon as any such event occurs or come into the knowledge of the Party in writing or through means generally accepted as communication.

CORRESPONDENCE

The Party shall not correspond with approach any other authority person directly or indirectly whether the staff of PIA or otherwise except the manager, general manager, director concerned regarding any matter arising from this or any other agreement with PIA. The Party may carry on correspondence with designated officials of the user department.

NOTICE

All notices requests and demands given to or made upon the parties shall be in writing and posted through registered mail confirmatory telex at the addresses set forth below:

PIA: GM/DGM Brand Management PIA Head Office Karachi

Contractor: _____.

INTEGRITY PACT / DISCLOSURE CLAUSE

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE PARTY.

The Party 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 Party 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 Party certifies that it has made and will make full disclosure of all agreements 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 Party 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 GoP in this regard, the Party agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Party 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.

CONFIDENTIALITY

Party shall keep confidential any Confidential Information (as defined below) obtained from PIA, or any of its affiliates under or in connection with this Agreement and shall not divulge the same to any third party without the prior written consent of PIA. Such Confidential Information will only be used by Party in connection with the performance of obligations under this Agreement.

For the purpose of this Agreement, Confidential Information shall mean all information, data, records, reports, know-how, manuals, agreements and other proprietary information which is not publicly known concerning or relating to the following matters and which may be disclosed by PIA, or any of its affiliates, in either written or oral form, prior to or after the date of this Agreement, with respect to:

This Agreement; or

Any of PIA's past, present or future business activities, policies or plans including but not limited to its fleet, marketing, engineering, flight services and operations etc.

Party agrees that damages may not be an adequate remedy in the event of breach therefore injunctive relief may be sought in respect thereof. In addition, Party agrees, at PIA's request and expense, to join in any action seeking appropriate injunctive

relief against any third party designated by PIA in respect of any unauthorised disclosure of such Confidential Information.

The provisions of clauses shall not apply to:

Any information which, after disclosure to Party, come into the public domain otherwise than through breach of this Agreement;

Information lawfully in the possession of Party (as evidenced by its or its advisers' written records) before disclosure to Party by PIA;

Information lawfully received or obtained by Party from a third party which has acquired it lawfully and which is not bound by an obligation of confidentiality to PIA;
or

Information required to be divulged by law, regulation or order of a court of a competent jurisdiction (provided that, in such circumstances, the disclosure shall only be made after prior consultation with PIA and taking into account its reasonable requirements as to timing and manner of disclosure).

TRANSFER OF ASSIGNMENT

The Party shall not sublet, transfer or assign this agreement to any party without the prior written permission of PIA.

ARBITRATION GOVERNING LAW& JURISDICTION

- i. If at any time any question, dispute or difference may arise between both the parties under this Agreement, either party may as reasonable, give to the other Notice in writing of the existence of such question, dispute or difference, specifying its nature and the point at issue, for conciliation failing which the matter shall be referred to a single arbitrator nominated by CEO/President PIACL under the provision of Arbitration Act of 1940 or any statutory modification or re-enactment thereof for the time being in force or the seat of the arbitration shall be at Karachi. The decision of the Arbitrator shall be final and binding upon the parties.
- ii. The parties shall submit to the exclusive jurisdiction of the courts at Karachi.
- iii. This agreement shall be governed by the law of Islamic Republic of Pakistan.

WAIVER

The failure of either at any time to require the performance by the 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 party or any breach of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

AUTHORITY OF PERSON SIGNING CONTRACT & DOCUMENT

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

MISCELLANEOUS

- a. All terms and conditions of the tender documents and the quoted rates are valid to the extent 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 deem an integral part thereof.
- c. This agreement shall not be varied, modified, altered, amended or supplemented etc except by the mutual consent, of the parties in writing.
- d. Contactor agrees that it shall from time to time do and perform such other and further acts, or things and execute and deliver any or all such other and further assignment as may be required or reasonable requested by PIA to establish maintain and protect its right and remedies under this agreement.
- e. This agreement shall be binding upon and shall incur to the benefit of both parties.

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

FOR & ON BEHALF OF
PAKISTAN INTERNATIONAL AIRLINES

FOR & ON BEHALF OF THE
PARTY

NAME _____
DESIGN _____
SEAL _____

NAME _____
DESIGN _____
SEAL _____

WITNESS -1

WITNESS -1

SIGN _____
NAME _____
CNIC NO _____

SIGN _____
NAME _____
CNIC NO _____

WITNESS -2

WITNESS -2

SIGN _____
NAME _____
CNIC NO _____

SIGN _____
NAME _____
CNIC NO _____

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.

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager Procurement
Procurement & Logistics Division
Pakistan Intentional Airlines
Karachi.

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 # _____

C.N.I.C. # _____

Seal _____

Date _____