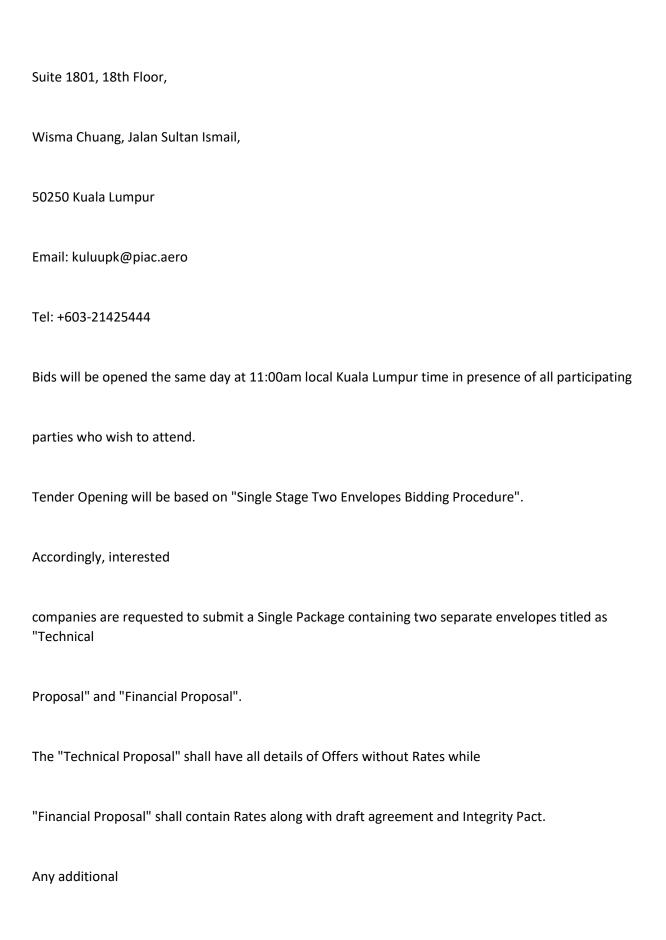
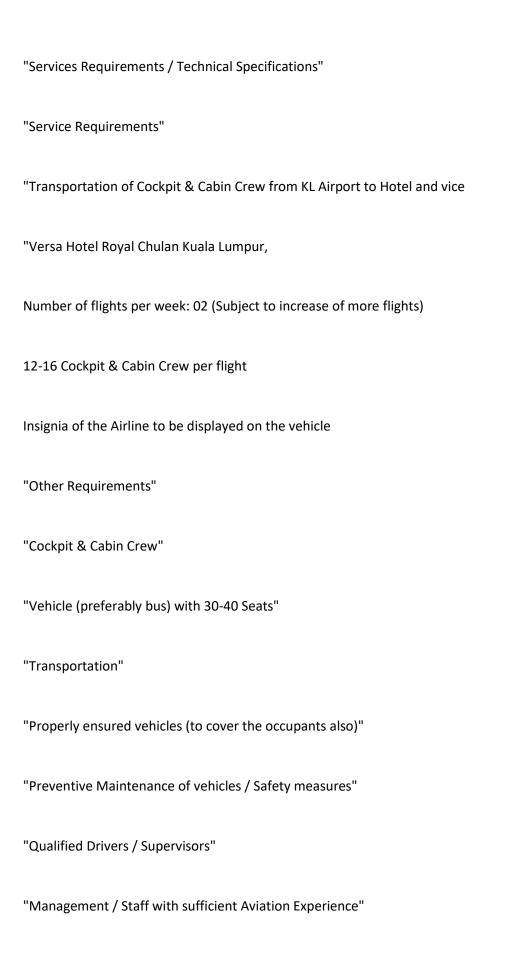
PAGE 1
HIRING OF TRANSPORT SERVICES
FOR TRANSPORTING PIA COCKPIT & CABIN CREW
AT KUALA LUMPUR, MALAYSIA
INSTRUCTIONS TO BIDDERS
PIA intends to hire services of quality Transport Service companies to enter into agreement with PIA for
transportation of its crew as per details given hereunder for the term of two years. Services required
and Bid Evaluation Criteria are mentioned hereunder.
Validity of Offer should be 90 days from the date of Financial Bid Opening.
This contract will be for two years, with a standard 90 days Exit Clause.
Bidders are required to submit their Sealed bids on or before December 26, 2024 till 11:00Hrs
local Kuala Lumpur time at following address:
Country Manager
Pakistan International Airlines,

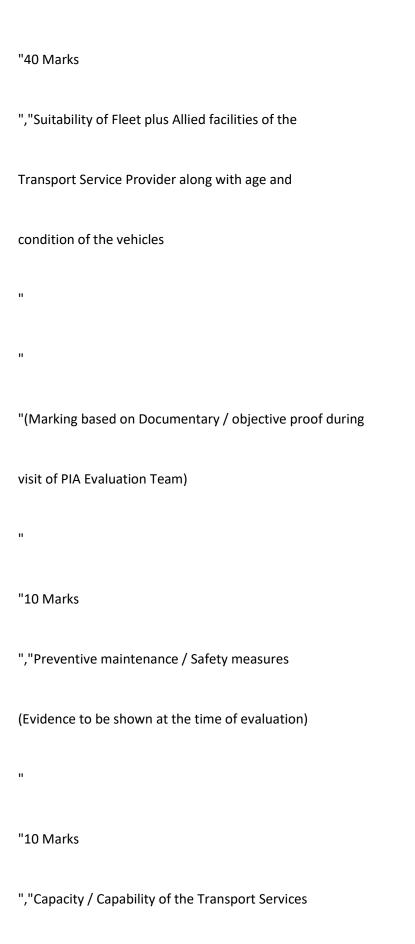


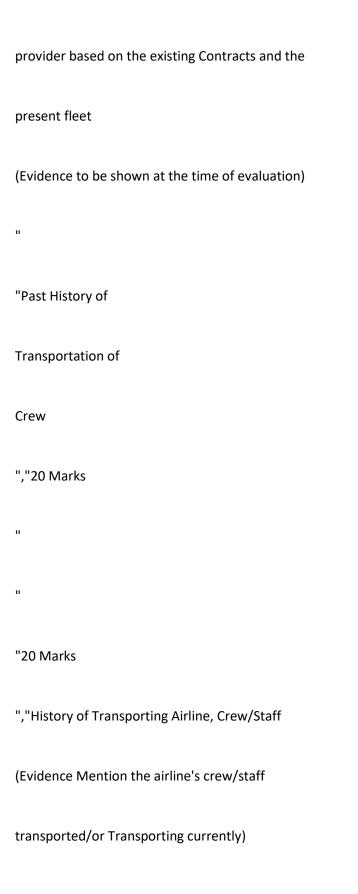
details/literature/profile about Transport Company, which the bidder wants to convey, may be added on a
separate sheet as an addendum and will be considered an added value to the bid.
Initially, only the envelope marked as "Technical Proposal" will be opened and Technical Evaluation/ Site
Inspection will be carried out thereafter.
After technical evaluation, the "Financial Proposal" will be opened in front of Crew Hotac Committee/publicly, at
station, at a time and date that will be communicated through email or phone to the technically qualified hotels
well in time.
The "Financial Proposal" of Transport Company found technically non-qualified will be returned Unopened to the
respective bidders.
PIA will be at liberty to revise the requirement or annul the whole tender proceedings at any stage.
PIA will be at liberty to revise the requirement or annul the whole tender proceedings at any stage.  No tender will be entertained after expiry of the aforesaid date & time.

PIA reserves the right to reject any tender in part or full after assigning a reason, however PIA will not be required
to justify the grounds of rejection.
PIA does not pledge to accept the lowest tender and reserve the right to accept or reject any or all tenders /
quotations.
Interested parties who can provide these services should submit tenders directly with PIA, no sub-agents will be
entertained.
An Integrity Pact in this regard (appended below at the end of this tender document) has to be
signed:
Each company must provide services for Cockpit and Cabin Crew both. Companies offering partial Services
cockpit/cabin crew will not qualify.
PAGE 2
The following table:



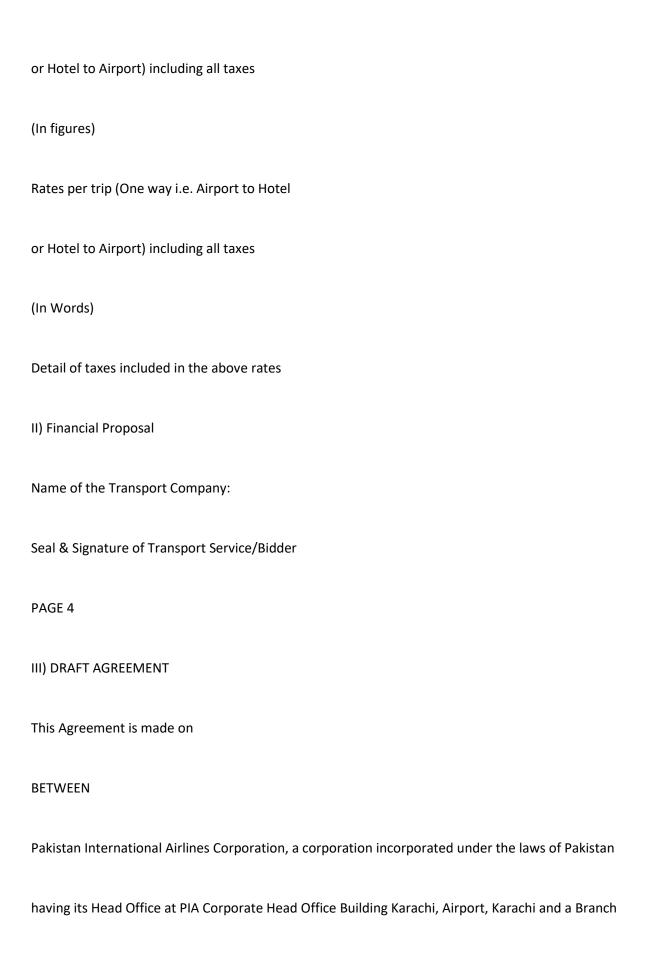
"Capability / Capacity to undertake the transportation job"
"Emergency backup plans"
"History of transporting Airlines Crew / Staff"
"Suitable location of office premises
Any other merits with documentary / objective evidence"
) Technical Proposal
The following table:
"Suitability of fleet
plus other allied
facilities &
Capacity/Capability
","30 Marks
п
п





п	
"Suitability of	
Location	
","20 Marks	
п	
п	
"20 Marks	
","Suitability of Location / Premises of transport	
company	
n	
"Other merits	
","10 Marks	
п	
п	
"10 Marks	

","Any other merits based on the literature/profile
provided by the company
n
"Total Marks
","100 Marks
п ,
,,"** Minimum required Marks to Qualify: 65 **
п
Bid Evaluation criteria
PAGE 3
Particulars
To be filled by the bidder
Currency of Rates
Rates per trip (One way i.e. Airport to Hotel



Office in the city of
situated at
(hereinafter referred to as the "PIAC" which expression shall where the context so admits include its
successors and assigns) of the ONE PART
M/s
AND
having its registered office at
Whereas, PIAC in order to provide with Transportation services to its Crew/Employees requested M/s
to provide the said facilities to its
Crew/Employees
AND
Whereas, M/s
has assured PIA that it has the capability of effectively performing the
services desired/required by PIA, and has agreed to transport PIAC's Crew in their vehicles to and from

Airport.
Whereas PIA has accepted the offer extended by the Transport Service provider upon terms and
conditions set herein below:-
DURATION OF THE AGREEMENT
NOW THIS DEED WITNESSES AS UNDER:
ARTICLE - (1)
to
This agreement shall remain valid w.e.f.
terminated under the provisions of Article -2 of this agreement.
unless sooner
ARTICLE - (2)
TERMINATION OF THE AGREEMENT
a.
b.
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 90 days written notice to the other party through registered post and / or confirmatory emails.

PIA shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Transport Service provider or its employees or non-performance of responsibilities and services by the Transport Service provider under provisions of this agreement.

The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

ARTICLE (3)

SERVICES AGREED TO BY TRANSPORT CO. FOR PIA CREW TRANSPORTATION

Services to be provided by the Transport Company as per "Required Specifications" mentioned in

Technical Proposal that forms an integral part of this agreement:

PAGE 5

ARTICLE - (4)
MODE OF PAYMENT
i.
For all trips / transportation effectively provided to Airline Crew members, the Transport
Company charges Airline on the basis of rates indicated in this Agreement.
ii.
Transport Service provider will submit bills/invoices to the local office of PIAC with the
original daily vouchers duly signed by PIAC' authorized representative with ledger on
weekly basis, bearing the name of each Crew member who has traveled, for the purpose of
reconciling by PIAC.
iii.
PIAC shall make payment of agreed rates together with all applicable taxes. All other
expenses.
i)

PIAC guarantees to settle the invoices submitted by the transport Service provider within the period of 30 days of its receipt.

ARTICLE - (5)

Transport Provider's Obligation

The Transport Service provider undertakes and agrees that in the performance of its contractual obligations assumed by it under this agreement, it shall fully comply with all the applicable laws, rules and regulations and customs prevailing from time to time in the country including but not limited to payment of wages / allowances, insurance of the employees and workers, their medical attention, gratuity, grant of annual sick and casual leave and other rights, facilities and benefits to which employees may be entitled to and hereby expressly agreed and understood by the hotel that all responsibilities to its employees in this

regard are its liability and the grant of any such rights, facility

or benefits to its employees at any time whether under any existing or future law or otherwise shall not result in any additional cost to PIA.

ARTICLE - (6)

#### **INDEMNIFY**

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

**ALLOCATION OF VEHICLES** 

i.

### ARTICLE (7)

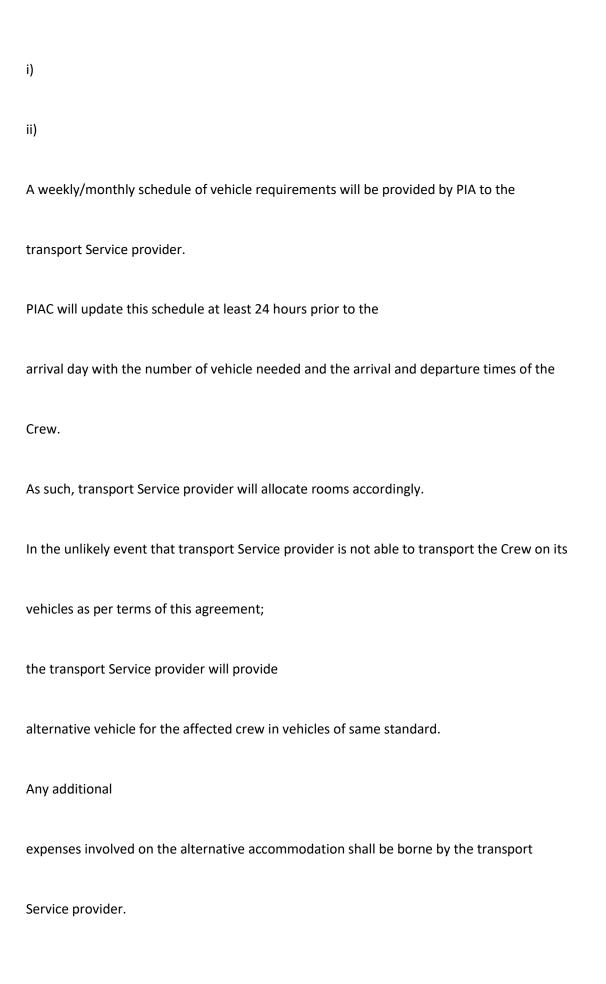
All Vehicles will be based on transporting Cockpit & Cabin Crew (same Vehicle) with 30-40 seats per flight as per flight schedule.

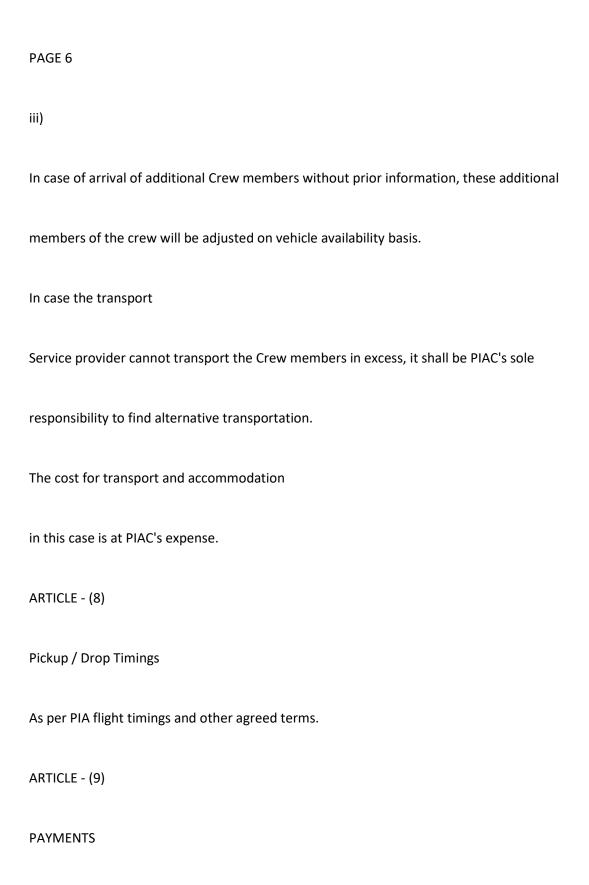
ii.

Approximate Trips to be provided per day

Per Week

NOTICE FOR RESERVATION





In consideration of services provided hereunder, PIA agrees to pay, as per payment schedule, to the
transport Service provider for the services described under this agreement:
If the services provided by the transport Service provider are not up to the standard/acceptable to PIA,
then PIA may get the required services performed through other ways and means at risk and cost of the
transport Service provider.
The expenditures incurred on obtaining such services shall be deducted
from the amounts due from PIA to the transport Service provider.
ARTICLE - (10)
FORCE MAJEURE
Except as provided under this agreement neither party shall be liable for any failure or delay in performance of its
obligations due to any cause beyond its reasonable control including and without limitation, diversion of plane
due to bad weather conditions, act of public enemy, war, rebellion, insurrection, fire, accident, act of God and
act of state.
ARTICLE (11)

#### **NON-DISCLOSURE**

Subject to any law or order of any court, each party undertakes not to disclose any of the information, data and documents given to it by the other party or which it has been informed of during the performance of the present Agreement.

The parties agree to take all the necessary precautions to

comply with such obligations, particularly with regard to its personnel, including the one of any potential sub-contractor.

ARTICLE (12)

LIABILITY

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

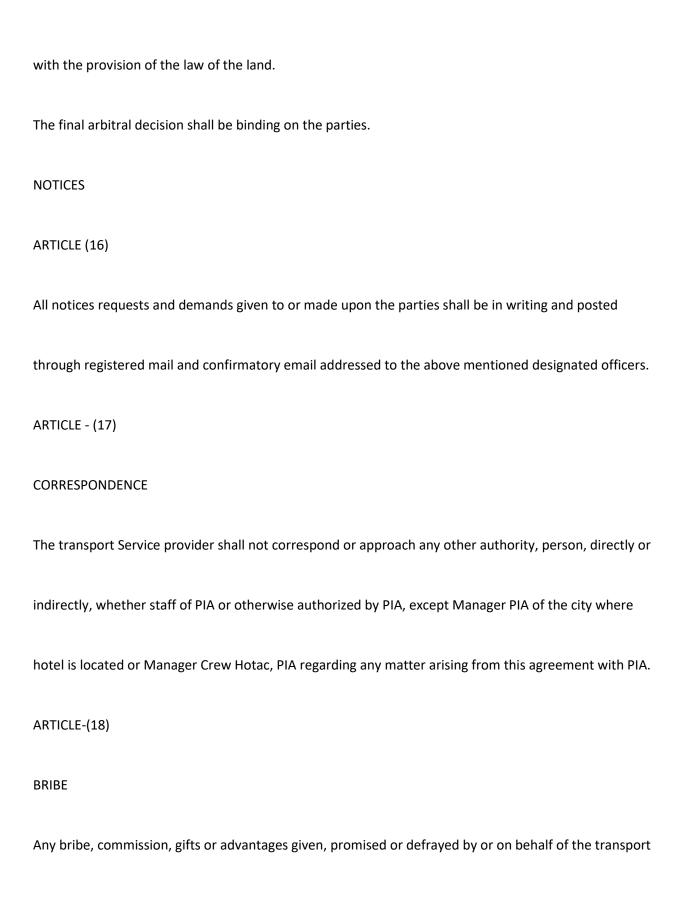
ARTICLE (13)

# **INSURANCE**

The transport Service provider shall take out at its own expense, from insurance companies of
international reputation and maintain in force throughout the term of the agreement, insurance policy
covering in full its civil and professional liability with regard to its obligations as defined in the present
Agreement.
PAGE 7
ARTICLE (14)
GOVERNING LAW
This Agreement shall be governed by the law of the Land.
DISPUTE RESOLUTION
ARTICLE (15)
All questions, differences and disputes arising or that may arise in respect of the agreement will be
resolved through amicable negotiation by both the parties and, whatsoever remains unresolved by

such amicable negotiations, shall be finally settled through Arbitration at

in accordance



Service provider, of his partner, agent or servant or any on its behalf to any officer, servant, representative or agent of PIA for showing or for berating to show favor or disfavor to any person interrelation to this or any other agreement with PIA, shall subject the hotel to the cancellation of this and all or any other contracts.

ARTICLE (19)

**NO BROKER** 

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

ARTICLE - (20)

# SUB-LETTING THE ASSIGNMENT

The transport Service provider shall not sublet, transfer or assign this agreement to any party.
PAGE 8
ARTICLE (21)
MISCELLANEOUS
a.
b.
c.
d.
This agreement supersedes all prior agreements and understanding relating to the subject.
All
terms and conditions of the tender documents are valid to the extent that they are not
repugnant with the terms and conditions of this agreement.
Titles are inserted in this agreement for the purpose of reference and convenience and in no

way define, limit or describe the scope or intent of agreement and / or not to deemed an
integral part thereof.
This agreement shall not be varied, modified, altered, amended or supplemented etc except
by the mutual consent by both parties in writing.
This agreement shall be binding upon and shall incur to the benefit of both parties hereto and
their respective successors and assigns provided that such assignment have been made in
accordance with the laws as mentioned hereinabove.
IN WITNESS HEREOF, the parties hereunto set their hands on the days, month and the years mentioned
herein above.
FOR & ON BEHALF OF
Pakistan International Airlines
NAME
DESIGNATION
SEAL
WITNESS:

FOR & ON BEHALF OF THE
Transport Service Company
NAME
DESIGNATION
SEAL
WITNESS:
SIGN
NAME
CNIC NO
ADDRESS
SIGN
NAME
CNIC NO
ADDRESS

### IV) INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage Etc. Payable By The Transport

**Service Company** 

the Seller / Supplier

/ Contractor hereby declares its intention not to obtain the procurement of any

Contract, right, interest, privilege or other obligation or benefit from PIA or any

administrative sub-division or agency thereof or any other entity owned or controlled by

it (PIA) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor

represents and warrants that it has fully declared the brokerage, commission, fees etc.,

paid or payable to anyone and not given or agreed to give and shall not give or agree to

give to anyone within or outside Pakistan either directly or indirectly through any

natural or juridical person, including it affiliate, agent, associate, broker, consultant,

director, promoter, shareholder sponsor or subsidiary, any commission, gratification,

bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest,

privilege or other obligation or benefit in whatsoever form from PIA, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements an arrangements with all persons in respect of or related to the transaction with PIA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

Ιt

agrees that any contract, right, interest, privilege or other obligation or benefit obtained

or procured as aforesaid shall without prejudice to any other right and remedies available to PIA under any law, contract or other instrument, be void-able at the option of PIA.

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

PAGE 10

PLEASE TICK THE FOLLOWING CHECKLIST ITEMS AND ATTACH WITH

**TECHNICAL PROPOSAL:** 

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

1) Technical Proposal

Signed & stamped by the hotel
II) Financial Proposal
Signed & stamped by the hotel
III) Draft Agreement
Each page signed & stamped by the hotel
IV) Integrity Pact
Signed & stamped by the hotel
D .