

Expression of Interest (EOI)

Hiring Consultancy Services for Passenger Services System (PSS)

Pakistan International Airlines, the national flag carrier, invites Expression of Interest (EOI) from national or international consultancy firms or individual consultants for selecting and implementing the new generation, improved, integrated, effective and efficient PSS that will help PIA for offering flexible new services, increase sales, reduce costs, and help reach and engage customers. Method of selection: Quality and Cost Based Selection will be used.

Expression of Interest documents is available for the interested bidders at www.piac.com.pk.

Prospective firms/companies/ individuals are required to submit Tender Fee of **Rs. 2000** (non-refundable) in shape of a Pay Order (in the name of PIACL) along with the expression. (The tender fee is applicable for Local Bidders only).

The expression of interest, prepared in accordance with the instructions in the EOI documents, must reach at **General Manager Contracts Management, Procurement and Logistics Department, PIA Head Office, Karachi** on or before **18-01-2017 till 1030 Hrs (PST)**. The expression will be opened the same day at 1100 Hrs (PST). This advertisement is also available on PPRA website at www.ppra.org.pk.

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Ref: PIAC/P&L/PSS (ICT)/24/16

TERMS OF REFERENCE (TORS)
Consultancy Services for Passenger Services System

BACKGROUND

Pakistan International Airlines Corporation Limited (PIACL) is in the business of air transportation of passengers and cargo and related activities. PIA's primary focus is to serve the Pakistani community at large and travelers across the globe. The airline has its presence in five continents with offices and stations located across the world.

As part of strategizing its position in the niche market, and to opt for the advanced distribution technology, PIACL is looking for a new generation community based Passenger Service System (PSS) with multi-channel dynamic direct distribution capability. The PSS must enable airline, its partners and passengers to smoothly perform airline booking and other ancillary services.

In this regard services of firms or individual consultants are required for selecting and implementing the new generation, improved, integrated, effective and efficient PSS that will help PIA for offering flexible new services, increase sales, reduce costs, and help reach and engage customers. The Consultant will be expected to approach this assignment in a collaborative and pro-active manner in order to achieve practical outcomes, and to engage with a number of stakeholders.

In undertaking this assignment, the Consultant shall give due consideration to the particular characteristics of Pakistan's aviation industry and its regulatory bodies including IATA, ICAO, Pakistan Civil Aviation Authority (PCAA) and Aviation Division of Government of Pakistan.

Ref: PIAC/P&L/PSS (ICT)/24/16

SCOPE OF WORK

The Consultant will be expected to perform the following activities and role during the course of this assignment. The main objectives of this assignment are to:

- The consultant shall provide support to PIA management in developing a strategic plan and accelerate the transformation journey to the new generation community based PSS platform.
- Work closely with senior management and ensure that all stakeholders are effectively engaged for new PSS adoption in order to achieve business agility and improved customer experience.
- Manage end to end process for the large-scale adoption and transition to the new PSS and its integration with Airline's ancillary systems and processes.
- Have the complete spectrum of functional areas, collect requirements and ensure incorporation or integration of the required functions in the PSS solution.
- Develop the terms of reference for the PSS vendor selection in line with ICAO, IATA and other aviation industry standards.
- Follow-up, coordinate and expedite the procurement process with the help of PIA's Procurement department and in-line with international and Pakistan Procurement Regulatory Authority (PPRA) regulations.
- Liaise and bridge between the selected PSS vendor and the PIA internal stakeholders and partners for smooth implementation, integration and transition to the new PSS System.
- Implementation of Core reservation, departure control, E-Commerce & Merchandising engine, Automated and Self Service Check-In through multiple channels, bag drop solutions, along with Predictive Analytics and Insights.
- Integration of core PSS with Supporting Systems including Flight Operations, Loyalty Programs, Revenue Management, Revenue Accounting, Revenue Integrity, Fares & Pricing and market intelligence system etc.
- Transform existing business processes, system architecture, policies and SOPs in order to achieve business agility and improved customer experience.
- Liaise and work with internal stakeholders and the PSS vendor to identify specific training requirements, develop training contents - SOPs, processes and roles and arrange complete training program for smooth transition.
- Provide support to PIA in the development and enhancement of the PIA Sales and services both for national and international customers through introduction of new PSS.

DELIVERABLES

A time-based contract will be signed with the Consultant. The deliverables by consultant for this assignment includes but is not limited to;

Inception Report and Implantation Strategy

- A brief report including a proposed detailed work plan and time line. This report should be submitted to CEO no later than 2 weeks from commencement of the assignment.

Technical Assistance

- Liaise and work with the PIA Management in providing ongoing technical regulatory advice for the selection and transition of new PSS.
- Advice on Industry Trends, PSS approach and adoption strategy

Vendor Selection

- Request for Proposal (RFP) for Procurement Processes
- Technical Evaluation and Bidders engagements
- Selection of Vendor and new generation PSS Solution
- Balanced agreement with the PSS Vendor

Requirement Documentation

- Requirement and Business Processes Documentation
- Policies, SOPs and Processes for running the new PSS
- PSS Deployment Project Plan

Solution Deployment, Integrations and Configurations

- Solution deployment and configurations
- Integration of PSS with other internal and third party ancillary applications
- Integration and Configuration with GDS/ NDC for both direct and indirect Sales Channels

Transition Management

- Smooth Transition to new PSS.
- Trainings for the new PSS for internal users and external partners.

Regular Monthly Reports:

- A brief monthly report will be submitted no later than 1 week following the end of each month to the CEO PIA, these monthly reports should be submitted in soft copy via email, and include:
 - key activities undertaken in the reporting month
 - major issues / achievements
 - recommendations for future action
 - work plan and key activities for the next month
 - Any other issue as may be required by the Client.

Final Report and Recommendations

- A final report shall be submitted no later than 2 weeks into the final month of assignment to CEO PIA. The report should include key progress achieved over assignment period and key recommendations for further work required with a clearly outlined implementation plan/program.

In addition, the Consultant will be expected to produce working papers or other documentation during the course of the assignment as necessary to support the Client and to achieve the objectives of the assignment.

Note: Financial proposals are not required at this stage

QUALIFICATIONS

The Consultant must have:

- ✓ A minimum 10 years of experience in the aviation sector, preferably in Passenger Sales System, aviation regulatory or revenue assurance roles, with international experience.
- ✓ A relevant tertiary qualification from a recognized institution
- ✓ Demonstrated experience in the development of high-level policy documents and sector strategies in aviation sector
- ✓ Knowledge and experience with transforming PSS for at least one (01) airline in recent years.
- ✓ Understands the airlines industry, and should have helped leading global airlines transform their PSS/IT/Sales and business operations.
- ✓ Must have grip on the international procurement regulations and awareness of Pakistan Procurement Regulatory Authority (PPRA) will be a plus.
- ✓ Should have knowledge of regional aviation state and PIA's market positioning.
- ✓ Excellent verbal, written and presentation communication skills in English with demonstrable high level reporting skills
- ✓ Demonstrated pro-active working style and ability to work well with people from multiple cultures and backgrounds.
- ✓ Leadership and advocacy skills and an ability to build effective teams and Relationships.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Pakistan International Airlines Corporation Limited (PIACL)** (the “Purchaser”), on the one part, and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- a. PIACL through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the services as described in the contract.
- b. The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and
- c. The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration with provision of the Services delivered and remedying of defects / damage therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder’s Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations
 - e. The Technical Specifications
 - f. Implementation Plan & Strategy
 - g. Presentation by the bidder
 - h. Tender Form
 - i. Price Schedule
 - j. Affidavit(s)
 - k. Authorized Dealership / Agency Certificate
 - l. Performance Security
 - m. Service Level Agreement (SLA)
 - n. Non-Disclosure Agreement
 - o. Any Standard Clause acceptable for Purchaser
4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For [full legal name of the Purchaser]:

For [full legal name of the Contractor]:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature: _____

CNIC # _____

CNIC # _____

Name _____

Name: _____

Designation _____

Designation: _____

Address _____

Address: _____

General Conditions of Draft Contract**Contract**

The Purchaser shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Purchaser.

Contract Duration

The Contract duration is initially for one (01) year starting from the date of issuance of Acceptance Letter and extendable for another term of one (1) year, based on same terms and conditions provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.

Contract Documents and Information

The Contractor shall not at any time, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specification(s), drawing(s), data, processes, pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

Contract Scope of Work

The Contractor shall provide the services and the deliverables related to end to end selection and implementation of Passenger Services System (PSS) including but not limited to the scope of work and deliverables mentioned in this tender document.

Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

Standards

The Services supplied and the Services provided under this Contract shall conform to the authoritative latest industry standards including IATA, ICAO, and other airline standards.

Commercial Availability

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Services shall have been rendered / delivered under this contract by the service provider globally / locally.

Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

Execution Schedule

The Contractor shall start delivery of Services within one (01) week from the issuance of Acceptance Letter. Implementation period is to be defined.

Payment

1. The Contractor shall provide all necessary supporting documents along with invoice.
2. The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence along with digitally signed soft copies or any other relevant document, as the Purchaser may require; state the amount claimed along with certification/undertaking for the authenticity; and set forth in detail, in the order of the Price Schedule, particulars of the Services delivered and the deliverables completed up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
3. Payments shall be made on monthly basis, so quarterly invoices must be submitted. The payment may also be processed through IATA clearance house if mutually agreed between the parties.
4. All invoices must carry details of third party related costs, along with valid and verifiable proof of evidence of all claims, including original third party invoices.
5. The Purchaser shall get verified the details of services delivered against the invoice from the User and Technical Team of PIAC and Payment shall be made on actual basis after issuance of

satisfactory certificate by concerned technical team and user department's team, as per details given in this contract.

6. The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliverables. The Purchaser shall make payment for the Services provided and the deliverables completed as per, to the Contractor, as per generally accepted procurement rules, in currency agreed between the parties.
7. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
8. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed contract in this regard.

Price

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

Contract Amendment

1. The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
2. The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
3. The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
4. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

Assignment / Subcontract

1. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

Liquidated Damages / Penalties

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @-----% (to be mutually agreed) of the total Contract Price which is attributable to such part of the Services / the deliverables, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @-----% (to be mutually agreed) of the Contract Price.

Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines.

Forfeiture of Performance Security

1. The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:
 - a. If the Contractor commits a default under the Contract;
 - b. If the Contractor fails to fulfill any of the obligations under the Contract;
 - c. If the Contractor violates any of the terms and conditions of the Contract.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

Termination for Default

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by 60 days prior written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within five working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.
2. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / deliverables, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Deliverables. However, the Contractor shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency

If the Contractor becomes insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

Termination for Convenience

1. The Purchaser may, at any time, by 60 days prior written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
2. The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:

- a. to have any portion thereof completed and delivered; and/or to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

Force Majeure

1. For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Karachi, Pakistan. The award shall be final and binding on the parties.
2. The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
3. If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
5. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Dispute Resolution

1. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Karachi, Pakistan. The award shall be final and binding on the parties.

Statutes and Regulations

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Government of Pakistan rules and regulations for signing of the formal contract.

The Purchase

1. The Purchaser shall only carry out such duties and exercise such authority as specified in the Contract. The Purchaser shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
2. The Contractor shall proceed with the decisions, instructions or approvals given by the Purchaser in accordance with these Conditions.
3. The Purchaser shall conform with all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

Authorized Representative

1. The Purchaser, the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.
3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
5. Notwithstanding Clause 2 above, any failure of the Authorized Representative to disapprove any Services or deliverables shall not prejudice the right of the Purchaser to disapprove such Services or Deliverables and to give instructions for the rectification thereof.
6. If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

Training

1. The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser to ensure that they shall acquire a good working knowledge of the services to be supplied under the Contract at the contractor's cost during the contract period, however the logistics, training facilities and boarding lodging will be Purchasers responsibility.
2. In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser and proceed to implement suitable remedial measures after consultation with them.

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