

Pakistan International Airlines

Purchases Flight Kitchen Section, 1st Floor, Supply Chain Management (old P&L) Department Building,
(PIACL), Head Office Karachi Airport-75200 Pakistan.

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Tender No. FSD-CNT-028-20

Dated. 2nd June, 2020.

M/S _____

Subject: Manpower Provisioning Through Services Provider for Lahore Flight Kitchen.

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. You are required to send your tenders addressed to General Manager Procurement, PIA Procurement & Logistics Building JIAP Karachi latest by **Monday 22nd JUNE, 2020 by 11:00Hrs.** The tenders may be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the entrance of the PIA Procurement & Logistics 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 11:30 hours** the same day in the presence of tenderers.

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

3. Bidders are required to submit a Pay Order of Rs.6,000.00 (Non-Refundable) as tender fees along with Technical Proposal.

B) EARNEST MONEY

The Tender should be accompanied by a Pay Order payable (valid for 90 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

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (pay order/ Bank Guarantee) in the amount equivalent to 5% of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

D) 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 "FINANCIAL" and "TECHNICAL" 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 only 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.

Bidders **MUST:**

- Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate).
- 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 P&L Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) **PRICES**

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 90 days.

H) **Duration of Contract**

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

General Manager (Procurement)

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FSD-CNT-028-20

S#	Description	Unit	Station	QTY	Each Person Rate Rs.	"A" One Month Value Rs.	"B" Annual Value Rs.
1	Provisioning of HUMAN RESOURCES for Dish / Pot Washing	Person	LHE	30			
Grand Total "Monthly A" & "Annual B" Rs.							
2% earnest Money Rs.							

Terms of Reference (Mandatory)

- The charges are inclusive of all applicable taxes / levies (i-e GST, EOBI, ESSI etc.)
 - Payments receipts of EOBI / ESSI shall be submitted with Finance PIA, on monthly basis.
1. Initially, this Agreement shall be valid for a period of one (01) year. This agreement may be extended for another period of two (02) equal terms, on the same terms and conditions subject to satisfactory performance of service provider.
 2. Leave entitlement of the employees employed by service provider shall be as per applicable law.
 3. Responsibility of issuance of Entry Passes (PIA Premises / Apron Area / Duty Areas) shall rest with the Service Provider.
 4. Subject to provisions of Clause 7 "a" above, the service provider shall ensure submission of bills on the basis of Time Management System / Manual Attendance in respect of each person duly verified by concerned HR Unit to Finance Department well in time for its reimbursement. Furthermore service provider will strictly make sure that no duplicate bill is submitted in any department or section.
 5. The Service Provider shall be responsible to plan as per provided schedule by respective department to manage and supervise the provision of the Services. Adequate & direct supervision will be exercised by the Service Provider over its employees/personnel. The Service Provider and its authorized representatives shall be present to exercise direct control over the Service Provider's personnel during the time; such personnel's are engaged in carrying out the Contractual Services / Obligations of the service provider under this agreement.
 6. The service provider shall ensure that appointment and termination letters are issued immediately without any delay.
 7. Accidental and death insurance coverage shall be provided by the service provider as provided in the draft agreement.
 8. Mandatory, Government levies such as E.O.B.I, ESSI, Group Insurance, Education Cess, Gratuity or any other as prescribed by federal, provincial, or local Government, or provided in the Labour Laws, shall be paid by service provider and will be reimbursed by the Corporation to service provider subject to production of original proof of payment in respect of each individual. The Service Provider shall be responsible to provide EOBI cards and Provincial governments ESSI Cards for all of its eligible employees. The Service Provider shall ensure that all their employees deployed with PIACL are paid at least the minimum wages as per the notification by the Provincial governments from time to time. PIACL shall reimburse the minimum wages to the Service Provider as notified by the Provincial governments from time to time subject to prior disbursement of such wages by the service provider to its employees.
 9. Uniforms are to be provided by Service Provider to those employees deployed on such duties where uniforms are to be worn as per pattern, fabric & color duly approved by PIA.
 10. Safety Equipment wherever required, shall be provided by the service provider upon prior approval of rates and design / pattern by PIA, and the reimbursement will be made accordingly. (For Specified Service Only).
 11. All Federal, Provincial and Local Taxes including Withholding tax from the monthly gross payments due

to the service provider shall be deducted as per the prevailing rates in accordance with applicable law including the Income Tax Ordinance 2001 or any amendment thereof.

12. Service Charges at agreed rates.
13. Accept for valuables, bonded goods/trolleys, Hi-lifters will be completely off-loaded at arrival bay.
14. Hi-lifter and delivery van interior / cabin will be washed-up and wipe off thoroughly until food debris are vanished surface is clean to avoid bacterial and cockroaches growth.
15. Rotating items will be handled with extra care until delivery to relevant units.
16. After thorough cleanliness hi-lifter would move to departure loading bay.
17. Segregation of the linen items left in catering van like linen tray mat, cutlery roll up shells trolley covers, landing cards magazines etc will be handled carefully.
18. Careful handling of electrical equipment i.e. hot cup / hot jugs and beverage flask etc.
19. Chinaware, Glass ware washing and through mopping.
20. Ceramic dishes washing mopping to wipe off detergent effects.
21. S/P shakers (Segregation and safe keeping).
22. All type of cleaning material provided by PIA.
23. Standard units tray carrier and racks.
24. Business Class Silverware washing and buffing including stainless steel / tableware and Pot washing (complete hollowware oven racks and inserts S/S cutlery washing and buffing).
25. Large meal trays and 2/3rd trays with appropriate tray equipment i.e. tea cups / bowls and dishes etc. Complete mopping to wipe off chemical effect.
26. Plastic buckets / melamine equipment and fresh supplies containers.
27. Conveyance delivery off all washed and equipment dishes /bowls to bakery and cold kitchen and equipment setting units/properly washed and wiped off carts to appropriate user unit.
28. Washing of all PIA equipment related to dish-washing plus complete dish-washing area floors and floor tiles / walls up to 06 feet height will be sole liability of contractor.
29. Provision of cleaning cloth to dish washing and cleaning staff for cleaning machinery and mopping of hollowware BC silver ware electrical equipment Hot Cups, Hot Jugs etc.
30. Use of galley linen mop cloth and duster in catering premises by the contractor staff is strictly eliminated will be assured by contractor.

Sign of Bidder _____ Name & Designation _____

Address _____

Tel _____ Cell _____

Email _____ GST No _____

NTN No _____

Stamp

AGREEMENT

THE AGREEMENT is made at Karachi on _____, Between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, incorporated under the laws of Pakistan having its registered Office at JIAP Karachi (hereinafter called CORPORATION" which expression shall where the context so required and admits be deemed to include its successors and assigns) of the One Part

AND

_____ a firm / company registered _____
_____, under the laws of Pakistan being represented

through _____ and having its principle place of business at _____
_____ (hereinafter called the "Service Provider" which expression

shall where the context so required and admits be deemed to include its successors and assigns) of the Other Part.

WHEREAS the CORPORATION is desirous to outsource few services mentioned in Annexure "A", "B", "C" and "D", along with required defined categories (hereinafter referred to as the "Services") annexed hereto and such other services as the CORPORATION may from time to time require. The Annexure "A", "B", "C" and "D" may be considered as is an integral part of this agreement for the purpose of calculating the financial payments.

AND WHEREAS the Service Provider is the successful bidder for provisioning of such services.

Whereas the service provider warrants and assures that it is in a position to provide the required services to the satisfaction of the corporation for the purpose of execution of the contract.

NOW, THEREFORE THIS AGREEMENT WITNESTH AS UNDER:

1. **Initially, this Agreement shall be valid for a period of one (01) year, with effect from _____ to _____, extendable for another period of two (02) equal terms, on the same terms and conditions subject to satisfactory performance of service provider.**
2. Notwithstanding any other agreement with any other party the Service Provider shall provide the services at Karachi and such other locations as mentioned in Annexure "A", "B", "C" and "D" along with required Categories, hereto subject however that the CORPORATION may from time to time by notice in writing by In-charge Outsourcing Unit to the Service Provider add, alter, or delete any location and may limit or extend services, or otherwise add or delete any other services, fee being paid by the CORPORATION will be adjusted according to the quantum of services rendered by the Services Provider in respect of the persons employed by service provider as desired by the CORPORATION in accordance with the Annexure "A", "B", "C" and "D", or otherwise as advised by the CORPORATION from time to time as the case may be.
3. The Service Provider shall provide Services at such times and on such terms as is more particularly described in the Schedule of Services annexed hereto as Annexure "A", "B", "C" and "D". While provisioning of such services according to Annexure "A", "B", "C" and "D", service provider shall coordinate with I/C Outsourcing Unit, the service provider shall directly coordinate with concerned Departmental Head only for financial matters related to Annexure "B", "C" and "D". However all other matters including administrative and policy should be directly supervised and monitored by I/C Outsourcing Unit for all areas mentioned in Annexure "A", "B", "C" and "D".
4. The Service Provider shall provide the Services hereunder in an efficient, competent and organized manner and will ensure that its employees and personnel consistently maintain a high standard of performance to the best of their abilities.
5.
 - a. The Service Provider shall employ under its own employment such number of qualified and experience persons who are competent to carry out and discharge the Service Provider's obligations, duties and responsibilities under this agreement.
 - b. The Corporation shall have the absolute authority to determine the suitability and quality of services by the service provider including the suitability of the employees of service provider so deputed for a particular job.
6. In consideration of and subject to the due performance of the services mentioned in the Schedules of services and all its obligations under the Agreement by the Service Provider, the CORPORATION will pay on the basis of quantum of work & presence time of the service provider employee's, Wages

and applicable service charges thereon. If the Service Provider fails to provide the services mentioned in the schedules of services on any working day, the consideration payable hereunder shall stand reduced accordingly for each day or part hereof the services are not provided.

The CORPORATION shall reimburse the wages including minimum wages to the Service Provider including service charges.

7. Subject to clause 5 (ii) above, the Service Provider shall at its sole cost and discretion employ such persons as the Service Provider deems fit to perform its contractual obligations under this Agreement.
- a. The Service Provider shall be responsible to prepare and manage the daily attendance of its employees at all the locations as specified in annexure A.B.C. & D. The Service provider shall sign the monthly attendance of its employees, which shall be verified by concerned reporting officer and HR unit of the corporation. Adequate & direct supervision will be exercised by the Service Provider over its employees/personnel. The Service Provider and its authorized representatives shall be present to exercise direct control over the Service Provider's personnel during the time; such personnel's are engaged in carrying out the Contractual Services / Obligations of the service provider under this agreement.
 - b. The Service Provider shall be solely liable for the maintenance of discipline, safety, welfare, housing, transportation and medical treatment of its employees/personnel and shall make adequate arrangement for the same in order to comply with the prevailing laws and rules in this regard. Transportation to Female Cabin Cleaners if required in Engineering Department shall be provided by service provider. Reimbursement of transportation charges shall be made upon submission of bills on rates duly approved by the Corporation.
 - c. The service provider shall ensure to pay wages not less than the minimum wages to its personnel as notified by the Provincial Governments from time to time. The Corporation shall reimburse the wages along with service charges to the service provider by 10th of succeeding month only subject to satisfaction of the Corporation that the service provider has paid the wages to its personnel. However, Mandatory Government levies such as E.O.B.I, Provincial ESSI, Group Insurance, Education Cess, Gratuity or any other as prescribed by federal, provincial, or local Government, or provided in the Labour Laws, shall be paid by service provider and will be reimbursed by the Corporation to service provider subject to production of original proof of payment in respect of each individual. The Service Provider shall be responsible to provide EOBI cards and Provincial ESSI Cards for all of its eligible employees.
 - d. The service provider shall ensure payment of wages including minimum wages and all other government taxes and levies to its employees as notified by the Provincial Governments from time to time without having first recourse to the Corporation.
 - e. The leave entitlement of any individual employed by the service provider for discharge of its obligations under this agreement shall be in accordance with Order VI of THE WEST PAKISTAN INDUSTRIAL AND COMMERCIAL EMPLOYMENT (STANDING ORDERS) ORDINANCE, 1968 (W.P. Ord. VI of 1968. Relevant clauses thereof are reproduced below:-
 - 6.1 Annual/earned leave of fourteen (14) days, after completion of one year continuous service.
 - 6.2 Sick leave of eight (8) days and Casual leaves of ten (10) days, in a calendar year
 - 6.3 The service provider will be required to furnish a written notice of ten (10) days to corporation prior to availing annual leave by any person under employment of service provider.Furthermore, maternity leave will be admissible according to THE WEST PAKISTAN MATERNITY BENEFIT ORDINANCE, 1958 (W.P. Ord. XXXII of 1958). However no service charges shall be claimed by service provider or paid by corporation in respect of salary paid during maternity leave.
 - f. Within 15 days of the employment of personnel, the service provider shall arrange and shall be solely responsible to obtain and renew entry passes as required by its personnel for entry into restricted/operational areas. The service provider shall bear any applicable fee, taxes and charges as may be imposed by any authority in this behalf. If the service provider fails to arrange entry passes for its personnel, corporation shall not pay salary and service charges to service provider in respect of such personnel whose entry passes have not been arranged by the service provider within the stipulated period. The corporation may pay salaries to such individuals on behalf of and on the risk of service provider from any amount of

service provider pending with Corporation. The Corporation shall provide reasonable assistance to service provider towards obtaining entry passes.

- g. Subject to provisions of Clause 7 “a” above, the service provider shall ensure submission of bills on the basis of Time Management System / Manual Attendance in respect of each person duly verified by concerned HR Unit to Finance Department well in time for its reimbursement. Furthermore service provider will strictly make sure that no duplicate bill is submitted in any department or section.
 - h. The service provider shall be responsible for managing and ensuring control over attendance of its employees with the coordination of concerned reporting Officers.
 - i. The service provider shall ensure that appointment and termination letters are issued accordingly without waiting for further subsequent reminders in this regard.
 - j. The service provider shall maintain at its own expense a comprehensive insurance in respect of each personnel covering full coverage in case of any accident resulting in death, injury and disability (full or partial of any personnel).
 - k. The service provider shall pay Overtime to its personnel only for operational areas, such as Engineering, Food Services, TGS, PHS etc. The overtime shall only be allowed after getting prior approval from concerned Director and will be reimbursed at actual without any service charges upon submission of bills in accordance with clause 7 “g” above.
 - l. Uniforms to be provided by service provider as per pattern, fabric & color duly approved by Corporation, reimbursement shall be made upon production of receipts on agreed rates as approved by Corporation. The service provider shall not be entitled for any service charges in this respect.
 - m. All Federal, Provincial and Local Taxes including Withholding tax from the monthly gross payments due to the service provider shall be deducted as per the prevailing rates in accordance with applicable law including the Income Tax Ordinance 2001 or any amendment thereof.
8. In order to provide healthy working environment, the Service Provider assures to take all necessary measures for providing adequate security and safety to the persons employed by it.

The Service Provider will also in order to implement the provisions of this agreement shall comply with CORPORATION'S safety requirements and all applicable legal requirements which may be in force from time to time.

It is agreed between the parties that the Service Provider will strictly comply with aforesaid provisions and failure to comply with the same, non-adherence to CORPORATION'S requirements or the provisions of this agreement, the CORPORATION will be entitled to suspend or discontinue the performance of the agreement until such failure is remedied by the Service Provider to the entire satisfaction of the CORPORATION.

The parties agree that suspension of the agreement under this clause will not entitle the Service provider against the Corporation to a compensation for delay or loss due to such suspension or discontinuance.

However, during the course of such suspension of the agreement the Service Provider will continue providing services in its normal course until the issue/cause of suspension is resolved between the parties.

- 9. The Service Provider shall be fully responsible/competent to take work, appoint, discharge, lay-off, retrench, take disciplinary action, etc. against its personnel employed by it on as and when required basis.
- 10. It is agreed between the parties that the Service Provider will on a continued basis furnish a complete and comprehensive list of the persons employed by him as and when required by the in-charge outsourcing unit.
- 11. The Service Provider shall at all material times during the pendency of this agreement, ensures to act either directly or through the persons employed by him, strictly in accordance with the provisions of this agreement including but not limited to:
 - a) Perform services to the highest standards, ethics & norms.
 - b) Perform in accordance with the standards of care and diligence enforced by the Corporation as good governance and in a transparent manner as laid down.

- c) Conduct business in an ethical and organized manner.
12. It will be the exclusive responsibility of the Service Provider to ensure that the activities/assignments given by the CORPORATION to the Service Provider under this agreement are performed by the Service Provider or the persons employed in such a manner whereby the interest of the corporation is fully protected, secured and CORPORATION'S image/goodwill is maintained.
 13. Subject to clause 7 "j" of this agreement the Service Provider shall be solely responsible for any death or injury sustained by it or any of the employees whether such death/injury is sustained while providing the services or otherwise, and the Service Provider shall be responsible for complying with all legal requirements in this regard.

The Service Provider shall also make all possible arrangements of Group Insurance of its employees and also arrange for third party insurance coverage with regard to its personnel wherever required or whenever it is identified by the CORPORATION. Group Insurance, or any other insurance prescribed by federal, provincial, or local government or in all the Labor Law as per prevailing rules) shall be paid by Service Provider.

Service Provider shall indemnify the Corporation against all losses and claims of any nature, if brought by any person in the Employment of Service Provider or any other party against the Corporation in respect of the services performed by the Service Provider under this agreement.

14. The Service Provider shall also be responsible for making good and shall make good at its own cost and expenses and to the entire satisfaction of the CORPORATION any loss and damage sustained by the Corporation and its employees within the time specified by the CORPORATION, which loss / damage may occur or resulting from any act, omission or default of the Service Provider or its personnel.
15. The Service Provider shall ensure that all employees and persons of the Service Provider abide by the rules and regulations including rules of conduct, safety, security, discipline, dress and cleanliness of the CORPORATION in force from time to time and communicated to the Service Provider.
16. Without prejudice to the generality of the foregoing, the Service Provider shall ensure that its employees performing the assignments at the CORPORATION's premises do not smoke, carry match boxes, mechanical igniters or any other means of illumination within the CORPORATION's premises.
17. The Service Provider shall not be deemed to be absolved nor will be treated to be relieved from any contractual obligation under this agreement, in case any approval, consent, instruction comment or advice is given by the CORPORATION to the Service Provider with regard to any issue related to any provision of this agreement.
18. The Service Provider shall exercise reasonable care and diligence to prevent any factions or conditions, which could result in a conflict with the CORPORATION's best interests or policy.

This obligation shall apply to the activities of the persons employed by the Service Provider in their relations with other employees, and their families, of the CORPORATION vendors, subcontractors and third parties. The Service Providers obligations shall include, but not be limited to establishing precautions to prevent its employees or agents from making receiving, providing or offering gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to action contrary to the CORPORATION's best interest or policy.

19. The Service Provider shall at all times be responsible for the conduct and behavior of all its employees and the persons assigned for the provision of service hereunder and shall at all times ensure that no such employee or person shall misconduct himself or be a nuisance or negligent in the provision of the Services or act or behave against the interests of or in a manner not beneficial for the CORPORATION. The Service Provider shall ensure that none of its employee or person assigned for the provision of Service hereunder have a police record for any criminal activities or have ever been convicted in any court of law for any criminal act committed by them. The Service Provider shall ensure and provide such adequate documentary evidence to the Corporation with regard to the Police clearance of its employees. Also the Service Provider shall manage & prepare ID Cards of its own employees in accordance with the format provided by the CORPORATION and security policy. It is clarified that such information will be required by the CORPORATION for security purpose only.
20. Both the parties agree and acknowledge that the confidentiality is the essence of this agreement and provisions of this agreement or any other information related to this agreement will be kept highly confidential and that the same will not be disclosed to any person/party and only the relevant part of this agreement or the information will be passed on to the employees, which are necessarily required to be intimated to him related to his services. The parties will also ensure that such person or persons will not further disclose/pass on such information to any third person/party.

21. a. Neither party to this agreement shall be liable for delay in the execution of the agreement, or any Failure to fulfill any term of the agreement if such delay or fulfillment has been caused by Force Majeure.
- b. Force Majeure for the purpose of the agreement shall mean an occurrence which is beyond the control of the party effected which could not have been overcome or prevented by the exercise of reasonable diligence.
- c. Among other events, an event shall be deemed to be within the control of Service Provider if:
- It is due to a fault or failure of Subcontractor, unless such fault or failure is due to an occurrence, which is beyond the control of the service provider.
- i. Force Majeure shall not include any event if it is due to compliance with any law in Pakistan at the date of agreement or if it arises as a result of weather or site conditions, which are not normal.
 - ii. On occurrence of any condition of Force Majeure the party so affected shall.
 - iii. Immediately give reasonable prior notice of such an event to the other party and promptly confirm that notice by letter or fax.
 - iv. Use reasonable endeavor to mitigate the effect upon fulfillment of its obligation under the contract and resume full performance of such obligations.
23. The service provider shall be bound for payment of Gratuity of its employees as per existing rules, the Gratuity is paid at the rate of One Month Gross Salary per completed year of service, subject to the condition that more than six months service shall be considered as one completed year of service. In case any worker is separated before completion of one year service i.e. any time after six months service and has become eligible for payment of Gratuity and Service Provider has paid him Gratuity equal to one month Gross Salary and upon submission of bill same shall be reimbursed by the CORPORATION. The service Provider shall from time to time provide to the CORPORATION such information and documents and certificates as the CORPORATION may require in respect of any or all of the Service Provider's employees and persons for the time being assigned for provision of the Service hereunder.
24. The CORPORATION is authorized to deduct from all sums which may from time to time be payable by the CORPORATION TO THE service Provider hereunder, the amount of any claims that the CORPORATION may have against the Service Provider or any other sums that may be owing from the Service Provider to the CORPORATION hereunder. Similarly, in case where the CORPORATION provides the facilities of meal & tea through its own cafeteria to the employees of the Service Provider it will at its own sole discretion deduct the amount from the monthly bills submitted by the service provider for the purpose of securing payment.
25. The Service Provider shall not assign the benefit or burden of this Agreement to any other person, firm, Company or Corporation and shall not sub-contract any of its duties, responsibilities or obligations hereunder.
26. In case of any violation of any term of this agreement, the CORPORATION can terminate the agreement forthwith without giving any notice.
27. The CORPORATION shall have the right at any time giving one (1) month's prior notice in writing to the Service Provider to terminate this Agreement.
- a. If the Service Provider deviates from the arrangements and procedure established by the CORPORATION from time to time or fails to provide the Service hereunder to the entire satisfaction of the Corporation, or.
 - b. If there is any change whatsoever in the constitution of the Service Provider or if the Service Provider is dissolved or if the Service Provider or any member of the firm becomes bankrupt or insolvent or enters into any agreement with its creditors or take or suffer any similar action in consequence of debt.
 - c. If the CORPORATION in its sole discretion decides that it is in the interest of the Corporation to terminate the agreement.
28. The Service Provider shall not be entitled to any compensation or any other sum whatsoever on account of expiry or termination of this agreement pursuant to clause 25, 26 of this Agreement or for any other reason whatsoever.
29. Upon the termination of this Agreement for what so ever cause, the Service Provider and his employees and personnel hereunder shall leave the premises and remove all or any material, equipment, articles, and things etc. where such Services are being provided and shall deliver to the CORPORATION or any person designated by the CORPORATION all materials, machinery, equipment articles and things provided by the Corporation in connection with and for the purpose of the provision of the Services.
30. The Service Provider shall be responsible for any and all claims of its employees and personnel. The Service Provider shall

indemnify and hold the CORPORATION its directors, employees, servant; agents and invitees safe and harmless against any injury, loss, costs, charges and expenses sustained, suffered or incurred by the Service Provider or any employee of the Service Provider or for the payment under any law or contract of any sum or sums in connection with the employment of such employees and personnel.

31. The Service Provider shall indemnify and hold the CORPORATION its directors, officers and employees safe and harmless from and against any loss or damage to property or financial loss or other loss or bodily injury sustained by it or them by reason of any willful, careless, or negligent act on the part of the Service Provider or any of its employee or personnel of the Service Provider including any loss sustained by Corporation on account of dishonest acts of the Service Provider or any of its employee or persons.
32. Nothing in this Agreement shall constitute or be deemed to constitute to Service Provider or its employees or personnel as the employee of the CORPORATION or constitute or be deemed to constitute the Service Provider as agent of the CORPORATION for any purpose whatsoever and the Service Provider shall have no authority or power to bind the CORPORATION or to contract in the name of or to create liability against the CORPORATION in any way or for any purpose whatsoever. The Service Provider shall not incur any liability on behalf of the CORPORATION or make any contract binding upon the CORPORATION or give or make or purport to give or make any statement, commitment, warranty or representation on behalf of the CORPORATION. The Service Provider is and shall always be deemed to be an independent Service Provider in respect of all services rendered hereunder.
33. **DISPUTE RESOLUTION AND GOVERNING LAW**

This agreement shall be governed, construed and enforced in accordance with the laws of Pakistan, and the courts at Karachi shall have exclusive jurisdiction to adjudicate any dispute related to this Agreement.

Any dispute between the parties relating to this Agreement (the "Dispute") shall be resolved through mutual negotiations in good faith within fifteen (15) days of its so arising. Where the Parties remain unable to resolve the Dispute within said timeline, the same shall be referred to "Chief Executive Officer / COO PIACL" or his assigned nominee, as Sole Arbitrator. The Sole Arbitrator will resolve the dispute or any matter arising out of this agreement. The decision of the Sole Arbitrator shall be final and binding on each Party and such proceedings will be governed in accordance with the provisions of Arbitration Act, 1940. The Arbitration proceedings will be held at Karachi. The parties shall submit to exclusive jurisdiction of the courts at Karachi. The language for arbitration proceedings shall be English.

34. **DISCLOSURE – CLAUSE**

**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.

35. This Agreement embodies the entire understanding of the parties and there are no promises, terms, conditions or obligations oral written other than those contained in this Agreement

36. Within ___ days of award of agreement the service provider shall furnish Security deposit of the amount equivalent to 5% of total contract value inform of bank draft which shall be retained by the Corporation throughout the validity of this agreement including 03 months period after the expiry of this agreement.

IN WITNESS WHEREOF the parties hereto have executed their present on the day, the month and the year mentioned above.

For and on behalf of

For and on behalf of the

Pakistan International Airlines Corporation Limited M/s.-----

The Corporation

“The Service Provider”

WITNESS-1

WITNESS-1

WITNESS-2

WITNESS-2

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager (Procurement)
Supply Chain Management Department
Pakistan International 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.

Bidder's Signature _____

Name in Full _____

Designation _____

Cell No: _____

Email: _____

Address: _____

Phone No _____

Fax No _____

N.I.C. # _____

Seal _____

Dated _____