

REF: GM(P)/CAC/Cont/Manpower/20

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub: Manpower Provisioning Through Services Provider on Domestic Network.**

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 Supply Chain Management Building JIAP Karachi latest by **30-11-2020 by 10:30Hrs**. 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 & time shall not be considered. The PIACL 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 only)**

**B) EARNEST MONEY (Local bidders only)**

The Tender should be accompanied by 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 only)**

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 10% 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 PIACL 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.
- PIACL 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.

PIACL’s requirements with Technical Specifications are given.

Bidders **MUST**:

- Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate).
- Quote Rates, GST and other taxes separately.
- Bid on Prescribed Proforma issued by PIACL.
- 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.(Local Bidders Only)

- d) The outer cover should bear address of the General Manager Procurement, PIACL 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.** The term of the Agreement/contract is extendable for another two terms subject to PIACL requirement and satisfactory performance of the Service Provider by mutual consent on same terms and conditions.

**Muhammad Usman Akhtar**  
**General Manager Procurement**  
**Supply Chain Management**  
**PIA Head Office, Karachi.**  
**Ph: 021 9904 3081, 9904 4423**  
**Email: [khijzpk@piac.aero](mailto:khijzpk@piac.aero), [contract.administration@piac.aero](mailto:contract.administration@piac.aero)**

**DRAFT AGREEMENT**

THIS AGREEMENT is made at Karachi on \_\_\_ day of \_\_\_\_\_ month, 2020, Between PAKISTAN

INTERNATIONAL AIRLINES CORPORATION LIMITED (PIACL), a public limited company incorporated and governed by and under the laws of Pakistan having its registered Office at Jinnah International Airport Karachi (hereinafter referred to as "PIACL" 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 SECP's, under the laws of Pakistan being represented through \_\_\_\_\_ and having its registered office 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**.

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

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

Whereas the Service Provider warrants and assures that it possesses, acquires and shall provide the required Manpower services to the satisfaction of the PIACL for the purpose of execution of the Agreement.

**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 \_\_\_\_\_. The term of the Agreement is extendable for another two terms subject to PIACL requirement and satisfactory performance of the Service Provider by mutual consent on same terms and conditions.

2. Notwithstanding any other agreement with any other party, the Service Provider shall provide the Manpower services at Karachi and such other locations as mentioned in Annexure "A" along-with required Categories, hereto subject however that the PIACL may from time to time by notice in writing through Manager HR Outsourcing or any other official designated in this behalf, 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 PIACL 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 PIACL in accordance with the Annexure "A", or otherwise as advised by the PIACL from time to time as the case may be.
- 3.
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 experienced persons who are competent to carry out and discharge the Service Provider's obligations, duties and responsibilities under this agreement.
  - b. The PIACL shall have the absolute authority to determine the suitability and quality of services provided by the Service Provider including the suitability of the manpower provided by 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 PIACL 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, the consideration payable hereunder shall not be paid and/or stand reduced accordingly for each day or part hereof the services are not provided. For avoidance of doubt, payment shall only be made on actual services provided.

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

7. Subject to clause 5 (b) above, the Service Provider shall at its sole cost and discretion employ such persons as the Service Provider deems fit in accordance with the requirement of PIACL to perform its contractual obligations under this Agreement.
  - a. The Service Provider shall be responsible to provide TMS Machines separately from its own cost to prepare and manage the TMS / Daily

Attendance of its employees at all the locations as specified in annexure "A" or even otherwise. The Service provider shall sign the monthly attendance of its employees, which shall be verified by concerned reporting officer and HR unit of the PIACL. Adequate & direct supervision will be exercised by the Service Provider over its employees. 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 PIACL.
- c. The Service Provider shall ensure payment of wages not less than the minimum wages to its employees/personnel as notified by the Federal/Provincial Governments from time to time. The PIACL shall reimburse the wages along with service charges to the Service Provider by 10th of succeeding month only subject to satisfaction of the PIACL that the Service Provider has paid the wages to its personnel. However, Government levies such as EOBI, Provincial ESSI, Group Insurance, Education Cess, Gratuity or any other levies, duties and charges etc. as prescribed by federal, provincial, an/or local Government, as per applicable Laws, shall be paid by Service Provider and will be reimbursed by the PIACL 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 employees.
- d. The Service Provider shall ensure payment of wages and all other government taxes and levies to its employees as notified by the Federal/Provincial and/or Local Governments from time to time without having first recourse to the PIACL.
- 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 applicable laws inter alia Order VI of THE WEST PAKISTAN INDUSTRIAL AND COMMERCIAL EMPLOYMENT (STANDING ORDERS) ORDINANCE, 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 prior to availing annual leave by any person under employment of Service Provider.*

Furthermore, maternity leave will be admissible according to applicable laws and whenever required through 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 PIACL in respect of salary 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 required by its personnel for entry into PIA/duty premises/Apron areas, restricted and/or operational areas. The Service Provider shall bear all the 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, PIACL shall not pay any amount 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 PIACL shall provide reasonable assistance as may be practically possible 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 ("TMS")/ Manual Attendance (if TMS is not operative due to pandemics or any other reason) 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. Any duplication or erroneous billing may lead to termination of Agreement and confiscation of Security Deposit in addition to invoking legal recourse by PIACL.
- 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 at the first written communication of PIACL with

Service Provider 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 its total employment and of its each staff/personnel covering full coverage in case of any accident resulting in death, injury and disability (full or partial).
  - k. The Service Provider shall pay Overtime to its personnel only for operational areas. The overtime shall only be allowed subject to prior written approval from Departmental Chiefs and the Service Provider will be informed to this effect 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 PIACL, reimbursement shall be made upon production of receipts on agreed rates as approved by PIACL. The Service Provider shall not be entitled for any service charges in this respect.
  - m. All Federal, Provincial and Local Taxes including but not limited to 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 safe and 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 PIACL safety requirements and all applicable legal requirements which may be enforced 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 PIACL requirements or the provisions of this agreement, the PIACL will be entitled to suspend or discontinue the part/full performance of the agreement until such failure is remedied by the Service Provider to the entire satisfaction of the PIACL. Consequent to this suspension and discontinuation of the service under the agreement for the reasons mentioned hereinabove, may invoke payment of damages by Service Provider to PIACL

The parties agree that suspension of the agreement under this clause will not entitle the Service provider against the PIACL 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 Manager HR outsourcing or any other official designated in this behalf.
11. The Service Provider shall at all material times during the operation 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 PIACL 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 PIACL 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 PIACL is fully protected, secured and PIACL 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 its 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 arrangements of Insurance of its total employees and also arrange for third party insurance coverage with regard to its personnel wherever required or whenever it is identified by the PIACL or otherwise. Group Insurance or any other insurance prescribed by federal, provincial, or local government or in all the Labor and applicable Law as per prevailing rules) shall be paid by Service Provider.

Service Provider shall indemnify the PIACL 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 PIACL 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 PIACL any loss and damage sustained by the PIACL and its employees and/or property within the time specified by the PIACL, which loss / damage may occur or resulting from any act, omission or default of the Service Provider or its personnel. The Service Provider is responsible inter alia for any shortcoming, loss, theft, damage, or any incident with regards to any or all the movable and immovable properties including without limitation, goods, envelopes or any precious items or article which are carried by outsourced workers all over Pakistan. The Service Provider shall ensure due care and diligence by its personnel towards discharge of obligations by performing duties with PIACL.
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 PIACL in force from time to time.
16. Without prejudice to the generality of the foregoing, the Service Provider shall ensure that its employees performing the assignments at the PIACL premises do not smoke, carry match boxes, mechanical igniters or any other means of illumination within the PIACL 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 PIACL 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 PIACL best interests or policy.

This obligation shall apply to the activities of the persons employed by the Service Provider in their relations which shall not be limited to other employees and their families of the PIACL 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 PIACL 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 Manpower services

hereunder and shall at all times ensure that no such Outsourced Manpower or person shall commit any 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 PIACL. 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 PIACL 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 PIACL and security policy. It is clarified that such information will be required by the PIACL 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. Force Majeure**

- 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 efforts and 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 immediately give reasonable prior notice of such an event to the other party and promptly confirm that notice by letter ,fax and e.mail.
  - iii. Use reasonable endeavor to mitigate the effect upon fulfillment of its obligation under the contract and resume full performance of such obligations.
22. 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 Outsourced 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 PIACL. The service Provider shall from time to time provide to the PIACL such information and documents and certificates as the PIACL 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.

23. The PIACL is authorized to deduct from all sums which may from time to time be payable by the PIACL to the service Provider hereunder, the amount of any claims that the PIACL may have against the Service Provider or any other sums that may be owing from the Service Provider to the PIACL hereunder. Similarly, in case where the PIACL 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.

#### **24. ASSIGNMENT**

1. The Service Provider shall not assign or sub-contract its obligations under this agreement, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Service Provider including without limitation lawyers fee without any change in the terms of this agreement, unless consented by the PIACL.
2. The Service Provider shall guarantee that any and all assignees / subcontractors of the Service Provider shall, for performance of any part / whole of the services under this agreement, comply fully with the terms and conditions of the agreement applicable to such part / whole of the services under this agreement.

If the Service Provider assigns this Agreement to any other party in contravention of this Article, PIACL in its discretion may terminate this agreement and / or black list and debar the Service

Provider for future to execute any contract with PIACL with confiscation of Security Deposit and/or claim damages through legal recourse.

25. In case of any violation of any term of this Agreement, the PIACL can terminate the Agreement forthwith without giving any notice.

26. The PIACL shall have the right at any time by 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 PIACL from time to time or fails to provide the Service hereunder to the entire satisfaction of the PIACL, the agreement stand terminated without any advance notice.

b. If there is any change whatsoever in the constitution of the Service Provider or if the Service

Provider is dissolved/winding up, 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, the agreement stand terminated without any advance notice.

c. If the PIACL in its sole discretion decides that it is in the interest of the PIACL to terminate the agreement.

27. 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.

28. Upon the termination of this Agreement for whatsoever cause, the Service Provider and his employees and personnel hereunder shall leave the premises after handing over all materials, machinery, equipment, articles and things provided by the PIACL in connection with and for the purpose of the provision of the Manpower Services Agreement to the person designated by the PIACL.

29. The Service Provider shall be responsible for any and all claims of its employees and personnel. The Service Provider shall indemnify and hold the PIACL its Chief/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 or Agreement of any sum or sums in connection with the employment of such Outsourced employees and personnel.

30. The Service Provider shall indemnify and hold the PIACL its Management, 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 PIACL on account of dishonest acts of the Service Provider or any of its employee or persons.

31. Nothing in this Agreement shall constitute or be deemed to constitute Service Provider or its employees or personnel as the employee of the PIACL or constitute or be deemed to constitute the Service Provider as agent of the PIACL for any purpose whatsoever and the Service Provider shall have no authority or power to bind the PIACL or to contract/agreement in the name of or to create liability against the PIACL in any way or for any purpose whatsoever. The Service Provider shall not incur any liability on behalf of the PIACL or make any contract binding upon the PIACL or give or make or purport to give or make any statement, commitment, warranty or representation on behalf of the PIACL. The Service Provider is and shall always be deemed to be an independent Service Provider in respect of all Manpower services rendered hereunder.

### **32. 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 PIACL" or his designated 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.

### **33. 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 / Service Provider 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 / Service Provider 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 / Service Provider 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 / Service Provider 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.

34. 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

35. Prior to signing of the agreement the Service Provider shall furnish a performance guarantee in shape of interest free Security deposit of the amount equivalent to 10% of total contract value in form and substance of bank draft which shall be retained by the PIACL throughout the validity of this agreement and after 03 months period after the expiry of this agreement or early termination whatever the case may be.

### **36. Liquidated Damages / Penalties**

1. If the Service Provider fails / delays in performance of any of the obligations, under the Agreement / violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price/Security Deposit/invoices, as liquidated damages, a sum of money @-----% 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 PIACL , and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @-----% of the Contract value.

### **37. Blacklisting**

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

### **38. Forfeiture of Interest Free Performance Security**

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
  - a. If the Service Provider commits a default under the Agreement;
  - b. If the Service Provider fails to fulfill any of the obligations under the Agreement;
  - c. If the Service Provider violates any of the terms and conditions of the Agreement.
2. The Service Provider shall cause the validity period of the performance security to be extended for such period(s) as the Agreement performance may be extended. In case the Service Provider fails to submit Security Deposit with extended validity period for such

period(s) as the Agreement performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the Agreement.

3. If the Service Provider fails / poor/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement/ commits breach of any of the terms and conditions of the Agreement the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Service Provider.
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.

### **39: WAIVER**

The failure of either party 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 hereof the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

### **40: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT**

Person signing this Agreement or any other document forming part of this Agreement on behalf of the Service Provider/Supplier shall be deemed to warrant that he has the authority to do so from the Service Provider/Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so PIACL without prejudice to other legal rights / remedies cancel the Agreement without notice and hold the signatory liable for all costs and damages.

### **41: MISCELLANEOUS**

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) This 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 this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -15 hereof.

**42: NOTICE**

All notices, requests and demand given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile/e.mail at the addresses set forth below.

**MANAGER HR OUTSOURCING**

Address  
PIACLBlue Area  
Islamabad  
E.mail :HR.Outsourcing/KHI/Pakistan/PIACOR

**AND**

**Service Provider**

Name:  
Designation:  
Address:  
Phone Fax Numbers  
Email

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**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Terms of Reference

1. PIACL requires manpower services at the location provide at annexure "A" and bids of only those bidders will be considered who provide manpower at all the stations / locations mentioned in TOR's.
2. Agreement shall be valid for a period of ONE (01) year, with effect from \_\_\_\_\_ to \_\_\_\_\_. The term of the Agreement is extendable for another two terms subject to PIACL requirement and satisfactory performance of the Service Provider by mutual consent on same **rates**, terms and conditions.
3. 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" along-with required Manpower Services, hereto subject however that the PIACL may from time to time by notice in writing through Manager HR Outsourcing or any other official designated in this behalf, 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 PIACL 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 PIACL in accordance with the Annexure "A", or otherwise as advised by the PIACL from time to time as the case may be.
  - a. Leave entitlement of the Outsourced Manpower, employed by service provider will be as per Order VI of THE WEST PAKISTAN INDUSTRIAL AND COMMERCIAL EMPLOYMENT (STANDING ORDERS) ORDINANCE, 1968 (W.P.Ord. VI of 1968).
  - b. Responsibility of issuance of Entry Passes (PIA/ duty premises, restricted and/or operational areas including Apron Areas) shall rest with the Service Provider.
  - c. Subject to provisions of Clause 7 "a" of agreement, the service provider shall ensure submission of bills on the basis of Time Management System (TMS)/ Manual Attendance(if TMS is not operative due to pandemics or any other reason) 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. Any duplication or erroneous billing may lead to termination of Agreement and confiscation of Security Deposit in addition to invoking legal recourse by PIACL.
  - d. 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.
  - e. The Service Provider shall ensure that appointment and termination letters are issued accordingly at the first written communication of PIACL with Service Provider without waiting for further subsequent reminders in this regard.
  - f. Accidental and death insurance coverage shall be provided by the service provider as provided in the draft agreement.
  - g. 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 PIACL.

- h. 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 subject to prior written approval from Departmental Chiefs.
- i. Government levies such as EOBI, Provincial ESSI, Group Insurance, Education Cess, Gratuity or any other levies, duties and charges etc. as prescribed by federal, provincial, an/or local Government, as per applicable Laws, shall be paid by Service Provider and will be reimbursed by the PIACL 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 employees.
- j. 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 Federal/Provincial governments from time to time.
- k. Uniforms 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 PIACL, reimbursement shall be made upon production of receipts and rates as approved by Corporation.
- l. Safety Equipment wherever required, shall be provided by the service provider upon prior approval of rates and design / pattern by PIACL, and the reimbursement will be made accordingly. (For Specified Service Only).
- m. All Federal, Provincial and Local Taxes including but **not** limited to 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.
- n. Service provider needs to provide proof of registration as manpower service provider with FBR and all provincial sales tax authorities and is liable to provide evidence of sales tax return filing as and when required.
- p. Service Charges at agreed rates.

<b>Annexure 'A'</b> <b>(Location-wise Manpower requirement may varies as per work-load/operational requirement)</b>				
LOCATION	CATEGORIES	Head Count	Wages per person per month	Service Charges %
<b>ABBOTTABAD</b>	Security Supervisor	1		
<b>BAHAWALPUR</b>	Chowkidar	1		
	Data Entry Operator	1		
	Security Guard	1		
	TGS Operator	5		
	Watch Man	1		
<b>BANNU</b>	Watch Man	1		
<b>CHITRAL</b>	Cleaner	1		

	Gardner	1		
	Chowkidar	1		
<b>DALBANDIN</b>	Baggage Attendant	4		
	Security Guard	1		
	Chowkidar	2		
	Passenger Services Assistant	1		
<b>DERA GHAZI KHAN</b>	Cleaner	2		
<b>DERA ISMAIL KHAN</b>	Cleaner	1		
	Mali	1		
<b>GILGIT</b>	Cleaner	2		
	Engineering Helper	1		
<b>GWADAR</b>	Chowkidar	3		
	Cleaner	1		
	Night Guard	2		
	Office Attendant	1		
<b>HYDERABAD</b>	Security Assistant	1		
<b>ISLAMABAD</b>	Accounts Assistant	5		
	Accounts Officer	3		
	Advertising Officer	1		
	Agro Labour	6		
	Air Conditioned Mechanic	1		
	Aircraft Attendant	3		
	Assistant Female Nurse	1		
	Assistant Male Nurse	3		
	Assistant Pharmacist	4		
	Assistant Typist	1		
	Auto Elect MT	1		
	Aya	3		
	Baggage Attendant	100		
	Baker	3		
	Battery Man	1		
	Butcher	1		
	Cabin Cleaner	40		
	Cargo Assistant	17		
	Cargo Attendant	20		
	Cargo Operator	2		
	Carpenter	2		
	Catering Operator	17		
	Chowkidar	1		
	Cleaner	1		
	Communication Assistant	5		
	Computer Operations Officer	3		

**ISLAMABAD**

Computer Operator	1		
Cook	7		
Data Entry Operator	4		
Dental Assistant	1		
Dental Surgeon	1		
Dishwasher	2		
Dispatch Rider	1		
Driver	13		
Electrician	2		
Engineering Helper	11		
Field Service Attendant	2		
Field Services Supervisor	1		
Flight Operation Officer	1		
Food Service Attendant	2		
Fuel Assistant	1		
Fumigator	1		
H.R Assistant	2		
H.R Officer	1		
Helper	17		
IT Technician	1		
Junior Baker	7		
Kitchen Mate	6		
Lady Medical Officer	2		
Machine Operator	1		
Medical Attendant	1		
Medical Receptionist	4		
Moazzin	1		
MT Helper	1		
Nursing Assistant	1		
Office Assistant	2		
Office Attendant	12		
TGS Operator	20		
Operator/Driver Food Services	04		
Painter	2		
Pantry man	31		
Passenger Services Assistant	33		
Pesh Imam	1		
Reservation & Ticketing Assistant	18		
Reservation & Ticketing Officer	1		
Sanitation Worker	22		
Scheduling Supervisor	1		
Security Guard	20		

	Senior Technician	3		
	Store Assistant	3		
	Store Attendant	2		
	Store Supervisor	1		
	Technical Cleaner	1		
	Technician	11		
	TGS Helper	1		
	Time Keeper	1		
	Time Office Officer	1		
	Tow man	1		
	ULD Tech	1		
<b>KARACHI</b>	Accounts Assistant	15		
	Accounts Officer	11		
	Accounts Supervisor	5		
	Agro Labour	12		
	Air Conditioned Mechanic	3		
	Air Conditioned Operator	8		
	Air Conditioned Supervisor	2		
	Aircraft Attendant	16		
	Aircraft Cleaner	4		
	Assistant	7		
	Assistant Manager Finance	1		
	Assistant Office Services	5		
	Assistant Pharmacist	10		
	Assistant Time Keeper	2		
	Assistant Typist	7		
	Audit Officer	1		
	Aya	4		
	Baggage Attendant	160		
	Bakery Mate	2		
	Battery Man	3		
	Billing Assistant	2		
	Binder Operator	2		
	Bouzer	1		
Bouzer Helper	1			
<b>KARACHI</b>	Brand Officer	2		
	Building Painter	2		
	Butcher	5		
	Cabin Cleaner	33		
	Care Taker	2		
	Cargo Assistant	5		
	Cargo Attendant	66		
	Cargo Operator	6		



Carpenter	3		
CARRY FORWARD AGENT	3		
Catering Assistant	1		
Catering Operator	27		
Cleaner	9		
Cleaning Supervisor	1		
Communication Assistant	7		
Compositor	1		
Compressor Operator	4		
Computer Assistant	2		
Computer Operator	10		
Computer Technician	6		
Cook	1		
Cricket Coach	1		
Cricket Player	4		
Customer Relations Officer	9		
Data Entry Operator	68		
Data Fuel Supervisor	1		
Dental Assistant	4		
Dental Surgeon	2		
Dishwasher	24		
Dispatch Rider	3		
Dispatch Supervisor	2		
Driver	22		
Electrical Helper	4		
Electrical Supervisor	3		
Electrician	12		
Engineering Helper	139		
ERP Officer	24		
Estate Officer	1		
Field Services Assistant	7		
Field Services Officer	3		
Finance Officer	1		
Fireman	1		
Flight manual Officer	1		
Flight Operation Officer	6		
Free Pak Officer	1		
Free Pak Supervisor	1		
Furniture Officer	2		
Gas Officer	1		
Glazier Supervisor	1		
Ground Man	2		
H.R Assistant	16		

	H.R Officer	5		
	H.R Supervisor	9		
	Hardware Technician	1		
	Helper	28		
	Horticulture Supervisor	2		
	I.T Helper	3		
	I.T Officer	3		
	Information Resource Officer	1		
	Information Resource Supervisor	1		
	Inspection Supervisor	1		
	Instructor	1		
<b>KARACHI</b>	IT Technician	4		
	Janitorial Supervisor	2		
	Kitchen Mate	4		
	Lab Assistant	2		
	Lab Technologist	1		
	Lady Maid	1		
	Lady Medical Officer	2		
	Loader	8		
	M.T Cleaner	2		
	Machine Operator	8		
	Maintenance Assistant	3		
	Manager ERP	1		
	Manual Assistant	4		
	Manual Officer	1		
	Manual Supervisor	2		
	Masson	2		
	Material Controller	1		
	Mechanic	1		
	Medical Attendant	3		
	Medical Officer	8		
	Medical Receptionist	8		
	Moazzin	1		
	Mock Up Attendant	1		
	Monitoring & Standard Officer	1		
	Mualima	2		
	Mudarris	1		
	Naib Imam	3		
	Navigation Officer	2		
	Nurse	1		
	Office Assistant	4		
	Office Attendant	88		
Officer (HVAC&R)	1			

	Officer Monitoring And Standard	1		
	Operation Assistant	1		
	Operation Officer	1		
	Operator/Driver Food Services	02		
	Painter	11		
	Pantry man	24		
	Passenger service officer	1		
	Passenger Services Assistant	6		
	PC Operator	8		
	PC Supervisor	4		
	Pesh Imam	10		
	Pharmacist	1		
	Planning Officer	1		
	Pot Washer	8		
	Printing Machine Operator	2		
	Programing Officer	1		
	Project Officer	1		
	Proof Reader	1		
	Pump Operator	8		
	QC & Hygiene Supervisor	1		
	Quality Assistant	1		
	Radiographer	3		
	Receptionist	2		
	Record Assistant	4		
	Reservation & Ticketing Supervisor	1		
	Safety Officer	1		
	Sanitation Worker	11		
	Scheduling Assistant	4		
	Scheduling Officer	7		
	Scheduling Supervisor	6		
	Secretary	1		
	Security Assistant	1		
	Security Guard	71		
<b>KARACHI</b>	Security Supervisor	2		
	Senior Officer ERP	6		
	Senior Technician	83		
	Sheet Metal Technician	5		
	Sr. Fireman	3		
	Sr. IT Officer	1		
	Sr. Officer	1		
	Staff Nurse	5		
	Staff Officer	16		

	Statistical Supervisor	1		
	Stenographer	2		
	Stock Assistant	3		
	Stock Verifier	6		
	Store Assistant	16		
	Store Attendant	63		
	Store Helper	1		
	Store Keeper	1		
	Store Officer	2		
	Store Purchase Officer	4		
	Store Supervisor	5		
	Supervisor	2		
	Supervisor Monitoring and Standard	1		
	Supervisor Office Services	5		
	Support Training Officer	1		
	Technical Cleaner	67		
	Technical Training Specialist	1		
	Technician	37		
	Technician (Taylor)	21		
	Technician Workshop	2		
	TGS Operator	53		
	Training Officer	1		
	Training Support Assistant	3		
	Training Support Officer	6		
	Trolley Technician	1		
	Water Pump Mechanic	1		
	Welfare Officer	1		
	Wire Man	2		
	Works Assistant	1		
	Works Officer	2		
	Works Officer (Civil)	1		
	Works Officer (Electrical)	2		
	Works Officer (Furniture)	1		
	Works Officer (HVAC)	1		
	Works Officer Civil	1		
	Works Supervisor	2		
<b>SKARDU</b>	Baggage Attendant	7		
	Engineering Helper	1		
	Sanitation Worker	3		
	TGS Operator	2		
<b>LAHORE</b>	Accounts Assistant	1		
	Agro Labour	5		

<b>LAHORE</b>	Air Craft Helper	1		
	Assistant Pharmacist	1		
	Assistant Typist	1		
	Baggage Attendant	161		
	Cabin Cleaner	42		
	Cargo Assistant	7		
	Cargo Attendant	20		
	Cargo Operator	3		
	Catering Operator	4		
	Catering Supervisor	2		
	Communication Assistant	4		
	Computer Operator	1		
	Dispatch Rider	2		
	Dispenser Helper	1		
	Electrician	2		
	Engineering Helper	2		
	Field Services Supervisor	2		
	Fire Fighter	8		
	Flight Operation Officer	1		
	Helper	8		
	Horticulture Supervisor	1		
	Medical Officer	1		
	Office Attendant	2		
	Passenger Services Assistant	38		
	Ramp Operator	1		
	Sanitation Worker	28		
	Scheduling Officer	1		
	Security Guard	19		
	Senior Technician	1		
	Store Assistant	1		
	Store Helper	1		
	Technician	1		
	Technician (Taylor)	1		
TGS Helper	2			
TGS Operator	21			
Trolley Technician	2			
Upholster	1			
Vulcanizer	1			
<b>FAISALABAD</b>	Agro Labour	1		
	Baggage Attendant	6		
	Cargo Attendant	2		
	Communication Assistant	1		
	Engineering Helper	1		

	Helper	2		
	Loader	3		
	Office Attendant	3		
	Pantry man	6		
	Security Guard	4		
	Supervisor	1		
	Technician	1		
	TGS Operator	2		
<b>MUZAFFARABAD</b>	Cleaner	1		
<b>MULTAN</b>	Agro Labour	1		
	Baggage Attendant	14		
	Cargo Assistant	1		
	Cargo Attendant	2		
	Cargo Operator	1		
	Communication Assistant	1		
	Communication Officer (Billing)	1		
	Electrician	1		
	Helper	1		
	Medical Officer	1		
	Medical Receptionist	1		
	Office Attendant	1		
	TGS Operator	7		
	Pesh Imam	1		
	Scheduling Officer	1		
	Security Guard	2		
	Senior Technician	1		
	Sheet Metal Technician	1		
<b>PESHAWAR</b>	Baggage Attendant	64		
	Cargo Attendant	6		
	Catering Operator	5		
	Catering Supervisor	1		
	Gas Operator	1		
	GSE Operator	1		
	Helper	1		
	Khadim	1		
	Machine Operator	1		
	Male Nurse	1		
<b>PESHAWAR</b>	Medical Receptionist	1		
	Nursing Assistant	1		
	Office Attendant	5		
	TGS Operator	18		
	Passenger Services Assistant	10		
	Pesh Imam	1		



	Pump Operator	1		
	Safety Officer	1		
	Security Guard	2		
	Store Assistant	1		
	Store Attendant	3		
	Technician	1		
	TGS Helper	2		
<b>PANJGUR</b>	Baggage Attendant	3		
	Chowkidar	1		
	Cleaner	2		
<b>ZHOB</b>	Baggage Attendant	2		
	Chowkidar	1		
	Cleaner	2		
	Passenger Services Assistant	1		
<b>MIRPUR</b>	Sanitation Worker	1		
<b>RAHIM YAR KHAN</b>	Accounts Assistant	1		
	Driver	2		
	Security Guard	1		
	TGS Operator	1		
<b>SAIDU SHARIF</b>	Chowkidar	4		
	Cleaner	1		
	Sanitation Worker	1		
<b>SIALKOT</b>	Baggage Attendant	2		
	Cabin Cleaner	1		
	Cargo Assistant	1		
	Mechanic	1		
	Office Attendant	1		
	Pantry man	3		
	Passenger Services Assistant	1		
	Security Guard	2		
	Security Supervisor	1		
	Senior Technician	1		
Technical Cleaner	1			
<b>SUKKUR</b>	Baggage Attendant	5		
	Cargo Attendant	2		
	Data Entry Operator	1		
	Engineering Helper	1		
	Mechanic	1		
	Office Attendant	1		
	Security Guard	1		
	Senior Technician	1		
	Store Attendant	1		
Technical Cleaner	1			

	TGS Operator	1		
<b>TURBAT</b>	Agro Labour	2		
	Chowkidar	3		
	Cleaner	3		
	Night Guard	1		
<b>QUETTA</b>	Accounts Assistant	1		
	Aircraft Cleaner	1		
	Baggage Attendant	14		
	Communication Assistant	1		
	Engineering Helper	1		
	Gardner	1		
	Helper	1		
	TGS Operator	1		
	Pantry man	1		
	Passenger Services Supervisor	1		
	Security Guard	3		
	TGS Technician	1		
<b>Grand Total</b>		<b>3000</b>		

**Requirements for Technical Evaluation**

- Company must be registered under Companies Act 2017.
  - a) Registrar of Companies / SECP
  - b) Income Tax (range for income tax paid in Last 5 Years with IT registration certificate)
  - c) Sales Tax (range for sales tax paid in last 5 years with ST registration certificate)
  - d) Range for minimum floating balance in last 2 years as per bank statement
- Company should have adequately professional qualified officials.
- Company had not been in litigation with in last 5 years with PIACL.

**TECHNICAL EVALUATION FORM**

Total Marks	100
Minimum Required Marks	75
Total Marks Obtained	
Company Name:	

**A. GENERAL EXPERIENCE OF COMPANY:**

10Mar  
ks

General Experience related to provisioning of Manpower Services at multiple locations during last Five years.

Company	Marks	Marks obtained
100 to 200 Employees	03	
200 to 300 Employees	05	
300 to 400 Employees	07	
More than 400 Employees	10	

**B. PERSONNEL CAPABILITIES**

10Mar  
ks

- i) Qualified Officials (Managerial level should have a minimum qualification of graduation) are to be in the Company to manage operations.

Company	Marks	Marks obtained
1 to 5 personnel	02	
6 to 10 personnel	06	
More than 10 personnel	10	

- ii. Age of Company (Year of establishment of Company)

10Mar  
ks

Company	Marks	Marks obtained
1 to 5 years	05	
6 to 10 years	07	
More than 10 years	10	

Please attach a copy of Certificate of Incorporation

**C. EQUIPMENT /INFRASTRUCTURE/ OFFICE CAPABILITIES (COMPUTER/ PRINTER FAXMACHINE WORKSHOP)**

20Mar  
ks

Latest equipment available (for example Core I3 or above).

Duration	Marks	Marks obtained
10 sets (Computer with Printer) & adequate Office Space.	10	
15 & above sets (Computer with printer & LAN environment) & adequate office space.	20	

Certificate to be provided.

**D. Financial Status**

Average Annual Turn Over.

50Mar  
ks

Million	Marks	Marks obtained
Category A 250 Million & above	50	
Category B 150-250 Million	30	

Category C 100-150 Million	20
Note: Available turnover (Sale/ Revenue) should be observed from Annual Accounts. Certified Financial Statements for the last 03 years of the company are required.	

**Evaluated by Technical Evaluation Committee on \_\_\_\_\_**

Chief HR Officer President	GM OD Member	GM Procurement Member	DGM P&P Member	DGM Head Office Payment Member	Manager HR Outsourcing Secretary
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Ref: Para 1-b of Circular No. 21/2018 dated 30.03.2018

(To be submitted on Rs. 100 Stamp Paper)

General Manager Procurement  
Supply Chain Management Department  
PIACL Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our/my tender for supply of \_\_\_\_\_ to PIACL is approved and accepted:
2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to do so.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIACL the amount of security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIACL the Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature \_\_\_\_\_

Name in full \_\_\_\_\_ Designation \_\_\_\_\_

Address \_\_\_\_\_ Phone /Fax# \_\_\_\_\_

CNIC \_\_\_\_\_

Seal \_\_\_\_\_ Date \_\_\_\_\_