

REF: GM (P)/CONT/ CABIN CLEANING /ENGG/PEW/20

Invitation of Bid

M/S _____

Sub: Provisioning of Aircraft Cabin Cleaning Services at BKIAP Peshawar Station.

Dear Sirs,

We are pleased to invite your sealed tenders for the item 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 **08-04-2020 at 1030 Hrs.** 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 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/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders)

The Tender should be accompanied a Pay Order payable (valid for 120 days from the date of tender opening) equivalent to 2 % of total bid value in the name of M/SPAKISTANINTERNATIONAL 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.

Note: Submission of Tender Fee and 2% Earnest Money only for Local Bidders

C) SECURITY DEPOSIT

The successful tenderer upon award of Contract/Purchase Order will be required to furnish security deposit (pay order) 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 “**TECHNICAL**” and “**FINANCIAL**” proposal.
- On the given tender opening date only “**Technical Proposal**” will be opened in the presence of tenderers available.
- The “**Financial Proposal**” shall be shown to the parties but will be retained with PIA without being opened.
- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “**Financial Proposals**” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be returned *un-opened* to the respective bidders.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA's requirements with Technical Specifications are given.

Bidders **MUST**:

- Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate). (Local Bidders Only)
- Quote Rates, GST, and other taxes separately.
- 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 (Local Bidders).
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Procurement, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order/Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) **Hand written Bid via pen/ marker/ pointer etc will not be acceptable. Only typed bid/ typed unit rates will be accepted and not otherwise.**
- d) Offers must be valid for 120 days.

H) Duration of Contract

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

Muhammad Usman Akhtar
GM Procurement
Supply Chain Management
PIA Head Office, Karachi.
Ph: 021 9904 3081, 9904 4101
Email: khijzpk@piac.aero, contract.administration@piac.aero

TENDER SCHEDULE "A"

Provisioning of Aircraft Cabin Cleaning Services at BKIAP Peshawar Station.

S / No.	Description	Rate/Month (PKR)	Annual Charges (PKR)	Tax (if applicable) (PKR)
	Provisioning of Aircraft Cabin Cleaning Services at BKIAP Peshawar Station.			
Total Annual amount PKR with Tax(If applicable)				
2% Earnest Money PKR				

Attention:-

Non compliance to the conditions mentioned below at Serial No. 1 to 5 will render the quotation for rejection at the time of opening of tenders.

Broad Terms and Conditions of Tender:-

1. Rates must be quoted in words and figures both inclusive of all taxes, charges, duties, expenses to be borne by the bidder.
2. Offer must be firm and final and valid for 120 days.
3. Incomplete, mutilated offer or offers without/deficient earnest money are liable for rejection.
4. Copy of certificate of registration with Sales Tax collectorate must accompany the quotation.
5. PIA will have the right to visit the facility / premises of the tenderer or call for any further documents to establish the capability of firms to undertake this order/contract. PIA's decision in this regards shall be final will not be questioned in any court.

We/ I hereby confirmed having read and understood the terms and conditions of the tender and we / I expressly confirm and agree that our tender for the supply of above mentioned items are in terms of and subject to the terms and conditions of the tenders.

TENDERER'S SIGNATURE _____ DESIGNATION _____

ADDRESS _____

Tel No. _____ Fax No. _____ Email _____

GST No. _____ NTN NO. _____

SEAL _____

TERMS OF REFERENCES

- a. The contractor will provide complete Cabin Cleaning at PIA Own Aircrafts and Aircrafts of other Airlines in agreement with PIA as per described in (SCHEDULE) as per instructions of Maintenance Manager PIA, Peshawar Airport or any other authorized representative of PIA. The quality and standard of services to be provided by the contractor shall be to the entire satisfaction of PIA. For providing the said complete Cabin Cleaning Services in an effective and satisfactory manner the contractor shall maintain a minimum work force consisting of sufficient number of its employees (as may be directed from time to time) at the premises and which will be in accordance with (SCHEDULE WORK FORCE).
- b. If there is any changes in the existing SCHEDULE of PIA own Aircrafts or 3rd party aircrafts in agreement, the contractor will provide services on those additional Aircrafts without claiming extra charges for that.
- c. Dry / wet cleaning / sweeping and continuous mopping of all areas including toilets of Aircraft / Cabin.
- d. Dry / wet cleaning / sweeping of all areas including toilets with brooms / carpet brush ensuring that these are free from dust, papers and other objects which may otherwise look dirty.
- e. Removing stains and spots from walls, partitions, doors fixtures and decorative articles of Aircraft / Cabin.
- f. Removing waste from all waste baskets and dumping them only at the placed designated for this purpose, all wastage shall be removed from all locations of Aircraft / Cabin and put in specified places at contractor's own cost.
- g. Cleaning of all carpets with vacuum cleaners to ensure removal of stains dust and foot step marks.
- h. Cleaning of all windows pans and doors.
- i. Disposing of all collected rubbish and all other items to the appropriate dustbins.
- j. Contractor will provide proper uniform to its employees for winter and summer seasons as per (SCHEDULE – UNIFORM).
- k. Any other services not described herein but required first rate execution of Cabin Cleaning Services.

EVALUATION CRITERIA
Total Marks – 100
Qualifying Marks – 75
JANITORIAL SERVICES PROVIDERS.

All the applicants to please note that as per PPRA Rules and Regulations, all the documents/statements submitted by a Firm/Company for its pre-qualification are under Oath.

Any document/statement provided if proved false, mis-stated, concocted, or incorrect proved at any time, during or after Pre-qualification will result into permanent disqualification and black listing of the firm/Company/Partners with their names displayed on PPRA website.

Particulars of the Company

- a. Company (complete data required in the pre-qualification documents).
- b. Specific experience: - (similar nature of contracts executed / In-load during the last 5 years)
Minimum Value - Rs. 20 million per year.

Sr.No	PARTICULARS	MARKS	OBTAINED MARKS
A	PERSONNEL EXPERIENCE WITH Janitorial Hygienic and Janitorial Services and Technical Qualification in this field and employment of the Firm/Company) Since last 1-10 years.		
1	No of Personnel	10	
I	02 - 20	03	
ii	21 - 40	05	
iii	41 - 80	08	
iv	81 & above	10	

2	year of establishment of the firm/Company	10	OBTAINED MARKS
i	12 - 23 Months	03	
ii	24 - 35 Months	05	
iii	36 - 48 Months	07	
iv	49 months and above	10	
3	Relevant Experience in Janitorial Services	05	
i	01 - 02 Years	02	
ii	03 - 04 Years	03	

iii	05- 06 Years	04	
iv	7 and above Years	05	
4	Previous similar experience	05	
i	National Companies	02	
ii	Multinational companies	05	
5	No. of Current contracts of the company (providing 100 workers daily)	10	
i	1 – 4	2	
ii	4 – 6	5	
iii	7 – 10	7	
iv	10 & above	10	
Attach the list along with the contact details of firm / company			
B	DETAILS OF EQUIPMENT		
1	Janitorial Services Capacity Station Based Requirement	05	
i	fulfilling setup requirement(observation of prequalification team)	05	
ii	Not fulfilling setup requirement(observation of prequalification team)	00	
2	EQUIPMENT	10	
i	Scrubbing Machine, Water sucking Pump, Garbage removing Trolleys , Vacuum Cleaners	5	
iii	Safety Kits, Pressure gun, Double bucket wringer trolleys	2	
iv	Aluminum Stools of different sizes	2	
V	Glass Cleaning wipers, Bamboo Ladders	1	
C	GENERAL HYGIENIC CONDITIONS	05	
i	Satisfied (observing prequalification team)	05	
ii	Not satisfying (observing prequalification team)	00	
D	LITIGATION HISTORY OF THE FIRM	10	
i	No Litigation.	10	
ii	One time litigation	05	
iii	Two and Above time litigation history	0	
E	PENALTY/FINE IMPOSED	05	
i	No penalty	05	
ii	1 penalty	03	
iii	2-3 penalties	02	
iv	4 and above penalties	00	
F	FINANCIAL STANDING / STATUS OF FIRM	10	OBTAINED MARKS
1	Income tax paid during the last 05 years (Attached - audited income Tax. Statement/balance sheet /		

	received Tax Challans.		
i	Income Tax paid under Rs.1.0 million per Year.	03	
ii	1.0 to 2.0 million per year	05	
iii	3.0 to 4.0 million	07	
iv	5.0 million and above	10	
2	Average annual turn over (for the last five years)	10	
i	Annual turn over Rs.25.0 million and above (A Class)	10	
ii	Annual turn over Rs.5.0 to 25.0 million (B Class)	7.5	
iii	Annual turn over up to Rs.5.0 million (C Class)	5	
3	Financial standing of the firm / Company	5	
i	Last 03 years net worth statement (duly certified by a Chartered Accounts firm.	2	
ii	minimum funds available Rs.8.0 million- available/not	1.5	
iii	Surety from a bank / credit limit of the firm, available cash balance (5.0 million) is sufficient to cover 3 months expenses, during the contract for next 12 months period.	1.5	
Note: Attested copy of Bank Statement, showing list of one year transaction must be attached.			

<u>SCHEDULE - MANPOWER</u>			
PAKISTAN INTERNATIONAL AIRLINES ENGINEERING & MAINTENANCE DEPARTMENT			
<u>MINIMUM MANPOWER - TO BE PROVIDED BY JS CONTRACTOR</u>			
LOCATION:- PIA ENGG & MAINT BKIA A/P PEW			
M A N P O W E R			
S. NO.	CATEGORY	REQUIRED / SHIFT	
1	SUPERVISOR	01	
2	CLEANER	05	
3	SWEEPER	03	
4	SWEEPRESS	0	
5	DRIVER	0	
6	PUMP OPERATOR	0	
MANPOWER		09	
BUFFER SHIFT		02	
TOTAL		9x4+2=38	

ARRIVAL				SUNDAY		DEPARTURE		
1	PK356	KHI	0015	320	PK257	SHJ	0115	320
2	PK736	JED	0355	77W	PK735	JED	0650	77W
3	PK728	RUH	0535	320	PK351	KHI	0645	320
4	PK218	AUH	0615	320	PK283	DXB	0750	320
5	PK286	DOH	0720	320	PK285	DOH	0825	320
6	PK258	SHJ	0810	320	PK353	KHI	1500	320
7	PK284	DXB	1530	32A	PK217	AUH	2225	32A

MONDAY

1	PK736	JED	0355	773	PK735	JED	0650	773
2	PK218	AUH	0615	320	PK283	DXB	0750	320
3	PK284	DXB	1530	320	PK727	RUH	2015	320
4	PK350	KHI	2120	320	PK217	AUH	2225	320

TUESDAY

1	PK728	RUH	0535	320	PK283	DXB	0750	320
2	PK218	AUH	0610	32A	PK351	KHI	0710	320
3	PK284	DXB	1530	32A	PK217	AUH	2225	32A
4	PK350	KHI	2235	320	PK255	AAN	2345	320

WEDNESDAY

1	PK736	JED	0355	773	PK735	JED	0650	773
2	PK218	AUH	0615	320	PK283	DXB	0750	320
3	PK256	AAN	0645	320	PK285	DOH	0825	32A
4	PK284	DXB	1530	320	PK351	KHI	1630	320
5	PK286	DOH	1705	320	PK217	AUH	2225	320
6	PK354**	KHI	2110	320				

**THE A/C WILL OPERATE PK257 ON THURSDAY

THURSDAY

1					PK257	SHJ	0115	320
2	PK356	KHI	0350	320	PK727	RUH	0555	320
3	PK218	AUH	0615	320	PK283	DXB	0750	320
4	PK258	SHJ	0810	320	PK353	KHI	0920	320
5	PK284	DXB	1530	320	PK253	DMM	2135	320
6	PK728	RUH	1555	320	PK217	AUH	2225	320
7	PK350**	KHI	2245	320				

**THE A/C WILL OPERATE PK255 ON FRIDAY

FRIDAY

1					PK255	AAN	0001	320
2	PK736	JED	0355	77A	PK735	JED	0650	77A
3	PK218	AUH	0615	320	PK351	KHI	0715	320
4	PK254	DMM	0610	320	PK283	DXB	0750	320
5	PK256	AAN	0700	320	PK353	KHI	1200	320
6	PK284	DXB	1530	320	PK727	RUH	2015	320
7	PK354	KHI	2220	320	PK217	AUH	2340	320

SATURDAY

1	PK728	RUH	0535	320	PK283	DXB	0750	320
2	PK218	AUH	0715	320	PK259	MCT	0905	320
3	PK260	MCT	1550	320	PK727	RUH	2015	320
4	PK284	DXB	1530	320	PK217	AUH	2225	320

DRAFT AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Karachi Airport (Hereinafter called the "PIACL" and/or "PIA") of the one part
AND

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

The PIACL and the Contractor may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

NOW THIS WITNESSTH AS UNDER

ARTICLE 1: TERMS OF THE AGREEMENT

This agreement shall be effective from _____ to _____ unless so owner terminated under the provision of this Agreement and elsewhere. The same is extendable by PIACL if deemed necessary, for another 90 Days or any term less than it on the same rates term and condition further two terms.

ARTICLE 1: TERMINATION OF THE AGREEMENT

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement without assigning any reason specifically provides hereunder or otherwise in case of any breach of this Agreement by the Contractor at any time.

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving 30 days written notice to the other party without assigning any reason or cause thereof.

ARTICLE-3: PRICES

The Prices quoted by the Contractor at the time of bid shall be locked during the whole period and or during the period extension of this contract The Contractor shall not charge prices for the Services provided/supply and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule "A".

PIA agrees to the Contractor for the material / services supplied by it hereunder as per agreed rates described in the annexed Schedule (s). These rates shall include Sales Tax Delivery charges and any other charges / taxes required to be paid on any material supplied or services performed under this Agreement and shall remain firm and final for the duration of this agreement which shall not be enhanced by the Contractor on any account whatsoever.

ARTICLE -4: PAYMENT

Payment in respect of service shall be made by finance Manager Procurement & Logistic Store Building Karachi Airport 30 days of the submission of the invoice along with prescribed Sales Tax invoices and other

proof of payment of taxes in case of taxable goods, which are to be drawn strictly in conformity with the orders placed by the concerned department under this agreement.

The payment (s) shall be made to the Contractor after conformation from the relevant PIACL official that contractual obligations have been satisfactory fulfilled and after deduction of all required Government taxes or fees levied by federal / Provincial Government or its authorities.

ARTICLE-5: SECURITY DEPOSIT

At the time of the execution of this Agreement the Contractor shall deposit in cash (10% of total contract value) as interest free security deposit with the Authorized Office of PIACL,. PIACL shall have the right to recover / adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

ARTICLE-5: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /or through Security Deposit including without limitation other lawful means from the Contractor whether due in respect of this or any other Agreement and /or from any other due amount of the Supplier lying with PIACL and the Contractor will have no objection on recovery of the same by PIACL.

ARTICLE-6: RESPONSIBILTIES OF THE CONTRACTOR

- a. The contractor undertakes that he will provide complete Janitorial & Cleaning services at PIA owned Aircrafts & 3rd party aircrafts in agreement with PIA as per instructions of MIANTENACE MANAGER or any other authorized representative of PIA. The quality and standard of services to be provided by the contractor shall be to the entire satisfaction of PIA. For providing the said complete Janitorial & Cleaning Services in an effective and satisfactory manner the contractor shall maintain a minimum work force consisting of sufficient number of its employees (as may be directed from time to time) at the premises and which will be in accordance with (SCHEDULE WORK FORCE).
- b. The contractor shall be responsible for any adverse effect on any human being, PIA property or on food stuff etc, which may occur by use of substandard material or its wrong application in any area.
- c. The contractor hereby agrees and undertakes that with a view to providing appropriate and first rate execution of all Janitorial Services under the provisions of this agreement, it shall maintain and agree to deploy sufficient work force of most efficient, honest, able bodies and experienced persons. These employees shall work for and on behalf of the contractor and by no means will they be treated as employees of PIA. The hiring and firing of employees is exclusive right of the contractor, who alone shall be competent to take disciplinary action if needed against them. However, PIA or its authorized official may ask the contractor to

remove its employee(s) whom in the opinion of PIA or its authorized official is/are undesirable person(s). The contractor shall immediately remove such employees and provide suitable replacement immediately so as to keep sufficient work force.

- d. The contractor shall maintain a daily attendance of all its employees engaged in providing Janitorial & Cleaning Services (Aircraft Cabin) to the Corporation. A copy of the attendance sheet of all the employees of the contractor shall be submitted each day on shift basis where required to the Corporation within half an hour of arrival of each shift which will be subject to verification by physical head account. The object of providing attendance record to the Corporation is to ensure safety and security of its establishment and installation and also to enable it to monitor that the minimum work force as per of the contractor is available to provide effective and satisfactory Janitorial & Cleaning Services (Aircraft Cabin). **In case the attendance falls short of the minimum work force as prescribed in (SCHEDULE WORK FORCE) the Corporation shall be at liberty to such deduction from the amounts due to the corporation from the contractor as it may deem fit at the rate of Rs. 670/= per day per person.**
- e. The shift pattern / deployment of contractor's staff will be made by PIA.
- f. The contractor is bound to make payment to its employees regularly latest by 5th of each month positively. The contractor is bound to submit a certificate alongwith his bills duly verified by the OSO/OSS/OSA of the location that all the wages to its employees have been paid by the 5th of the month in accordance with the terms of this agreement. If at any stage, it is found that the contractor has issued a wrong certificate in this respect and / or the employees have been paid less amount in violation of any law or agreement have not been paid, PIA shall have the right to terminate this agreement forthwith and confiscate the entire security deposit of the contractor lying with it. No bill of the contractor shall be paid if not supported by required documents. **If the contractor fails to make payment to its employees by 5th of each month PIA make payments to them from the outstanding amount or bills of the contractor in order to avoid any law and order problem on its premises and in addition shall impose 100% penalty on the contractor.** If the contractor fails to make the payments to its employees for two consecutive months, PIA may terminate this agreement without giving any notice to him and shall forfeit his entire security deposit. **The contractor shall pay the wages to its employees @ Supervisor 20,000 & Cleaner/Sweeper 18,000. Gazetted Holidays & weekly off will be given to its employees.**
- g. The contractor hereby agrees and undertakes that it shall assign all such duties and responsibilities to its employees that may be necessary for first rate execution of Janitorial & Cleaning Services (Aircraft Cabin). In this connection, it assures that its employees shall perform diligently the duties and responsibilities assigned to them.
- h. The contractor shall be required to obtain clearance from Police Department and the Security Division of PIA in respect of all its employees engaged in provisioning of services within the premises of PIA. Unless they possess this clearance, they shall not be allowed to enter the premises of PIA. Furthermore, each employee shall be required to produce to PIA, a certificate from a Registered Medical Practitioner confirming that such employee is free from all infectious diseases at the time of employment and subsequently on an annual basis also. All expenditures incurred in this respect shall be the sole responsibility of the contractor. The

contractor shall provide a complete list of its workers to be deployed on PIA premises to the office of Manager Office Services PIA Head Office.

- i. For the purpose of identification and security the contractor shall issue proper identity cards to all its employees who may be detailed to work within the premises of PIA in connection with rendering of the services and the employees will display their identity cards while on duty.
- j. The contractor undertakes and agrees that in the performance of its contractual obligations assumed by it under this agreement, it shall fully comply with all the applicable laws, rules and regulations and customs prevailing from time to time in the country including but not limited to payment of wages / allowances, insurance of the employees and workers, their medical attention, gratuity, grant of annual sick and casual leave and other rights, facilities and benefits to which employees may be entitled to and hereby expressly agreed and understood by the contractor that all responsibilities to its employees in this regard are its liability and the grant of any such rights, facility or benefits to its employees at any time whether under any existing or future law or otherwise shall not result in any additional cost to PIA.
- k. The contractor shall be solely liable for any act or omission in contravention of laws, and PIA shall not be liable for any of his act or omission, if any legal proceeding is initiated against PIA for any act or omission of the contractor. The cost (including the incidental and the consequential cost) shall be borne by the contractor and PIA shall have the right to recover the cost from any due amount of the contractor.
- l. The contractor accepts total responsibilities for the settlement of all claims resulting from death, injury, burn or accident of any kind to its employees, officers, advisors, agents or any other third person acting for and on its behalf in the discharge of the said services under this agreement.
- m. If any law requires that one or both the parties register this agreement pursuant to such a law the entire cost of such registration shall be borne by the contractor.
- n. If any loss or damage is caused to PIA's property by any employee, officer or representative of the contractor, such loss shall be made good by contractor.
- o. The contractor warrants that it is bonafide and independent legal entity working in its own name, account and acknowledges that this agreement does not confer in any manner whatsoever upon it or any individual employed by it, the status of any employee, worker, officer, agent or advisor of PIA.
- p. The contractor shall obtain / maintain insurance coverage's for its employees and or / third party or any property for any claim arising under any applicable laws from the performance or non performance or its contractual obligations under this agreement.
- q. The contractor further undertakes and agrees to indemnify and hold harmless, PIA, its officers and agent from and against any and all claims, demand, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this agreement by the contractor, its employees or its agent.

- r. All the above said liabilities of the contractor are without prejudice to its order present / future liabilities arising from this agreement whether due to the performance and / or non performance of its contractual obligations or otherwise.
- s. Contractor will provide prescribed uniform described in (SCHEDULE – UNIFORM) to its employees. All employees shall wear neat and clean uniform at the times while on duty. If any employee is found without wearing proper uniform or wearing dirty / torn uniform a penalty Rs. 200/= per person per day will be imposed and deducted from the monthly bills.
- t. If the standard of services provided by the Janitorial contractor is not upto the standard acceptable to PIA or the contractor's employees go on strike for any reason, then PIA may get the required janitorial services performed through other ways and means at the cost and risk of the contractor and the expenditure incurred on obtaining such services shall be deducted from amounts due from PIA to the contractor. If the services provided by the contractor are not satisfactory at the sole discretion of PIA representative then any of its authorized official no less than Maintenance Manager may impose a penalty not exceeding 10% of the total monthly bill for that month, moreover, PIA shall be at liberty to terminate this agreement without any notice. In the event of such termination entire security deposits of the contractor shall be confiscated by PIA.
- u. Contractor will provide proper uniform to its employees for winter and summer seasons as per (SCHEDULE – UNIFORM).
- v. Any other services not described herein but required first rate execution of janitorial services.

ARTICLE-8: INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless Purchaser, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non-performance or poor performance of any services under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc are proven to have been attributed beyond doubt solely to the Contractor.

ARTICLE-9: INSOLVENCY AND BREACH OF CONTRACT

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

ARTICLE-10: SCHEDULE

For all intents and purposes, the schedule (s) annexed herewith shall form an integral part of this agreement and contractor shall be bound to fulfill all the terms and conditions stipulated therein any deviation from the terms and conditions incorporated in the annexed schedule (s) or other part of the agreement shall be deemed to be a violation of this agreement on the part of the Contractor.

ARTICLE-11: FORCR MAJURE

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Contractor shall, immediately by written notice served on PIACL, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

ARTILCE-12: CORRESPONDENCE

The Contractor will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Dy. General Manager Works and General Manager Works regarding any matter arising from this or any other agreement with PIACL. The Contractor may carry on correspondence with the designated officials of the user department if so directed by authorities.

ARTICLE-12: 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 at the addresses set forth below.

GENERAL MANAGER (Works)

Address

PIA .Karachi Airport.

Karachi-75200

Karachi

OR

Dy. General Manager (Works)

address

PIA .Karachi Airport.

Karachi-75200

Karachi

Contractor

Name:

Designation:

Address:

Phone Fax Numbers

Email

ARTICLE -14: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by/or on behalf of the contractor or his Partner Agent or Servant or anyone on its behalf to any Officer, Servant Representative or Agent of PIACL for showing or for bearing to show favour of disfavor to any person in relation to this or any other agreement as aforesaid shall subject the contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by PIACL as damages and the this decision in this respect shall be final and binding on the Contractor.

ARTICLE -15: NO BROKER

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whomsoever. The Contractor agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which may be suffered by, accrued against, charges to or are recoverable from PIA and which arises out of the Contractor's action (s) or negotiation(s) with or in respect to Broker (s) or agents(s).

Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and / or fees of any kind have been made by the Contractor to any Broker (s) or agent(s) or persons or entities whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Contractor.

ARTICLE -16: ASSIGNMENT

1. The Contractor shall not assign or sub-contract its obligations under the Contract, 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 Contractor including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.
2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

If the Contractor assigns this Agreement to any other party in contravention of this Article, PIA in its discretion may terminate this agreement and / or black list and debar the Contractor for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

17. Dispute Resolution

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

18. Statutes and Regulations

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-

Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.

3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

19. Taxes and Duties

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

20. Liquidated Damages / Penalties

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the 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 Price.

21. Blacklisting

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

22. 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 Contractor commits a default under the Contract;
 - b. If the Contractor fails to fulfill any of the obligations under the Contract;
 - c. If the Contractor violates any of the terms and conditions of the Contract.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

3. If the Contractor fails / poor/ delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Contractor.
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

ARTICLE -23: 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.

ARTICLE -24: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

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

ARTICLE - 25: 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.

ANNEXURE "A"

RESPONSIBILITIES ARE ON DAILY BASIS

RESPONSIBILITIES AREA ON MONTHLY BASIS

LOCATION

SHIFT PATTERN

SHIFT "A" from 07:00hrs to 15:00hrs daily OPERATOR 01 NO.

SHIFT "B" from 15:00 to 23.00hrs OPERATOR OR 01 NO.

SHIFT "C" from 23:00 to 07:.00hrs OPERATOR 01 No

GENERAL SHIFTFrom 08:30 Hrs to 17:30 HrsOPERATOR 01 NO. HELPER 01 NO

Reliever for rotating shift is the responsibility of contractor.

Three shift pattern strictly to be followed.

TERMS & CONDITION AND PANELTY CLAUSE:

1. Any damage / default by the contractor or his Employee during Operation & Maintenance in any Electrical system shall be responsibility of the contractor at their own cost risks.
2. The contractor should be submitting weekly Operation & maintenance report. Contractor or his Supervisor always maintains daily log book Operation & Maintenance logbook should be duly checked, verified and signed by the area in charge on daily basis.
3. Materials and spares will be provide by PIAC and will not provide any tools testing equipment's ladders and workshop facilities to the contractor which shall be his own responsibility and list of the testing equipment but not limited to following all size of spanner box. Muggger multi meter tong tester 5 rims to 2000 Amps are always available at site with contractor rep (award of work will be after verification / tools and equipment)
4. Arrangement of entry passes of contractor shall be contractor responsibilities and contractor must ensure that the staff appointed by him and deployed and/or enter at PIA premises bear good moral character and must be cleared through relevant law enforcement agencies including without limitation Police Verification without which the contract shall not awarded.
5. Contractor must have telephone & transport for 24 Hours services & have to produce a copy of Electrical license issue by Government. All staff who are working of electrical, should submit the copy of electrical supervisor license and wireman license, accordingly.
6. Officer in charge can assign any type of electrical work to staff on duty for benefit of PIA as required from time to time.

7. Contractor should maintain all installation / fitting and fixture clean,, maintain in top order condition, as per electrical equipment.
8. All contractor staff should wear uniform during duty hours with name of company and also wear all personal protective equipment's hard head, and safety shoes etc. the contractor should follow all policy & procedure of PIAC , Specially HSE policy.
9. Contractor should adopt safe operation practice.
10. The Contractor shall personally visit the installation at least twice a week and shall be available on telephone at site in case of any emergency.
11. The Contractor shall pay the salary of its staff during the first week of the month irrespective of their bill cleared or not by Corporation (PIAC) and must provide the salary slip with attendance register 5th day of every month along with invoice. If Contractor will not submit the bill up 10th of each month penalty 5% will imposed upon him.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY
MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

<p>For on behalf of Pakistan International Airlines</p> <p>Signature & Seal Name Designation</p>	<p>For on behalf of Contractor</p> <p>Signature & Seal Name Designation</p>
<p>WITNESS:</p> <ol style="list-style-type: none"> 1. Signature 2. Name (in block letter) 3. N.I.C No. 4. Address 	<p>WITNESS:</p> <ol style="list-style-type: none"> 5. Signature 6. Name (in block letter) 7. N.I.C No. 8. Address

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works _____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

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

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

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

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager Procurement)
Supply chain Management
Pakistan Intentional Airlines
Karachi.

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for _____, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIA the amount of Security as specified in the contract which shall continue to be held by PIA until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by PIA the Earnest Money held by PIA shall stand forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

N.I.C. # _____

Seal _____

Date _____