

REF: GM(P)/Cont-/ Meals /Canteen/EDH/LHE/2019

Invitation to Bid

M/S _____

Sub: Provisioning of Meal Services / Cafeterias for PIA Employees (Officer & Staff) at Lahore Station.

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. 1. You are required to send your tenders addressed to General Manager Procurement, PIA Procurement & Logistics Building JIAP Karachi latest by **19-08-2019 at 1030Hrs**. The tenders may be dropped in the tender box marked as "Tender Box Commercial Purchases" placed at the entrance of the PIA Procurement & Logistics Building latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Procurement, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & times 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.3000/-(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 90 days from the date of tender opening) equivalent to 2 % of total bid value in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

C) SECURITY DEPOSIT (Local Bidders)

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

D) PREPARATION OF TENDER “Single Stage Two Envelope Basis”

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “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)
- Bid on Prescribed Performa issued by PIA.
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE, BEARING COMPANY’S STAMP**

F) PREPARATION OF TENDER - FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a) Schedule “A” duly filled in, signed and sealed.
- b) Original Pay Order for Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Contracts & Agreements, PIA P&L Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

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

H) Duration of Contract

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

GM Procurement

021-9904-3081, 99044423

**Email contract.administration@piac.aero
khijzpk@piac.aero**

Enclosed: Schedule A & B
Menu
Evaluation Criteria
Draft SLA
Consumption
Integrity Pact
Undertaking to Execute the Contract

LAHORE STAFF CAFATERIA

AA SNo.	Item Description	Average Consumption Per Month	Rate(Rs) subsidy	Monthly Impact of PIA Subsidy	Impact for 11 months	
1	Meal	8040				
2	Breakfast	2770				
3	Tea	3170				
					Total Rs.	
BB For the Month of Ramazan						
SNo.	Item Description	Average Consumption per Month	Rate Rs. Subsidy	Monthly Impact of PIA Subsidy		
1	Sehri Meal	2850				
2	Iftari	2850				
3	Dinner	750				
4	Tea	2400				
					Total Rs.	
Total Annual Impact subsidy					AA +BB Rs.	
Tax if applicable						
2% Earnest Money						

Tender Schedule "B"

LAHORE OFFICERS CAFATERIA

AA SNo.	Item Description	Average Consumption Per Month	Rate(Rs) subsidy	Monthly Impact of PIA Subsidy	Impact for 11 months	
1	Meal	3388				
2	Breakfast	822				
3	Tea	2344				
					Total Rs.	
BB For the Month of Ramazan						
SNo.	Item Description	Average Consumption per Month	Rate Rs. Subsidy	Monthly Impact of PIA Subsidy		
1	Sehri Meal	1200				
2	Iftari	750				
3	Dinner	750				
4	Tea	750				
					Total Rs.	
Total Annual Impact subsidy					AA +BB Rs.	
Tax if applicable						
2% Earnest Money						

ANNEX-A

PAKISTAN INTERNATIONAL AIRLINES CORPORATION
WEEKLY MENU

BREAK FAST

S.No	Days (Monday to Sunday)	Qty
1	Egg Fried/Boiled/Omelet	01
2	Bread Slice	04
3	Cake Piece	02
4	Tea	01

PAKISTAN INTERNATIONAL AIRLINES CORPORATION
WEEKLY MENU

MENU FOR LUNCH/DINNER

S.NO	DAY	ITEM
1	Monday	i. Chicken Biryani
		ii. Raita
		iii. Daal (any)
2	Tuesday	i. Mutton curry
		ii. Brown rice
		iii. Roti
3	Wednesday	i. Anda Channa/ Fish Fried with curry along with fish sauce (Winter)
		ii. Plain rice
		iii. Roti
4	Thursday	i. Chicken Manchur & Chilli with Chinese Rice
		ii. Channa
		iii. Roti
5	Friday	i. Beef Pulo
		ii. Daal
		iii. Raita
6	Saturday	i. Chicken Curry
		ii. Plain rice
		iii. Roti
7	Sunday	i. Aloo Qeema
		ii. Daal Masoor
		iii. Roti

PAKISTAN INTERNATIONAL AIRLINES CORPORATION
WEEKLY MENU

MENU FOR IFTARI DURING THE HOLY MONTH OF RAMZAN

S.NO	DAY	IFTARI	
		ITEMS	QTY
1	Monday	i. Pakora Mix	1 Plate (100 grams)
		ii. Aloo Cholay	1 Plate
		iii. Fruit Mix	1 Plate
		iv. Sharbat	2 Glass
		v. Dates	5 each
2	Tuesday	i. Dahi Phulki	1 Plate (100 grams)
		ii. Aloo Cholay	1 Plate
		iii. Fruit Mix	1 Plate
		iv. Sharbat	2 Glass
		v. Dates	5 each
3	Wednesday	i. Chapli Kabab	1 Plate (100 grams)
		ii. Aloo Cholay	1 Plate
		iii. Fruit Mix	1 Plate
		iv. Sharbat	2 Glass
		v. Dates	5 each
4	Thursday	i. Pakora Mix	1 Plate (100 grams)
		ii. Aloo Cholay	1 Plate
		iii. Fruit Mix	1 Plate
		iv. Sharbat	2 Glass
		v. Dates	5 each
5	Friday	i. Dahi Phulki	1 Plate (100 grams)
		ii. Aloo Cholay	1 Plate
		iii. Fruit Mix	1 Plate
		iv. Sharbat	2 Glass
		v. Dates	5 each
6	Saturday	i. Pakora Mix	1 Plate (100 grams)
		ii. Aloo Cholay	1 Plate
		1 Fruit Mix	1 Plate
		2 Sharbat	2 Glass
		3 Dates	5 each
7	Sunday	i. Chapli Kabab	1 Plate (100 grams)
		ii. Aloo Cholay	1 Plate
		iii. Fruit Mix	1 Plate
		iv. Sharbat	2 Glass
		v. Dates	5 each

PAKISTAN INTERNATIONAL AIRLINES CORPORATION
WEEKLY MENU

MENU FOR DINNER DURING THE HOLY MONTH OF RAMZAN

S.NO	DAY	ITEM
1	Monday	i. Chicken Biryani
		ii. Raita
		iii. Daal (any)
2	Tuesday	i. Mutton Karahi
		ii. Brown rice
		iii. Roti
3	Wednesday	i. Chicken Karachi
		ii. Plain rice
		iii. Roti
4	Thursday	i. Aloo Qeema
		ii. Brown rice
		iii. Roti
5	Friday	i. Beef Pulo
		ii. Daal
		iii. Raita
6	Saturday	i. Chicken Masala
		ii. Plain rice
		iii. Roti
7	Sunday	i. Qeema Fried
		ii. Daal Maash
		iii. Roti

PAKISTAN INTERNATIONAL AIRLINES CORPORATION
WEEKLY MENU

MENU FOR SEHRI DURING THE HOLY MONTH OF RAMZAN

S.NO	DAY	ITEM
1	Monday	i. Chicken Masala
		ii. Daal Channa
		iii. Roti/Paratha
		iv. Curd
		v. Milk Pheyni
2	Tuesday	i. Mutton Fried
		ii. Seasonal vegetable
		iii. Roti/Paratha
		iv. Curd
		v. Milk Pheyni
3	Wednesday	i. Chicken Fry
		ii. Daal Maash
		iii. Roti/Paratha
		iv. Curd
		v. Milk Pheyni
4	Thursday	i. Aloo Qeema
		ii. Daal Moong
		iii. Roti/Paratha
		iv. Curd
		v. Milk Pheyni
5	Friday	i. Beef Karahi
		ii. Vegetable
		iii. Roti/Paratha
		iv. Curd
		v. Milk Pheyni
6	Saturday	i. Chicken Masala
		ii. Daal Masoor
		iii. Roti/Paratha
		iv. Curd
		v. Milk Pheyni
7	Sunday	i. Qeema Fried
		ii. Vegetable
		iii. Roti/Paratha
		iv. Curd
		v. Milk Pheyni

SPECIAL NOTE:

Above items to be served in Sehri with the following composition

- i- Best quality of 08 plates Curd in one Kilogram
- ii- Best quality of 40 plates Milk Pheyni in one Kilogram Pheyni and 6 liters pure Milk with 2 Kg Sugar.
- iii- Paratha/Nan 06 (175 gram) Paratha/Nan from best quality of one Kilogram Atta.

**Supply Chain Management
 Technical Bids Evaluation Criteria
 Lahore Cafeteria**

Total Marks - 100
 Qualifying Marks -50

S.NO	Evaluation Parameters	Allocated Marks
A	Personnel Experience Cater Operating Cooking.	-
1	No. of personnel	15
i	5-10	5
ii	10-19	10
iii	20 and above	15
2	Year of Establishment of the Firm / Company.	15
i	01-02 years	5
ii	03-04- years	10
iii	05 years and above	15
3	Relevant Catering Experience.	15
i	01-02 years	5
ii	03-04 years	10
iii	05 years and above	15
4	No of current contracts	20
i	01-02 Contracts	10
ii	03-05 Contracts	15
iii	06 and above Contracts	20
B	Financial Standing / Status of Firm Catering.	15
1	Income tax paid during last 02 years (Attached Tax Challan's)	-
i	Income tax paid under 0.03 to 0.05 million per year	05
ii	0.051 to 0.1 million per year	10
iii	0.1 million and above	15
2	Fund Availability with the firm / company for last 02 years.	20
i **	Funds available Rs. 0.5 to 01.0 million	10
ii	Funds available 01.1 to 2.0 million	15
iii	02.1 million and above	20
	TOTAL MARKS	100

** Bank Statement for the last two years must be provided.

DRAFT OF AGREEMENT CONTAINING TERMS & CONDITIONS
FOR OPERATING CAFETERIA FOR PIA EMPLOYEES (OFFICER & EMPLOYEE)
AT LAHORE

This agreement is made at Lahore on----- day of ----2019 between Pakistan International Airlines Corporation Limited, a corporation organized, existing and operating under PIA Act 1956 having its Head Office situated at Karachi Airport (Here in after called as the PIACL) of the one party)

And M/s-----having office at -----Lahore (Here in after called as a Contractor) of the other part.

WHEREAS the contractor is successful bidder for provision of breakfast/tea and choice meals for lunch & dinner as per attached menu and the PIA has agreed to award the contract for supply of same to PIA employee in the canteens at Lahore.

NOW THIS DEED WITNESSED with the following terms & conditions:-

- 1) “CORPORATION” wherever the word occurs in this document shall mean Pakistan International Airlines Corporation Limited or its authorized representative.

“CONTRACTOR” wherever the word occurs in this document shall mean the contracting firm / the person to whom this document is addressed or his authorized representative and shall include his employees / labour

- 2) PERIOD:

Contract shall be effective from ----- to ----- extendable for another two terms upon satisfactory performance.

- 3) EXIT CLAUSE:

Either party may terminate the contract by serving upon the other party a notice in writing of 60 days through registered AD mail without assigning any reason thereof after clearing and making at the due payments, outstanding bills, demands and claim/settlement of liabilities to each other.

- 4) *The Corporation shall provide the following facilities*

- Dining halls, pantries and tandoor rooms
- Kitchen with Gas Stoves/ Burners for cooking purposes
- Water
- Gas & Electricity
- Furniture
- Air conditioners, Fans, Lights

- 5) Utilities, such as Water, Gas and Electricity, will be provided by PIA free of charge, subject to availability from the source. In case, these utilities are not available from source, the contractor shall not be entitled to the payment of any compensation including the utilities bills, rebate or subsidy and he will make alternate arrangements at his own cost.

- 6) Geysers and water coolers have been installed by PIA in the employee Cafeteria; however, contractor shall not demand any kind of equipment, fixtures, space or room, if not available at source.

- 7) Crockery, Cutlery, Deep freezer will be provided by the contractor in sufficient quantity to meet the actual requirement for providing meal service. Deep freezers can be used for a temporary period, maximum 24 hours for the uncooked food items only. In no way cooked food items shall be stored / freeze in the deep freezers.
- 8) Cooking utensils shall be provided by the contractor in sufficient quantity. He will ensure that these are properly cleaned / nicked and meeting the highest hygienic standard.
- 9) The contractor shall be responsible to keep the premises clean at his own cost. He will ensure to maintain high standard of cleanliness and hygiene.
- 10) The number of canteens may be increased or decreased at the sole discretion of PIA average daily consumption of food items by the PIA employees.
- 11) If an official lunch is arranged at the employee cafeteria and food is procured from outside, the contractor will be entitled to claim Rs, 20 per head as Service Charges.
- 12) Fumigation of the premises shall be carried out by the contractor at its own cost.
- 13) Weekly Menu attached herewith (**Annex-A**).
- 14) Daily menu shall be displayed at all the locations
- 15) The contractor shall serve good quality food to the PIA Employee.
- 16) The menu is subject to change (s) that may be made by GM Welfare & IR/AM Canteens, However, changes involving increase in number of days on which Biryani/ Chicken /Vegetable / Mutton dishes etc are to be served will be made by mutual consultation with the contractor by giving 10 days notice.
- 17) Main dish shall be served from the counter whereas rest of items shall be served in Buffet and weight shall be not be less than 200 grams uncooked whereas portion control of other main dish shall not be less than 150 grams.
- 18) For buffet system the contractor will maintain sufficient quantity of food stuff to the entire satisfaction of the employees taking lunch in the canteen. In case of shortage of food stuff will be arrange at contractor's cost.
- 19) The employee will make Cash Payment to contractor at the counter of Employee Cafeterias as approved by the management at following rates.

S.No	Description	Staff Contribution	Officers Contribution
i.	Meal (Lunch, Dinner)	Rs. 25	Rs. 35
ii.	Breakfast	Rs. 12	Rs. 15
iii.	Tea	Rs. 05	Rs. 05
iv.	Iftari	Rs. 25	Rs. 35
v.	Dinner (Ramdan)	Rs. 25	Rs. 35
vi.	Sehri + Meal	Rs. 25	Rs. 35

- 20) Payment for tea and lunch served to corporation's guests shall be paid separately on submission of a separate bill duly verified by the District Manager/ DGM HR / IRO as the case may be.

- 21) The contractor shall use good and recommended materials only for preparation of tea and food items. Such materials will be subject to inspection by corporation representative and / or Cafeteria committee. The entire cooked stuff will be rejected by corporation's representative or Cafeteria committee in case it is not up to the required standard and no payment will be made for such loss to the contractor. On the other hand required foodstuff / tea will be purchased from the market at the cost of contractor.
- 22) In order to ensure smooth, efficient functioning of the Employee Canteens and to ensure observance of the conditions stated herein, the corporation may appoint a Committee for Employee Canteens to supervise and govern the Canteens' operations. The decision taken by the Cafeteria committee shall be binding upon the contractor but in case of any dispute the matter will be referred to GM Industrial Relations whose decision will be final and binding upon the contractor.
- 23) Beside the tea the employee usually takes snacks for themselves on their personal accounts. These have, to be provided when demanded by the employee. All items supplied to the employee on personal account shall be charged by the Contractor directly from the employee. The contractor shall not be entitled to the payment of any subsidy on the snacks and catering items so served in the employee cafeteria.
- 24) The material to be used for preparation of the food stuff shall be of the following specifications only.
- Cooking Oil (Dalda, Habib, Sufi, Tullo)
 - Masala- Packed Masala of standard quality of National/Shaan
 - Atta-made of best quality wheat (Punjab No.1, Sunny, and Premier, packed and sealed)
 - Rice- first class quality Super Kernel Basmati
 - Chicken- should be fresh and broiler.
 - Mutton/Beef- fresh and good quality. The contractor shall use Mutton without "Seena" and "Pallah", chicken without neck
 - Tea leaves- Brooke Bond, Lipton or Tapal.
 - Sugar- clean white sugar.
 - Tetra pack milk (Nestle, Olpers or Haleeb) be used only.
 - Jam (Shezan, Mitchels)
 - Bread (Dawn, Citi, Gourmet)
- 25) The quality & quantity of food shall be maintained at all times. Any slackness in this regard shall not be accepted and at any single violation a fine of **Rs.10,000/-** will be imposed.
- 26) The contractor shall be exclusively responsible for the procurement, at his own cost, of all the raw material, ration supplies, food-stuffs and catering materials required in connection with the cooking and services to be provided in the Canteens.
- 27) The transportation of raw material, cooked meals, food items, catering supplies and allied equipment etc, to the employee cafeteria and from one Cafeteria to another shall be the sole responsibility of the contractor, who shall make necessary arrangements thereof, at his own cost, and without any delay / dislocation in supply of meals to PIA Employee.
- 28) The contractor will be allowed to use / occupy the premises offered by the corporation purely by license of the corporation and he will have no right whatsoever to occupy the said premises as tenant or otherwise.

- 29) Cooking / igniting fire shall be restricted within the kitchen or any other place authorized by Dy GM HR/Industrial Relations officer.
- 30) In case, the Canteens contractor fails to open / run / operate the Employee cafeteria on any working day and / or on such days as directed by the DGM HR/Industrial Relations officer or any authorized PIA Officer then PIA will have the right to arrange to operate the Employee cafeteria and or make any other alternative arrangements for serving tea / meal at risk and the cost and consequences of the Cafeteria contractor. The amount so spent shall be deducted from the contractors bill pending and or those that may be submitted in future and or from Security Deposit as the case may be.
- 31) The Employee cafeteria facilities shall be used exclusively for the employee of PIA. The contractor shall not serve any outsider except to the bonafide guests of the corporation or anyone else authorized by PIA.
- 32) The Employee cafeteria shall remain open on all working days except during the month of Holy Ramadan according to working hours fixed by the corporation and the contractor shall check up the working hours from District Manager /DGM HR/ Industrial Relations officer or any other authorized representative. If due to any emergency the contractor is instructed by any authorized PIA Officer, the Employee cafeteria shall be opened on non-working days also.
- 33) There will be no service during the Holy Month of Ramadan and as such no payment either towards compensation, subsidy of whatsoever shall be made by PIA. However, payment will be made as against the supply of Iftari, Sehri, Dinner and Tea in accordance with the figures rates as decided by the corporation.
- 34) During Hajj and other operational requirements (i.e. visits of outstation engineers, audit personnel, internship program, etc.), the contractor shall provide tea, breakfast, and meals to the employees engaged for this purpose without any extra compensation. In this connection PIA may arrange Cafeteria during Hajj Operation, where the contractor shall provide tea, breakfast and meals without any extra compensation, and at the agreed rates.
- 35) The contractor shall supply tea, breakfast and meals to the employee, who cannot leave their Place of duty, or any other person (s) allowed by the competent authority.

36) NUMBER OF EMPLOYEE CAFETERIAS

S.No Staff Cafeterias

- i. Airport Complex Lahore
- ii. Booking Office Lahore
- iii. Cargo Complex Lahore

S.No Officers Cafeterias

- i. Airport Complex Lahore
- ii. Booking Office Lahore

- 37) The number of Employee cafeteria/ locations of service however can be increased or decreased or merged at the sole discretion of PIA. Similarly, PIA may increase or decrease the number of employees at each location. The contractor is bound to serve food and tea of good quality to the employees of PIA there. It will also be sole discretion of PIA to change, add or delete any location and ask other PIA contractor to serve at that location.
- 38) The corporation reserves the right to change the working hours and or timing of the lunch break, dinner etc to suit its operational requirements. Any change will be

intimated to the contractor in writing by DGM HR/ Industrial Relations officer or his / her nominee.

- 39) The contractor will be required to engage professional / trained manpower for execution of the agreement at his own account. The contractor shall be responsible for providing efficient service at the Employee cafeteria during any period the cafeteria are required to remain open. The contractor shall not make any change in his employee without providing security clearance to the satisfaction of the Dy. GM HR/Industrial Relations officer. The Canteens 'employee hired by the contractor shall wear neat and clean prescribed uniform, gloves, aprons, shoes and caps to be provided by the contractor.
- 40) The number of above mentioned employees of the contractor may be increased or decreased in accordance with number of PIA Employee entitled at that Cafeteria with the concurrence of Dy GM HR/ Industrial Relations officer or Cafeteria Committee.
- 41) The contractor shall provide security clearance from Police and Security Division of PIA for his employee visiting / posted at PIA in connection with the operation of the Employee cafeteria at his own expenses. Also the contractor/his employee whether labour or other category will be required to establish identity at the gates of the PIA offices through the proper identity cards issued by the contractor. Contractor and his employee will be subject to standing security orders and instructions in force, added modified and amended from time to time by Government and the Corporation. *Further those employees who are detailed by the contractor within the restricted areas at Lahore Airport shall obtain clearance from the ASF / CAA at Lahore Airport. For the purpose of identification and security, the contractor shall issue proper identity cards to all its employees detailed to work within the premises of Employee cafeteria.*
- 42) All employee engaged by the contractor for operating the Employee cafeteria must be healthy. The contractor shall furnish medical fitness of all cafeteria' employee at the time of their deployment. They should not be suffering from any contagious disease like Hepatitis / Tuberculosis etc. If any member of the employee is found carrying an infectious disease as a result of the medical examination he will have to be replaced by the contractor with another employee at contractor's cost.
- 43) The contractor shall be responsible and undertake to indemnify and hold harmless, PIA, its officers, employee, workers, advisors, agents or any other person acting on behalf of PIA against all claims resulting from death, injury, burns or accident of any kind caused to his (contractor's) employees acting in discharge of the contractual obligations.
- 44) If any loss or damage is caused to PIA's property by the contractor or any of its employees or agent such loss or damage shall be made good forthwith by the contractor at his own cost.
- 45) In case the Contractor's Service/ quality of food is found unsatisfactory and if in spite of written warning from PIA the Contractor fails to improve the service up to the satisfaction of PIA within three days from receipt of said warning, PIA shall impose a penalty per deficiency of Rs.10,000/-Notwithstanding the aforesaid procedure on account of poor performance by the contractor, PIA has the right to terminate the contract by giving 60 days notice without assigning any reason thereof.

- 46) Payment to the contractor will be made on monthly basis latest by 10th day of each month by PIA. The bill shall be submitted by the contractor to Deputy General Manager HR/Industrial Relations officer. The payment of bill shall be subject to deduction of all the applicable taxes under the prevailing laws of the country.
- 47) The contractor cannot sublet, transfer, or assign this contract to any other party. In case of any violation by the contractor, PIA shall have the right to terminate this agreement forthwith without any compensation to the contractor.
- 48) The contractor shall register his establishment before the Employees Old Age Benefits Institution, Employee's Social Security Institution and or under other Acts applicable to him being independent employer and shall also regularly pay contribution in respect of his employees employed by him for the execution of his contract towards EOBI, and other labor laws enactments. Corporation shall not be responsible for the default of such payments. In case of default on his part, the corporation reserves the right to deduct the amount from his account to the extent of his liability.
- 49) When any sum of money is recoverable from the contractor due to any default under the agreement or otherwise, PIA shall be entitled to deduct the amount either from the pending bills of the Contractor or from security deposit made by the contractor.
- 50) Should the contractor be adjudicated insolvent or made to enter into any arrangement for composition with the creditors or be wound up, either compulsorily or voluntarily, or commit any breach of this contract (not herein specifically provided), PIA shall have the right to declare the contract as terminated forthwith, In which case the contractor shall be liable to pay to PIA for any extra expenses which PIA may incur, but shall not be entitled to any gain or compensation from PIA.
- 51) Any bribe, commission, gift, advantage given, promised or defrayed by or on behalf of the contractor or his officer, agent or servant or any one on his behalf to any officer, servant, representative or agent of PIA relating to the obtaining or to execution of this or any other contract with PIA showing or forbearing to show favor or disfavor to any person in relation to this or any other contract as aforesaid shall subject to the cancellation of this contract and or any other contract with PIA and also to the payment of amount.

52) ARBITRATION

All matters of dispute or differences arising out of the agreement, the settlement of which is not otherwise specifically provided in the agreement, shall be referred for Arbitration. The Chief HR Officer, PIA, or his nominee shall act as sole arbitrator whose decision shall be final and binding. The services under this agreement shall continue during the proceedings before the said authority and no payment due to or payable by PIA shall be withheld on account of such proceedings. The seat of the arbitration shall be at PIA Head Office Karachi or Islamabad. The parties hereto agree to the exclusive jurisdiction of court at Islamabad.

53) DISCLOSURE CLAUSE

- a) Contractor hereby declares that he has not obtained or induced 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.

- b) Any notice required or permitted to be given pursuant to this contract shall be given or sent by Registered AD or courier of repute to the respected parties at the following address.
- c) The Contractor should be bound to pay monthly wages to his Canteens employee as per GoP Notification given time to time

54) FORCE MAJEURE

Except as provided under this agreement neither party shall be liable for any failure nor delay in performance of their obligation if such is caused by any event beyond reasonable control, including, but without limitation, fire, act of God, act of public enemy, war, rebellion, accident, act of state, civil commotion, embargoes. The parties shall, however, inform each other in such an event at the earliest opportunity.

55) ANNEXURES / SCHEDULES

For all intent and purposes, Annexure / Schedules to this agreement shall form integral part of this agreement and the contractor shall be bound to comply with the terms and conditions incorporated in these Annexure / Schedules. Any deviation from the terms and conditions stipulated in the agreement and Annexure / Schedules shall be deemed as a violation of the agreement.

MANAGER PROCUREMENT & LOGISTICS DIVISION
PAKISTAN INTERNATIONAL AIRLINES LAHORE

ADDRESS OF THE CONTRACTOR-----

UNDERTAKING

I / We hereby confirm that I / we have thoroughly understood all the terms & conditions of this tender and undertake to fully abide by them in letter & spirit

Contractor/s'

Signature:-----

Name: -----

C N I C No.: -----

Address -----

Telephone No. -----Cell No.-----

Fax No. ----- Date -----

Signature
Pakistan International Airline

Signature of Contractor

Witness

Witness

1. _____

1. _____

2. _____

2. _____

LAHORE STAFF CAFATERIA
AVERAGE DAILY CONSUMPTION OF MEALS (LUNCH/DINNER), BREAKFAST, TEA/ RAMZAN (IFTARI, DINNER,SEHRI)
PIA STAFF DAILY CONSUMPTION

		WORKING DAYS								OFF DAYS				CONSUMPTION DURING HOLY RAMZAN			
		LUNCH	DINNER	B / FAST	TEA	LUNCH	DINNER	B / FAST	TEA	SEHRI	IFTARI	DINNER	TEA				
S.NO	LOCATION OF CANTEENS																
1	PIA COMPLEX AIIAP	215	30	100	100	80	20	20	50	80	80	15	50				
2	CARGO COMPLEX AIIAP	30	10	10	10	10	5	5	20	10	10	5	20				
3	PIA TOWN OFFICE (LBO)	30	5	5	5	5	5	5	10	5	5	5	10				
TOTAL		275	45	115	115	95	30	30	80	95	95	25	80				
AVERAGE CONSUMPTION WORKING AND OFF DAYS										AVERAGE CONSUMPTION DURING RAMZAN							
							MEAL	B/FAST	TEA	SEHRI	IFTARI	DINNER	TEA				
Average consumption per day							268	92	106	95	95	25	80				
Average consumption per month							8040	2770	3170	2850	2850	750	2400				

LAHORE OFFICER CAFATERIA
AVERAGE DAILY CONSUMPTION OF MEALS (LUNCH/DINNER), BREAKFAST, TEA/ RAMZAN (IFTARI, DINNER,SEHRI)
PIA OFFICERS DAILY CONSUMPTION

		WORKING DAYS								OFF DAYS				CONSUMPTION DURING HOLY RAMZAN			
		LUNCH	DINNER	B / FAST	TEA	LUNCH	DINNER	B / FAST	TEA	SEHRI	IFTARI	DINNER	TEA				
S.NO	NAME OF CANTEENS																
1	PIA COMPLEX AIIAP	78	20	25	50	15	10	10	10	40	20	20	20				
2	PIA TOWN OFFICE (LBO)	40	4	8	50	4	4	2	8	0	5	5	5				
TOTAL		118	24	33	100	19	14	12	18	40	25	25	25				
AVERAGE CONSUMPTION WORKING AND OFF DAYS										AVERAGE CONSUMPTION DURING RAMZAN							
										MEAL	B/FAST	TEA	SEHRI	IFTARI	DINNER	TEA	
Average consumption per day										113	27	78	40	25	25	25	
Average consumption per month										3388	822	2344	1200	750	750	750	

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
Procurement & Logistics Division
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 # _____

C.N.I.C. # _____

Seal _____

Date _____