

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

M/S _____

Subject: CONTRACT FOR HIRING GROUND FEEDING (MEAL) SERVICES FOR PIA TRANSIT / DELAYED / DIVERTED / CANCELLED FLIGHTS PASSENGERS AT NIIAP, ISLAMABAD.

Dear Sirs,

We are pleased to invite your sealed tenders for the items listed in the attached schedule. The terms & conditions of the tender are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In Single Stage Two Envelope Basis** addressed to Manager SCM PIA Islamabad by **Monday, November 07, 2022** through registered mail / courier at following address latest by 10:30 hours PST on the specified date:

Manager SCM,
SCM Department,
Adjacent to PIA Flight Kitchen.
Old Airport, Rawalpindi.
Ph: 051-9280920
Email: isbpppk@piac.aero

Tenders will be opened at 11:00 hours PST on the same day in the presence of tenderers/bidders whoever cares to attend.

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

3. Agreement will be made for three years.

B) PREPARATION OF TENDER

Tender will be opened on "Single Stage two envelopes" basis. All bidders must submit one sealed envelope containing "Technical proposal and Financial Proposal" separately on specified tender opening date/time. Initially only Technical Proposal will be opened & Financial Proposal of the qualified bidders will be opened on specified date later on.

Financial Proposal must have following document.

- a) The Schedule duly filled in, signed and sealed.
- b) Pay Order for PKR 150,000/- in respect of **EARNEST MONEY** in the name of PIACL otherwise Bids will not be entertained.

Technical Proposal must have following documents.

- a) Hotel / Restaurant profile.
- b) Copy of GST & NTN certificate.
- c) 01 year duly attested Bank statement.
- d) Food Authority Certificate.
- e) The outer cover of envelopes should bear address of Manager SCM PIA, ISB. Tender reference number (**PHS-ISB-CNT-G.F-22**) and company name.
- f) Cash Receipt / Pay Order for PKR 5,000/- in respect of **TENDER FEE (non-refundable)** in the name of PIACL otherwise Bids will not be entertained.

PRICES

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all taxes & GST to be mentioned separately.
- b) The Prices mentioned in the tender will be treated as firm till the completion of Contract.
- c) The Prices must be stated for each item separately both **in words and figures**. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 180 days.
- e) Quotation must be written on PIA prescribed form otherwise Bids will not be entertained.

ACCEPTANCE OF TENDER

PIA do not pledge themselves to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations, divide business among more than one Hotels / Restaurants or accept the tenders at rates on lowest individual items or extend the date of opening with assigning reason and as per PPRA Rules.

Yours truly,

For Pakistan International Airlines

(IMRAN KHAN)

Manager SCM ISB

Encl:

1. Tender Schedule (A-Technical Proposal / Evaluation Criteria & B-Financial Proposal)
2. Undertaking
3. Draft Agreement

Note: 1- Prescribed Tenders form for the subject item may be directly downloaded from PIACL / PPRA website.

Tender Schedule

A) Technical Proposal / Evaluation Criteria

Hotel /Restaurant Name: _____

Address: _____

Contact Person: _____ Off. Tel. Number: _____
Cell Number: _____

Email Address: _____

Hotel /Restaurant Email: _____

Hotel /Restaurant Website: _____

Technical Evaluation Criteria

Important Note:

As per PPRA Rules and Regulations, all the documents / statements submitted by as Firm / Company for its tender are under Oath. Any document / statement provided, if provided false, miss-stated, concocted, or incorrect any time during or after tenders will result into permanent disqualification and black listing of the Firm / Company / Partners with their names displayed on PPRA website.

Total Marks = 100

Qualifying Marks = 70

1- Formation / Incorporation Status: Total Marks = 10

- a) Joint Stock / Private Limited Company (10 marks)
- b) Partnership (08 marks)
- c) Sole Proprietorship (06 marks)

2- Annual Turnover: Total Marks = 10

- a) More than 10 Million (10 marks)
- b) More than 05 Million but less than 10 Million (08 marks)
- c) Less than 05 Million but more than 01 Million (06 marks)

3- Clientele of the Firm: Total Marks = 08

- a) More than 03 corporate clients including PIACL (08 marks)
- b) More than 01 corporate clients but less than 03 clients (06 marks)
- c) Having 01 corporate client only (04 marks)

4- Experience of the Firm: Total Marks = 10

- a) More than 10 years of experience (10 marks)
- b) More than 06 years of experience but less than 10 years (08 marks)
- c) Less than 06 years experience but more than 03 years (06 marks)

5- Infrastructure / Equipment Availability: Total Marks = 20

- a) Skilled staff (05 marks)
- b) Display of crockery (05 marks)
- c) Meal presentation / serving (05 marks)
- d) Hygiene (05 marks)

6- Litigation history of the firm: Total Marks = 05

- a) No history in litigation (05 marks)
- b) One Case pending against (03 marks)
- c) More than one cases against (0 / Zero marks)

7- Financial Standing of the firm: Total Marks = 10

- a) Last 01 years attested bank statement (10 marks)

8- Certifications achieved by the firm: Total Marks = 07

- a) HACCP Certificate (07 marks)
- b) Any other Govt. Food certification (05 marks)

9- Production infrastructure with full equipment: Total Marks = 10

- a) Cold Kitchen (03 marks)
- b) Cold Bakery (03 marks)
- c) Hot / Cold Kitchen (04 marks)

10- Suitability of Location = 10

- a) CAA licensed party inside NIIAP departure lounges (10 marks)
- b) Outsiders within 15 KM from NIIAP (06 marks)

Seal & Signature of Hotel/Restaurant/Bidder_____

(B) Financial Proposal

Name of the Hotel / Restaurant: _____

Sr	Description	Qty	Rate	Amount
<u>Break Fast:-</u>				
1.	Omelet/ Fried Eggs	2		
2. OR	Paratha 120 gm OR	1		
2	Bread Slice 60 gm (Each)	3		
3	Butter 10 gm	1		
4.	Jam 10 gm	1		
5.	Tea/ Coffee 100 ml Or Juice 200 ml	1		
<u>Light Refreshment</u>				
1.	Chicken/ Cheese Sandwich 60 gm (Each)	2		
2.	Fruit Cake Slice 80 gm	1		
3.	Biscuit (Ticky Pack) 10.4 gm	1		
4.	Tomato Ketchup 10 gm	1		
5.	Tea OR Coffee 100 ml Or Cold Drink 345 ml	1		
<u>Lunch/ Dinner (Package-1)</u>				
1.	Chicken Qorma OR Chicken Karahi 150 gm	1		
2.	Mix Vegetable OR Daal Fried 80 gm	1		
4.	Zeera Pulao OR Brown Rice 100 gm	1		
5.	Nan 80 gm (Each)	2		
6.	Fresh Green Salad 80 gm	1		
7.	Sweet Or Cake Slice 80 gm	1		
8.	Tea OR Coffee 100 ml OR Cold Drink 345 ml	1		
<u>Lunch/ Dinner (Package-2)</u>				
1.	Chicken Cutlet/ Broast Qtr 160 gm	1		
2.	Saute Vegetable 120 gm	1		
3.	French Fries 80 gm	1		
4.	Bread Slice with Butter 60 gm (Each)	2		
5.	Tomato Ketchup Sachet 10 gm	1		
6.	Cake OR Sweet 80 gm	1		
7.	Tea Or Coffee 100 ml OR Cold Drink 345 ml	1		
<u>Individual Items</u>				
1.	Tea Or Coffee 100 ml	1		
2.	Mineral Water (Small) 500 ml	1		
3.	Cold Drink 345 ml	1		
4.	Chicken Cheese Sandwich 60 gm	1		
5.	Fruit Cake Slice 80 gm	1		
6.	Juice 200 ml	1		
7	French Fries 80 gm	1		

Seal & Signature of Hotel/Restaurant/Bidder: _____

Terms of Reference (TOR)

For the party to be a prospective contestant, following TORs/specifications are desired:

1. Interested parties have the experience more than 5 years.
2. Having ISO9001 certificate.
3. Having a PCAA license for provision of food services is **mandatory**.
4. Should be able to accommodate more than 300 passengers at a time.
5. Currently serving Airlines.
6. The party will provide the Refreshment/Breakfast/Lunch/Dinner to the passengers at IIAP, Islamabad as per prescribed Menu.
7. The party shall ensure to supply in time (1-2 hours depending upon quantity and service required) with the best hygiene and serving standards.
8. Light Refreshment/Breakfast/Lunch/Dinner which is to be served in presentable meal boxes in departure lounges in case of flights delays/diverted/transiting passengers; all the items are provided according the approved menu and weight.
9. Snacks and their sidelines offered as per reputed National/International brands.
10. Ingredients used in making food should be of reputed brand.
11. Having the complete Kitchen for the preparation of food for more than 300 passengers at a time.
12. Qualified, trained and well behaved staff at service.
13. All the payments will be based on actual consumption of services.
14. In Ramzan ul Mubarak Sehri/Iftari services shall be required.
15. The duration of the agreement will be for three (3) years.

Seal & Signature of Hotel/Restaurant/Bidder _____

UNDERTAKING TO EXECUTE CONTRACT
REF: PHS-ISB-CNT-G.F-22

Manager SCM ISB
Pakistan International Airlines
Islamabad.

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and undertake to do following in the event our / my tender for provision of ground feeding (meal) services for PIA transit / delayed / diverted / cancelled flights passengers at NIIAP, Islamabad in case it 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 acknowledge and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days as and 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 are /am depositing the amount PKR 150,000/= along with Financial Bid in this tender as Earnest Money in shape of Pay Order to PIACL.
5. That in event of our / my failure to execute the formal contract within agreed period specified by PIACL the earnest money held by PIA shall stand confiscated by PIACL and we / I shall not question the same.
6. That the Earnest Money deposited with PIACL will be converted to / retained with PIACL as Security Deposit in case my / our hotel's technical/financial bids submission in this tender are approval by the competent authority / forum of PIACL for formal contract/agreement execution and same amount will continue to be held by PIACL until three months after expiry of the contract /agreement period.

Tenderer's Signature _____

Name in full : _____

Designation : _____

Address : _____

Phone # : _____

CNIC # : _____

Seal : _____

Date : _____

CONTRACT FOR HIRING GROUND FEEDING (MEAL) SERVICES FOR PIA TRANSIT / DELAYED / DIVERTED / CANCELLED FLIGHTS' PASSENGERS AT ISLAMABAD.

DRAFT AGREEMENT

This Agreement is made on _____ between Pakistan International Airlines Corporation Limited, a Company organized and existing under Companies Ordinance 1984 having its Head Office at PIA Building, Jinnah International AirPort Karachi (hereinafter called "PIACL")

AND

M/s. _____ (hereinafter called "Party").

Whereas PIACL hereby grants contract to the Party and Party has assured PIACL that it has the capability of effectively performing the services desired/required by PIACL and had agreed to accommodate PIACL's passengers at NIIAP, Islamabad.

Whereas PIACL has accepted the offer extended by the Party upon terms and conditions set herein below:-

NOW THIS DEED WITNESSES AS UNDER:

ARTICLE - (1)

SCOPE OF WORK

- a) Duty officer on PIA Transit Cell / Incharge Depature Lounges / Shift Station Manager will inform to Party representative for placing order of number of Ground Feeding (Meal/Snacks) Services to PIA Transit, Delayed, Diverted, Cancelled flights passengers and both shall maintain a register for this purpose with details of flight number, date, sector, nature & number of ground feeding services and any special remarks.
- b) If Party refuses the provision of ground feeding services, the refusal entries should be recorded in register regarding party representative name whom he/she contacted, date, time, and refusal reason followed by a formal email to the party for record purpose.
- c) Once party accepted the ground feeding order, then Duty officer on PIA Transit Cell / Incharge Departure Lounges / Shift Station Manager will issue appropriate Meal Voucher to party completely filled & signed.
- d) Party will serve meal / refreshment services to PIA passengers at Departure Lounges / Transit Lounges / Arrival lounges NIIAP, Islamabad.
- e) Party will arrange, at its own cost, furnished hot & cold kitchen, crockery, furniture & fixtures, cooling/AC & heating facility, telephone/intercom, and uniformed staff maintain its premises / equipment while provisioning services under this agreement.
- f) Party's cooking & washing environment must be healthy, hygiene, neat and clean, mosquito/bugs free.
- g) Party's staff must be wearing neat & clean uniform; they themselves should be hygiene, neat& clean, good mannered, honest & courteous and party must be in possession of their regular medical certificates.
- h) Party, its co-parterres, or employees shall in no case be considered the co-partner, or employees of PIACL neither they will act like that.

- i) The wages, any fringe benefits, allowances of Party's staff whatsoever shall be sole liability of the Party and shall be governed under labor laws of Pakistan. Such remunerations shall be paid by Party him/herself directly to his/her employees without involving PIACL.
- j) Party will submit its monthly invoices in two terms (on fortnightly basis) attached with Meal Vouchers and supporting details of passenger/flights on mandatory basis duly verified & approved by the Station Manager PIA Islamabad for payment to Finance Manager PIA Rawalpindi.
- k) Bills without supporting details shall not be entertained and vouchers/bills payments shall be subject to deletion up to its extent only.
- l) Wrong billing/overbilling shall be subject to deletion of said amount from bill.

ARTICLE - (2)

DURATION OF THE AGREEMENT

This agreement shall remain valid for _____ year/s w.e.f. _____ to _____ unless sooner terminated under the provisions of **Article -3** of this agreement.

ARTICLE - (3)

TERMINATION OF THE AGREEMENT (EXIT CLAUSE)

- a) Notwithstanding anything contained in this agreement each party shall have the right to terminate this agreement without assigning any reason or cause thereof upon 90 days written notice to the other party through registered post and / or confirmatory emails with assigning any reason or cause thereof.
- b) However PIA shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the party or its employees or non-performance of responsibilities and services by the party under provisions of this agreement and party shall be blacklisted (on discretion of PIACL management).
- c) The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

ARTICLE (4)

SERVICES & CHARGES AGREED TO BY PARTY FOR PIA TRANSIT/DELAYED/DIVERTED/CANCELLED FLIGHTS PASSENGERS

- a) Services to be provided by the party as per “Required Specifications” mentioned in Technical Proposal & Financial Proposal that forms an integral part of this agreement.

Sr	Description	Qty	Rate	Amount
<u>Break Fast:-</u>				
1.	Omelet/ Fried Eggs	2		
2. OR	Paratha 120 gm OR	1		
2	Bread Slice 60 gm (Each)	3		
3	Butter 10 gm	1		
4.	Jam 10 gm	1		
5.	Tea/ Coffee 100 ml Or Juice 200 ml	1		
<u>Light Refreshment</u>				
1.	Chicken/ Cheese Sandwich 60 gm (Each)	2		
2.	Fruit Cake Slice 80 gm	1		
3.	Biscuit (Ticky Pack) 10.4 gm	1		
4.	Tomato Ketchup 10 gm	1		
5.	Tea OR Coffee 100 ml Or Cold Drink 345 ml	1		
<u>Lunch/ Dinner (Package-1)</u>				
1.	Chicken Qorma OR Chicken Karahi 150 gm	1		
2.	Mix Vegetable OR Daal Fried 80 gm	1		
4.	Zeera Pulao OR Brown Rice 100 gm	1		
5.	Nan 80 gm (Each)	2		
6.	Fresh Green Salad 80 gm	1		
7.	Sweet Or Cake Slice 80 gm	1		
8.	Tea OR Coffee 100 ml OR Cold Drink 345 ml	1		
<u>Lunch/ Dinner (Package-2)</u>				
1.	Chicken Cutlet/ Broast Qtr 160 gm	1		
2.	Saute Vegetable 120 gm	1		
3.	French Fries 80 gm	1		
4.	Bread Slice with Butter 60 gm (Each)	2		
5.	Tomato Ketchup Sachet 10 gm	1		
6.	Cake OR Sweet 80 gm	1		
7.	Tea Or Coffee 100 ml OR Cold Drink 345 ml	1		
<u>Individual Items</u>				
1.	Tea Or Coffee 100 ml	1		
2.	Mineral Water (Small) 500 ml	1		
3.	Cold Drink 345 ml	1		
4.	Chicken Cheese Sandwich 60 gm	1		
5.	Fruit Cake Slice 80 gm	1		
6.	Juice 200 ml	1		
7	French Fries 80 gm	1		

ARTICLE - (5)

MODE OF PAYMENT / PAYMENTS PROCEDURE / PENALTY / RISK PURCHASE

- a) For all services effectively occupied by PIA passengers, the Party charges PIACL on the basis of rates indicated in this Agreement.
- b) In consideration of services provided by the party hereunder, PIA agrees to pay in Pakistani currency (PAK Rupees) through Bank Cheque, as per payment schedule after deducting all applicable taxes, to the party for the services described under this agreement.
- c) Party will submit bills/invoices to the Station Manager PIA Islamabad's designated office with the original meal vouchers duly signed by PIACL's authorized representative with ledger on fortnightly basis, bearing the details (flight wise, date, sector), for the purpose of reconciling and verification by PIACL and for audit compliance. Any invoices/bills submission without complete supporting details shall be treated as invalid/wrong billing. Such bills/invoices will be scrutinized there before sending same to PIA Finance Rawalpindi office (after updating / deduction of wrong/invalid/overbilling amount) for further payment purpose.
- d) Expenses on meals or other expenses not covered by this agreement will be billed to / recovered directly from the individual concerned without invoicing/billing to PIACL. Any such undue invoicing/billing to PIACL by the party shall be subject to amount deduction up to extent of such invalid/wrong/over invoicing/billing.
- e) If the services provided by the party are not up to the standard/acceptable to PIACL, or the party refuse to provide the services then PIACL may get the required services performed through other ways and means at risk and cost of the party. The expenditures incurred on obtaining such risk purchase services shall be deducted from the amounts due from PIACL to the party.
- f) Furthermore, PIACL may impose penalty of up to **PKR 15,000/=** in case of any violation/incident/poor or the sub-standard performance and same shall be deducted from the bills / invoices of the party.
- g) PIA Hotel Billing Cell will scrutinize the invoices /bills & supporting documents within 30 days period from its receipt and then such invoices / bills payments to the party within the period of 30 days shall be made by PIA Finance Rawalpindi through Bank cheque after deduction of all applicable taxes and/or penalty (if any).

ARTICLE - (6)

PARTY'S OBLIGATION

The party 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 hotel 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.**

ARTICLE - (7)

INDEMNIFY

The party 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 party, its employees or its agent or otherwise.

ARTICLE (8)

INTEGRITY PACT / DISCLOSURE CLAUSE

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Contractors, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works

_____ the Seller / Contractor / 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 (GOP) 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 / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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 / Contractor / 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.

ARTICLE - (9)

AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the party shall be deemed to warrant that he /she has the authority to

do so from party, and if on enquiry, it is revealed that the person so signing had no authority to do so. PIACL may without prejudice to other legal rights / remedies cancel the agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE - (10)

CORRESPONDANCE / NOTICE

The party will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of PIA or otherwise except the Station Manager PIA Islamabad or his/her nominated official/s regarding any matter arising from this or any other Agreement with PIACL.

All notices, requests and demands given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile or email at the addresses set forth below:

Station Manager PIA

Party: _____

New Islamabad International Airport, Islamabad

e-mail: isbkkpk@piac.aero

ARTICLE - (11)

PPRA ACT & RULES

PPRA Act & Rules shall be followed, in true letter & spirit, in the process of awarding contract.

ARTICLE - (12)

GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- b) The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Islamabad.
- c) All questions, differences and disputes arising or that may arise in respect of the agreement will be resolved through amicable negotiation by both the parties and, if anything unresolved by such amicable negotiations, shall be finally settled through Arbitration Act 1940 in accordance with the provision of the law of the land. The final arbitral decision shall be binding on the parties. General Manager Passenger Handling Services shall be the sole arbitrator.
- d) Notwithstanding anything in this agreement PIACL may continue to utilize subject matter services of the agreement from Party during the pendency of the Arbitration.

ARTICLE - (13)

FORCE MAJEURE

Except as provided under this agreement neither party shall be liable for any failure or delay in performance of its obligations due to any cause beyond its reasonable control including and without limitation, bad weather conditions, act of public enemy, war, rebellion, insurrection, fire, accident, act of Nature and act of state.

ARTICLE (14)

NON-DISCLOSURE

Subject to any law or order of any court, each party undertakes not to disclose any of the information, data and documents given to it by the other party or which it has been informed of during the performance of the present Agreement. The parties agree to take all the necessary precautions to comply with such obligations, particularly with regard to its personnel, including the one of any potential sub-party.

ARTICLE (15)

LIABILITY

The Party is liable for any death or injury or damage caused to Airline or any third party (including Airline staff) in performance of the services they manage directly or owing to failure to comply with contract terms (including those of the Schedules to this Agreement), unless the damage is caused directly by the willful misconduct of Airline.

ARTICLE (16)

BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or on behalf of the hotel, of his partner, agent or servant or any on its behalf to any officer, servant, representative or agent of PIA for showing or for berating to show favor or disfavor to any person interrelation to this or any other agreement with PIACL, shall subject the party to the cancellation of this and all or any other contracts.

ARTICLE - (17)

NO BROKER

It is understood and agreed that no broker, agent have participated in bringing the parties together in the negotiation, and preparation of this agreement and the hotel hereby warrants that price of the subject matter 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 whatsoever. Party agrees to indemnify and hold harmless PIACL from and against all claims, demands, liabilities, damages, losses and judgment which may be suffered by accord against charge to be recoverable from PIA and which arises out of Party's actions or negotiations with or respect to brokers or agent.

ARTICLE - (18)

COMMENTS BOOK

The party shall provide, at a prominent place in the Lounges, a comments Book for the passengers to record complaints. The Comments Book shall be open for inspection by the Station Manager PIA Islamabad or his authorized Representatives and the party shall be bound to take immediate corrective steps to remove the genuine complaints /grievances regarding which the decision of the Station Manager PIA Islamabad shall be final and binding on the party.

ARTICLE - (19)

SUB-LETTING / ASSIGNMENT AND EXCLUSIVITY

- a) The party shall not sublet, transfer or assign this Agreement to any other party without prior written Permission of PIACL.
- b) If the party assigns this Agreement to any other party wholly or partly in contravention of this Article, PIACL in its discretion may terminate this Agreement and / or black list and debar the Contractor for future to execute any contract with PIACL.

ARTICLE - (20)

INSOLVENCY AND BREACH OF CONTRACT

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

ARTICLE - (21)

SECURITY DEPOSIT / EARNEST MONEY

- a) The party was required to provide a Pay Order in the name of Pakistan International Airlines Corporation Limited or Cash Receipt of equivalent to PKR 150,000/=(one lac fifty thousand Pakistani rupees) in lieu of Earnest Money at sole discretion of PIACL at time of submission of party's financial bids in this tender.
- b) The Earnest Money amount is converted into / retained as Security Deposit amount by PIACL for said contract/agreement due to successful approval of technical/financial bids of party by the competent authority/forum for awarding contract/agreement in this tender in favour of the party. However, upon successful completion of the contract and early exit, the Security Deposit will be returned within 90 days.
- c) PIACL shall always have lien to this security deposit to recover any amount in case the party fails to comply with any or all provisions of this Agreement or any other extension thereof. PIACL shall have the right to recover / adjust all liabilities of the party from the amount deposited/furnished by the party.

ARTICLE - (22)

MISCELLANEOUS

- a) This agreement supersedes all prior agreements and understanding relating to the subject i.e. all previous contracts/agreements/understandings stands cancelled/terminated with immediate effect and only this agreement's rates, terms, conditions will be implemented henceforth as mentioned in Technical/Financial approved bids, tenderer's undertaking, integrity pact clause, and the draft agreement.
- b) Titles 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 agreement and / or not to be deemed an integral part thereof.
- c) This agreement terms & rates shall not be varied, modified, altered, amended or supplemented etc. However at any stage of agreement, Govt. taxes (if revised) would be accounted for whether increased or decreased.

d) This agreement shall be binding upon and shall incur to the benefit of both parties hereto and their respective successors and assigns provided that such assignment have been made in accordance with the laws as mentioned hereinabove.

IN WITNESS HEREOF, the parties hereunto set their hands on the days, month and the years mentioned herein above.

**FOR & ON BEHALF OF
Pakistan International Airlines Corporation Limited**

**FOR & ON BEHALF OF
The Party**

NAME _____

NAME _____

CNIC NO. _____

CNIC NO. _____

DESIGNATION _____

DESIGNATION _____

SEAL _____

SEAL _____

WITNESS 1:

WITNESS 1:

SIGN _____

SIGN _____

NAME _____

NAME _____

CNIC NO. _____

CNIC NO. _____

ADDRESS _____

ADDRESS _____

WITNESS 2:

WITNESS 2:

SIGN _____

SIGN _____

NAME _____

NAME _____

CNIC NO. _____

CNIC NO. _____

ADDRESS _____

ADDRESS _____
