

INVITATION TO BID

Manpower Provisioning through Service Provider on PIA Domestic Network.

(REF: GM CM/Manpower Services/HR/02/23)

Pakistan International Airlines Company Limited, the national flag carrier, invites sealed bids from companies/ firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for Manpower Provisioning through Service Provider on PIA Domestic Network.

Bidding documents, containing detailed terms and conditions, etc. are available electronically and can be downloaded from PIA Website www.piac.com.pk as well as from E-PADS PPRA web site <https://eprocure.gov.pk/#/auth/login> free of cost. Bidders need to get registered at E-PADS (PPRA) to access the tender document and other relevant information including electronic bid submission. Price of the bidding documents is **PKR 10,000** (non-refundable) to be submitted through a pay order in the name of PIACL along with technical proposal.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS on or before **24-04-2024 at 1030 Hrs (PST)**. Bids will be opened on the same day at **11:00 Hrs** through EPADS.

Bidders **MUST** submit their bids through E-PADS, Manual submission of bid without E-PADS electronic bid is **NOT** allowed. The original Pay Order for Tender Fee (with Technical Proposal) and for Bid Security (with Financial Proposal) **MUST** be submitted along with manual proposals to **GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi**, as per above mentioned date & time.

PIACL reserves the right to reject any or all bids or cancel the tender process at any stage in line with PPRA rules.

GM Contract Management
Supply Chain Management Department,
PIA Head Office, Karachi.
Ph: 021 9904 4216, 9904 3081
E- mail: gm.cm@piac.aero,
contract.administration@piac.aero

REF: GM CM /Manpower Services/HR/02/23

M/S _____

SUB: Manpower Provisioning through Service Provider on PIA Domestic Network.

Dear Sirs,

We are pleased to invite your sealed tenders for the item/ services 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 GM Contract Management, PIA Supply Chain Management Building, JIAP Karachi latest by **24-04-2024 1030hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIACL 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 GM Contract Management, 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.

3. Bidders are required to submit a Pay Order of Rs. 10,000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders Only).

B) EARNEST MONEY/BID SECURITY(Local Bidders Only)

The tender should be accompanied a Pay Order payable (valid for 180 days from the date of tender opening) amounting **PKR 1,500,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Bid Security/Earnest Money (Refundable). Bid Security/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 Bid Security/Earnest Money shall not be considered.

SECURITY DEPOSIT/ PERFORMANCE GUARANTEE (Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee) in the amount equivalent to **0.5 %** of total bid value of the contract as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money/Bid Security already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

Note: Bidders must claim their deposit refund (Bid Security/Performance Guarantee) within 180 days of the financial bid opening (if rates are higher side) or completion of contract period/project (in case awarded) or in case of any earlier termination. The time barred CRs (receipts)/refund cases shall not be processed.

C) Instructions to Bidder(s)

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/qualified.
- Financial Proposals of the technically not-acceptable/not-qualified bids shall be remained **un- opened** till the completion of tender process.

D) 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/ requirements.

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 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

E) 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) Quote Rates, GST, and other taxes separately.
- c) Original Pay Order for Earnest Money/ Bid Security.
- d) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- e) The outer cover should bear address of the GM Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- f) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

F) 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 180 days.

G) Duration of Contract

Agreement shall be for the period of ONE (01) year, further extendable for another two terms of one year each subject to PIACL requirement and satisfactory performance of the Service Provider by mutual consent on same rates, terms and conditions.

PIACL reserves the right to reject any or all bids or cancel the tender process at any stage in line with PPRA rules

Yours truly,

Iftikhar M. Usmani
GM Contract Management
Supply Chain Management
PIA Head Office, Karachi.
Ph: 021 9904 4216, 021 9904 3081
Email: gm.cm@piac.aero, contract.administration@piac.aero

REF: GM CM /Manpower Services/HR/02/23

Terms of Reference

1. PIACL requires manpower services at the location provide at annexure "A" and bids of only those bidders having demonstrative/ample exposure/experience of Aviation industry, provide manpower at all the stations / locations mentioned in TOR's. The bidders shall additionally have capacity to provide manpower having valid licenses in different categories, issued by the Pakistan Civil Aviation Authorities (PCAA).
2. Agreement shall be valid for a period of ONE (01) year, with effect from _____ to _____. The term of the Agreement is extendable for another two terms subject to PIACL requirement and, satisfactory performance of the Service Provider, by mutual consent on same **rates**, terms and conditions.
3. Notwithstanding any other agreement with any other party, the Service Provider shall provide the Manpower services at Karachi and such other locations as mentioned in Annexure "A", hereto subject however that the PIACL may from time to time by notice in writing through DGM/Manager HR Outsourcing or any other official designated in this behalf, to the Service Provider add, alter, or delete any location and may limit or extend services, or otherwise add or delete any other services or may add or delete designation and/or qualification in the Annexure "A" or through notification to Service Provider, fee being paid by the PIACL will be adjusted according to the quantum of services rendered by the Services Provider in respect of the persons employed by Service Provider as desired by the PIACL in accordance with the Annexure "A", or otherwise as advised by the PIACL from time to time as the case may be.
 - a. Responsibility of issuance of Entry Passes (PIA/duty premises, restricted and/or operational areas including Apron Areas) shall rest with the Service Provider.
 - b. Subject to provisions of Clause 7 "a" of agreement, the service provider shall ensure submission of bills on the basis of Time Management System (TMS)/ Manual Attendance (if TMS is not operative due to pandemics or any other reason) in respect of each person duly verified by DGM/Manager HR Outsourcing to Finance Department well in time for its reimbursement. Furthermore, Service Provider will strictly make sure that no duplicate bill is submitted in any department or section. Any duplication or erroneous billing may lead to termination of Agreement and confiscation of Security Deposit in addition to invoking legal recourse by PIACL.
 - c. The Service Provider shall be responsible to plan as per provided schedule by respective department to manage and supervise the provision of the Services. Adequate & direct supervision will be exercised by the Service Provider over its employees/personnel. The Service Provider and its authorized representatives shall be present to exercise direct control over the Service Provider's personnel during the time; such personnel's are engaged in carrying out the Contractual Services / Obligations of the Service Provider under this agreement.
 - d. The Service Provider shall ensure that appointment and termination letters are issued accordingly at the first written communication of PIACL with Service Provider without waiting for further subsequent reminders in this regard.
 - e. Accidental and death insurance coverage shall be provided by the service provider as provided in the draft agreement.
 - f. The Service Provider shall pay overtime to its personnel only for operational areas such as Engineering, Food Services, TGS, PHS, etc. The overtime shall only be allowed subject to prior written approval from Chief HR Officer.
 - g. Government levies such as EOBI, Provincial ESSI, Group Insurance, Education Cess, Gratuity or any other levies, duties and charges etc. as prescribed by Federal, Provincial, and/or Local Government, as per applicable Laws, shall be paid by Service Provider and will be reimbursed by the PIACL to Service Provider subject to production of original proof of payment in respect of each individual. The Service Provider shall be responsible to provide EOBI cards and Provincial ESSI Cards for all of its employees.

- h. The Service Provider shall ensure that all their employees deployed with PIACL are paid at least the minimum wages as per the notification by the Federal/Provincial governments from time to time.
- i. Uniforms to be provided by Service Provider to those employees deployed on such duties where uniforms are to be worn as per pattern, fabric & color duly approved by PIACL, reimbursement shall be made upon production of receipts and rates as approved by Corporation.
- j. Safety Equipment wherever required, shall be provided by the service provider upon prior approval of rates and design / pattern by PIACL, and the reimbursement will be made accordingly. (For Specified Service Only).
- k. All Federal, Provincial and Local Taxes including but **not** limited to Withholding tax from the monthly gross payments due to the Service Provider shall be deducted as per the prevailing rates in accordance with applicable law including the Income Tax Ordinance 2001 or any amendment thereof.
- l. Service provider needs to provide proof of registration as manpower service provider with FBR and all provincial sales tax authorities and is liable to provide evidence of sales tax return filing as and when required.
- m. Service Charges at agreed rates.

REF: GM CM /Manpower Services/HR/02/23

ANNEXURE-"A"
(Location wise Manpower requirement may varies as per work load / operational requirement)

S.NO	STATION	HEAD COUNT	SERVICE CHARGES %	
1	Bahawalpur	6	_____ %	
2	Bannu	1		
3	Chitral	5		
4	Dailbandin	6		
5	Gilgit	13		
6	Gwadar	13		
7	Islamabad / Rawalpindi	690		
9	Skardu	34		
10	Karachi	1437		
12	Lahore	370		
13	Faisalabad	52		
14	Muzaffarabad	1		
15	Mohenjo-daro	2		
16	Multan	113		
17	Nawabshah	2		
18	Peshawar	144		
19	Zhob	1		
20	Kharian	2		
21	Mirpur (AK)	1		
22	Rahim Yar Khan	6		
23	Saidu Sharif	6		
24	Sialkot	15		
25	Sukkur	12		
26	Turbat	23		
27	Quetta	45		
Grand Total		3000		

NOTE:- Approximately monthly Financial Impact of wages only of 3000 employees through Service Provider is PKR. 101.50 Million and annual Financial Impact of wages only is PKR 1218 Million.

REF: GM CM /Manpower Services/HR/02/23

SCHEDULE- A

S. No.	Description	Service charges for 3000 Personnel for one year to be quoted in (%) and figures in respective columns. Service charges shall be calculated on the basis of total amount of annual salaries PKR 1,218 Million (excluding all taxes & levies)
01	Manpower Provisioning through Service Provider on PIA Domestic Network.	_____%
Total Amount of Service Charges for One year PKR		
Total Amount of all applicable taxes, levies, EOBI, SESSI, Insurance, Gratuity, SST etc for one year PKR		
Total Amount of Service Charges including all applicable taxes, levies, EOBI, SESSI, Insurance, Gratuity, SST etc for one year PKR		

Note: Breakup of all applicable taxes, levies, EOBI, SESSI, Insurance, Gratuity, SST etc is required to be mentioned.

Breakup format:

Type of Tax / levy	Percentage (%)	Amount PKR

Requirements for Technical Evaluation

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

TECHNICAL EVALUATION FORM

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

A. GENERAL EXPERIENCE OF COMPANY:

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

Company	Marks	Marks obtained	10 Marks
01 to 03 years	05		
More than 03 to 06 years	07		
More than 06 years	10		
Please attach a copy of Certificate of Incorporation			

- ii. Experience related to provisioning of Manpower Services in Aviation Industry at multiple locations during last Five years.

Company	Marks	Marks obtained	10 Marks
100 to 500 Employees	03		
More than 500 to 1500 Employees	05		
More than 1500 to 2000 Employees	07		
More than 2000 Employees	10		

- iii. Company having demonstrative manpower provisioning experience related to Aviation industry

Company	Marks	Marks obtained	20 Marks
01 to 03 years	05		
More than 03 to 06 years	10		
More than 06 years	20		

B. PERSONNEL CAPABILITIES

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

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

C. EQUIPMENT/INFRASTRUCTURE/ OFFICE CAPABILITIES (COMPUTER/ PRINTER FAX MACHINE ETC) WORKSHOP

Latest equipment available (for example Core i3 or above).

Duration	Marks	Marks obtained	10 Marks
10 sets (Computer with Printer) & adequate Office Space.	05		
15 & above sets (Computer with printer & LAN environment) & adequate office space.	10		
Certificate to be provided.			

D. FINANCIAL STATUS

Average Annual Turn Over.

Million	Marks	Marks obtained	40 Marks
More than 100 Million	40		
More than 50 to 100 Million	30		
10 to 50 Million	20		
Note: Financial statement for the last 03 years (Un-Audited/Management account will be acceptable).			

DRAFT AGREEMENT

THIS AGREEMENT is made at Karachi on ___ day of _____ month, 2023, Between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED (PIACL), a public limited company incorporated and governed by and under the laws of Pakistan having its registered Office at Jinnah International Airport Karachi (hereinafter referred to as “PIACL” which expression shall where the context so required and admits be deemed to include its successors and assigns) of the **One Part**.

AND

_____ a Firm / Company registered _____ under SECP’s, under the laws of Pakistan being represented through _____ and having its registered office at _____ (hereinafter called the “Service Provider” which expression shall where the context so required and admits be deemed to include its successors and assigns) of the **Other Part**.

The PIACL and the Service Provider may individually be referred to as a “Party” and collectively be referred to, as “Parties”, respectively, as the context of this Agreement requires.

WHEREAS the PIACL is desirous to procure the services of Service Provider mentioned in Annexure “A”, (hereinafter referred to as the “Services”) annexed hereto and such other services as the PIACL may from time to time require. The Annexure “A” may be considered as an integral part of this agreement for the purpose of calculation of payments.

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

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

NOW, THEREFORE THIS AGREEMENT WITNESTH AS UNDER:

1. Initially, this Agreement shall be valid for a period of ONE (01) year, with effect from _____ to _____. The term of the Agreement is extendable for another two terms subject to PIACL requirement and satisfactory performance of the Service Provider by mutual consent on same rates, terms and conditions.
2. Notwithstanding any other agreement with any other party, the Service Provider shall provide the Manpower services at Karachi and such other locations as mentioned in Annexure “A”, hereto subject however that the PIACL may from time to time by notice in writing through DGM/Manager HR Outsourcing or any other official designated in this behalf, to the Service Provider add, alter, or delete any location and may limit or extend services or otherwise add or delete any other services or may add or delete designation and/or qualification in the Annexure “A” or through notification to Service Provider, fee being paid by the PIACL will be adjusted according to the quantum of services rendered by the Services Provider in respect of the persons employed by Service

Provider as desired by the PIACL in accordance with the Annexure "A", or otherwise as advised by the PIACL from time to time as the case may be.

3. The Services Provider shall provide Services at such time and on such terms as is more particularly described in the Schedule of Services annexed hereto as Annexure "A". While provisioning of such services according to Annexure "A" service provider shall coordinate with DGM/Manager HR Outsourcing.
4. The Service Provider shall provide the Services hereunder in an efficient, competent and organized manner and will ensure that its employees and personnel consistently maintain a high standard of performance to the best of their abilities.
5.
 - a. The Service Provider shall employ under its own employment such number of qualified and experienced persons who are competent to carry out and discharge the Service Provider's obligations, duties and responsibilities under this agreement.
 - b. The PIACL shall have the absolute authority to determine the suitability and quality of services provided by the Service Provider including the suitability of the manpower provided by Service Provider so deputed for a particular job.
6. In consideration of and subject to the due performance of the services mentioned in the Schedules of services and all its obligations under the Agreement by the Service Provider, the PIACL will pay on the basis of quantum of work & presence time of the Service Provider employee's wages and applicable service charges thereon. If the Service Provider fails to provide the services mentioned in the schedules of services, the consideration payable hereunder shall not be paid and/or stand reduced accordingly for each day or part hereof the services are not provided. For avoidance of doubt, payment shall only be made on actual services provided.

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

7. Subject to clause 5 (b) above, the Service Provider shall at its sole cost and discretion employ such persons as the Service Provider deems fit in accordance with the requirement of PIACL to perform its contractual obligations under this Agreement.
 - a. The Service Provider shall be responsible to provide TMS Machines separately from its own cost to prepare and manage the TMS / Daily Attendance of its employees at all the locations as specified in annexure "A" or even otherwise. The Service Provider shall sign the monthly attendance of its employees, which shall be verified by concerned reporting officer of the PIACL. Adequate & direct supervision will be exercised by the Service Provider over its employees. The Service Provider and its authorized representatives shall be present to exercise direct control over the Service Provider's personnel during the time; such personnel are engaged in carrying out the Contractual Services / Obligations of the Service Provider under this agreement.

- b. The Service Provider shall be solely liable for the maintenance of discipline, safety, welfare, housing, transportation and medical treatment of its employees/personnel and shall make adequate arrangement for the same in order to comply with the prevailing laws and rules in this regard.
- c. The Service Provider shall ensure payment of wages not less than the minimum wages to its employees/personnel as notified by the Federal/Provincial Governments from time to time. The PIACL shall reimburse the wages along with service charges to the Service Provider by 05th of succeeding month only subject to satisfaction of the PIACL that the Service Provider has paid the wages to its personnel. However, Government levies such as EOBI, Provincial ESSI, Group Insurance, Education Cess, Gratuity or any other levies, duties and charges etc. as prescribed by federal, provincial, and/or local Government, as per applicable Laws, shall be paid by Service Provider and will be reimbursed by the PIACL to Service Provider subject to production of original proof of payment in respect of each individual. The Service Provider shall be responsible to provide EOBI cards and Provincial ESSI Cards for all of its employees.
- d. The Service Provider shall ensure payment of wages and all other government taxes and levies to its employees as notified by the Federal/Provincial and/or Local Governments from time to time without having first recourse to the PIACL.
- e. Within 15 days of the employment of personnel, the Service Provider shall arrange and shall be solely responsible to obtain and renew entry passes required by its personnel for entry into PIA/duty premises/Apron areas, restricted and/or operational areas. The Service Provider shall bear all the applicable fee, taxes and charges as may be imposed by any authority in this behalf. If the Service Provider fails to arrange entry passes for its personnel, PIACL shall not pay any amount and service charges to Service Provider in respect of such personnel whose entry passes have not been arranged by the Service Provider within the stipulated period. The PIACL shall provide reasonable assistance as may be practically possible to Service Provider towards obtaining entry passes.
- f. Subject to provisions of Clause 7 “a” above, the Service Provider shall ensure submission of bills on the basis of Time Management System (“TMS”)/ Manual Attendance (if TMS is not operative due to pandemics or any other reason) in respect of each person duly verified by DGM/Manager HR Outsourcing to Finance Department well in time for its reimbursement. Furthermore, Service Provider will strictly make sure that no duplicate bill is submitted in any department or section. Any duplication or erroneous billing may lead to termination of Agreement and confiscation of Security Deposit in addition to invoking legal recourse by PIACL.
- g. The Service Provider shall be responsible for managing and ensuring control over attendance of its employees with the coordination of concerned reporting Officers.

- h. The Service Provider shall ensure that appointment and termination letters are issued accordingly at the first written communication of PIACL with Service Provider without waiting for further subsequent reminders in this regard.
 - i. The Service Provider shall maintain at its own expense a comprehensive insurance in respect of its total employment and of its each staff/personnel covering full coverage in case of any accident resulting in death, injury and disability (full or partial).
 - j. The Service Provider shall pay Overtime to its personnel only for operational areas. The overtime shall only be allowed subject to prior written approval from Chief HR Officer and the Service Provider will be informed to this effect and will be reimbursed at actual without any service charges upon submission of bills in accordance with clause 7 "f" above.
 - k. Uniforms to be provided by Service Provider as per pattern, fabric & color duly approved by PIACL, reimbursement shall be made upon production of receipts on agreed rates as approved by PIACL. The Service Provider shall not be entitled for any service charges in this respect.
 - l. All Federal, Provincial and Local Taxes including but not limited to Withholding tax from the monthly gross payments due to the Service Provider shall be deducted as per the prevailing rates in accordance with applicable law including the Income Tax Ordinance 2001 or any amendment thereof.
8. In order to provide safe and healthy working environment, the Service Provider assures to take all necessary measures for providing adequate security and safety to the persons employed by it.

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

It is agreed between the parties that the Service Provider will strictly comply with aforesaid provisions and failure to comply with the same, non-adherence to PIACL requirements or the provisions of this agreement, the PIACL will be entitled to suspend or discontinue the part/full performance of the agreement until such failure is remedied by the Service Provider to the entire satisfaction of the PIACL. Consequent to this suspension and discontinuation of the service under the agreement for the reasons mentioned hereinabove, may invoke payment of damages by Service Provider to PIACL

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

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

9. The Service Provider shall be fully responsible/competent to take work, appoint, discharge, lay-off, retrench, take disciplinary action, etc. against its personnel employed by it on as and when required basis.
10. It is agreed between the parties that the Service Provider will on a continued basis furnish a complete and comprehensive list of the persons employed by him as and when required by the DGM/Manager HR outsourcing or any other official designated in this behalf.
11. The Service Provider shall at all material times during the operation of this agreement, ensures to act either directly or through the persons employed by him, strictly in accordance with the provisions of this agreement including but not limited to:
 - a) Perform services to the highest standards, ethics & norms.
 - b) Perform in accordance with the standards of care and diligence enforced by the PIACL as good governance and in a transparent manner as laid down.
 - c) Conduct business in an ethical and organized manner.
12. It will be the exclusive responsibility of the Service Provider to ensure that the activities/assignments given by the PIACL to the Service Provider under this agreement are performed by the Service Provider or the persons employed in such a manner whereby the interest of the PIACL is fully protected, secured and PIACL image/goodwill is maintained.
13. Subject to clause 7 “i” of this agreement the Service Provider shall be solely responsible for any death or injury sustained by it or any of its employees whether such death/injury is sustained while providing the services or otherwise, and the Service Provider shall be responsible for complying with all legal requirements in this regard.

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

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

14. The Service Provider shall also be responsible for making good and shall make good at its own cost and expenses and to the entire satisfaction of the PIACL any loss and damage sustained by the PIACL and its employees and/or property within the time specified by the PIACL, which loss / damage may occur or resulting from any act, omission or default of the Service Provider or its personnel. The Service Provider is

responsible inter alia for any shortcoming, loss, theft, damage, or any incident with regards to any or all the movable and immovable properties including without limitation, goods, envelopes or any precious items or article which are carried by outsourced workers all over Pakistan. The Service Provider shall ensure due care and diligence by its personnel towards discharge of obligations by performing duties with PIACL.

15. The Service Provider shall ensure that all employees and persons of the Service Provider abide by the rules and regulations including rules of conduct, safety, security, discipline, dress and cleanliness of the PIACL in force from time to time.
16. Without prejudice to the generality of the foregoing, the Service Provider shall ensure that its employees performing the assignments at the PIACL premises do not smoke, carry match boxes, mechanical igniters or any other means of illumination within the PIACL premises.
17. The Service Provider shall not be deemed to be absolved nor will be treated to be relieved from any contractual obligation under this agreement, in case any approval, consent, instruction comment or advice is given by the PIACL to the Service Provider with regard to any issue related to any provision of this agreement.
18. The Service Provider shall exercise reasonable care and diligence to prevent any factions or conditions, which could result in a conflict with the PIACL best interests or policy.

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

19. The Service Provider shall at all times be responsible for the conduct and behavior of all its employees and the persons assigned for the provision of Manpower services hereunder and shall at all times ensure that no such Outsourced Manpower or person shall commit any misconduct himself or be a nuisance or negligent in the provision of the Services or act or behave against the interests of or in a manner not beneficial for the PIACL. The Service Provider shall ensure that none of its employee or person assigned for the provision of Service hereunder have a police record for any criminal activities or have ever been convicted in any court of law for any criminal act committed by them. The Service Provider shall ensure and provide such adequate documentary evidence to the PIACL with regard to the Police clearance of its employees. Also, the Service Provider shall manage & prepare ID Cards of its own employees in accordance with the format provided by the PIACL and security policy. It is clarified that such information will be required by the PIACL for security purpose only.

20. Both the parties agree and acknowledge that the confidentiality is the essence of this agreement and provisions of this agreement or any other information related to this agreement will be kept highly confidential and that the same will not be disclosed to any person/party and only the relevant part of this agreement or the information will be passed on to the employees, which are necessarily required to be intimated to him related to his services. The parties will also ensure that such person or persons will not further disclose/pass on such information to any third person/party.

21. Force Majeure

- a. Neither party to this agreement shall be liable for delay in the execution of the agreement, or any failure to fulfill any term of the agreement if such delay or fulfillment has been caused by Force Majeure.
- b. Force Majeure for the purpose of the agreement shall mean an occurrence which is beyond the control of the party affected which could not have been overcome or prevented by the exercise of reasonable efforts and diligence.
- c. Among other events, an event shall be deemed to be within the control of Service Provider if:

It is due to a fault or failure of Sub-contractor, unless such fault or failure is due to an occurrence, which is beyond the control of the Service Provider.

- i. Force Majeure shall not include any event if it is due to compliance with any law in Pakistan at the date of agreement or if it arises as a result of weather or site conditions, which are not normal.
- ii. On occurrence of any condition of Force Majeure the party so affected shall immediately give reasonable prior notice of such an event to the other party and promptly confirm that notice by letter, fax and email.
- iii. Use reasonable endeavor to mitigate the effect upon fulfillment of its obligation under the contract and resume full performance of such obligations.

22. The Service Provider shall be bound for payment of Gratuity of its employees as per existing rules, the Gratuity is paid at the rate of One Month Gross Salary per completed year of service, subject to the condition that more than six months service shall be considered as one completed year of service. In case any Outsourced worker is separated before completion of one year service i.e. any time after six months service and has become eligible for payment of Gratuity and Service Provider has paid him Gratuity equal to one month Gross Salary and upon submission of bill same shall be reimbursed by the PIACL. The service Provider shall from time to time provide to the PIACL such information and documents and certificates as the PIACL may require in respect of any or all of the Service

Provider's employees and persons for the time being assigned for provision of the Service hereunder.

23. The PIACL is authorized to deduct from all sums which may from time to time be payable by the PIACL to the service Provider hereunder, the amount of any claims that the PIACL may have against the Service Provider or any other sums that may be owing from the Service Provider to the PIACL hereunder. Similarly, in case where the PIACL provides the facilities of meal & tea through its own cafeteria to the employees of the Service Provider it will at its own sole discretion deduct the amount from the monthly bills submitted by the Service Provider for the purpose of securing payment.

24. ASSIGNMENT

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

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

25. In case of any violation of any term of this Agreement, the PIACL can terminate the Agreement forthwith without giving any notice.
26. The PIACL shall have the right at any time by giving one (1) month's prior notice in writing to the Service Provider to terminate this Agreement.
 - a. If the Service Provider deviates from the arrangements and procedure established by the PIACL from time to time or fails to provide the Service hereunder to the entire satisfaction of the PIACL, the agreement stand terminated without any advance notice.
 - b. If there is any change whatsoever in the constitution of the Service Provider or if the Service Provider is dissolved/winding up, or if the Service Provider or any member of the firm becomes bankrupt or insolvent or enters into any agreement with its creditors or take or suffer any similar action in consequence of debt, the agreement stand terminated without any advance notice.
 - c. If the PIACL in its sole discretion decides that it is in the interest of the PIACL to terminate the agreement.

27. The Service Provider shall not be entitled to any compensation or any other sum whatsoever on account of expiry or termination of this agreement pursuant to clause 25, 26 of this Agreement or for any other reason whatsoever.
28. Upon the termination of this Agreement for whatsoever cause, the Service Provider and his employees and personnel hereunder shall leave the premises after handing over all materials, machinery, equipment, articles and things provided by the PIACL in connection with and for the purpose of the provision of the Manpower Services Agreement to the person designated by the PIACL.
29. The Service Provider shall be responsible for any and all claims of its employees and personnel. The Service Provider shall indemnify and hold the PIACL its Chief/Directors, employees, servant; agents and invitees safe and harmless against any injury, loss, costs, charges and expenses sustained, suffered or incurred by the Service Provider or any employee of the Service Provider or for the payment under any law or contract or Agreement of any sum or sums in connection with the employment of such Outsourced employees and personnel.
30. The Service Provider shall indemnify and hold the PIACL its Management, officers and employees safe and harmless from and against any loss or damage to property or financial loss or other loss or bodily injury sustained by it or them by reason of any willful, careless, or negligent act on the part of the Service Provider or any of its employee or personnel of the Service Provider including any loss sustained by PIACL on account of dishonest acts of the Service Provider or any of its employee or persons.
31. Nothing in this Agreement shall constitute or be deemed to constitute Service Provider or its employees or personnel as the employee of the PIACL or constitute or be deemed to constitute the Service Provider as agent of the PIACL for any purpose whatsoever and the Service Provider shall have no authority or power to bind the PIACL or to contract/agreement in the name of or to create liability against the PIACL in any way or for any purpose whatsoever. The Service Provider shall not incur any liability on behalf of the PIACL or make any contract binding upon the PIACL or give or make or purport to give or make any statement, commitment, warranty or representation on behalf of the PIACL. The Service Provider is and shall always be deemed to be an independent Service Provider in respect of all Manpower services rendered hereunder.

32. DISPUTE RESOLUTION AND GOVERNING LAW

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

Any dispute between the parties relating to this Agreement (the "Dispute") shall be resolved through mutual negotiations in good faith within fifteen (15) days of its so arising. Where the Parties remain unable to resolve the Dispute within said timeline, the same shall be referred to "Chief Executive Officer PIACL" or his designated nominee, as Sole Arbitrator. The Sole Arbitrator will resolve the dispute or any matter arising out of this agreement. The decision of the Sole Arbitrator shall be final and binding on each Party and such proceedings will be governed in accordance with the

provisions of Arbitration Act, 1940. The Arbitration proceedings will be held at Karachi. The parties shall submit to exclusive jurisdiction of the courts at Karachi. The language for arbitration proceedings shall be English.

33. DISCLOSURE - CLAUSE

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works _____ the Seller / Supplier / Contractor hereby

declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor / Service Provider agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of

obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

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

35. Prior to signing of the agreement, the Service Provider shall furnish a performance guarantee/Security deposit of the amount equivalent to **0.5 %** of total bid value of the contract as interest free Security deposit in the form of pay order or bank guarantee which shall be retained by the PIACL throughout the validity of this agreement and after 03 months period after the expiry of this agreement or early termination whatever the case may be.

36. Liquidated Damages / Penalties

1. If the Service Provider fails / delays in performance of any of the obligations, under the Agreement / violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price/Security Deposit/invoices, as liquidated damages, a sum of money @-----% of the total Contract Price which is attributable to such part of the Services / the deliverables, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the PIACL , and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @-----% of the Contract value.

37. Blacklisting

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

38. Forfeiture of Interest Free Performance Security

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
 - a. If the Service Provider commits a default under the Agreement;
 - b. If the Service Provider fails to fulfill any of the obligations under the Agreement;
 - c. If the Service Provider violates any of the terms and conditions of the Agreement.

2. The Service Provider shall cause the validity period of the performance security to be extended for such period(s) as the Agreement performance may be extended. In case the Service Provider fails to submit Security Deposit with extended validity period for such period(s) as the Agreement performance may be extended, an amount equal to **0.5 %** of total bid value of the contract as interest free Security deposit shall be deducted from the payments to be made against the Agreement.
3. If the Service Provider fails / poor/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement/ commits breach of any of the terms and conditions of the Agreement the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Service Provider.
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

39: WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce hereof the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

40: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

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

41: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) This are inserted in this Agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -15 hereof.

42: NOTICE

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

DGM/MANAGER HR OUTSOURCING

Address

PIACL, 49, Blue Area, Fazal-e-Haq Road,
Islamabad

email : hr.outsourcing@piac.aero

AND

Service Provider

Name:

Designation:

Address:

Phone Fax Numbers

email

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

For and on behalf of

For and on behalf of the

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

The Corporation

“The Service Provider”

WITNESS-1

WITNESS-1

WITNESS-2

WITNESS-2

(To be submitted on Rs. 100 Stamp Paper)

General Manager Contract Management
Supply Chain Management Department
Pakistan International
Airlines Karachi

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

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone /Fax# _____ Mobile# _____

CNIC _____

Seal _____

Date _____

Email Address: _____