

HIRING OF GROUND FEEDING SERVICES FOR PROVIDING MEAL SERVICE PIA DIVERTED & DELAYED FLIGHTS PASSENGERS AT ISLAMABAD INTERNATIONAL AIRPORT

INSTRUCTIONS TO BIDDERS

Pakistan International Airlines Corporation hereby invites sealed bids from eligible service providers to present their best offer for the provision of Ground Feeding Services (Meal Service) for its Diverted & Delayed flight passengers at **New Islamabad International Airport**.

Tender documents and RFP can be accessed on following websites.

<https://www.piac.com.pk/corporate/sales-procurement/tenders> and www.ppra.org.pk

Bidders are required to submit their sealed bids on or before **24th January, 2024 till 11:00 PST** at below mentioned address.

Bids will be opened the same day at **11:30 hrs LT** in presence of all participating **venders** who wish to attend.

PIACL reserves the right to reject or cancel one or all Tenders.

In case of any queries, please feel free to contact (TEL: 051-59054127).

Bid documents submitted at following address.

Station Manager
Pakistan International Airlines
New Islamabad International Airport
TEL: 051-59054127
isbkkpk@piac.aero

TERMS AND CONDITIONS

This contract will be for three years, with 90 days Exit Clause.

Tender Opening will be based on “Single Stage Two Envelopes Bidding Procedure”. Accordingly, interested Parties are requested to submit a Single Package containing two separate envelopes titled as “**Technical Proposal**” and “**Financial Proposal**”. The “Technical Proposal” shall have all details of Offer without Rates while “Financial Proposal” shall contain Rates only.

Initially, only the envelope marked as “**Technical Proposal**” will be opened and Technical Evaluation/Site Inspection will be carried out thereafter.

After technical evaluation, the “**Financial Proposal**” will be opened publicly at a time and date that will be communicated through email or phone to the technically qualified parties well in time.

The “Financial Proposal” of Services Providers found technically non-qualified will be returned Un-opened to the respective Service Providers.

- Please note that quoted rates must be firm and final in all respect.
- Payment terms would be (NTD) net thirty days.
- Participant is required to quote rates inclusive all taxes.
- The party shall ensure to supply 150 to 400 breakfast or meal in time with the best hygiene standards.
- Qualified, trained and well behaved staff at service.
- Bid Security/Earnest Money of PKR 100,000 (Refundable) in the form of a Pay Order/Bank Draft is to be submitted with bids in favour of PIACL. Cash or Cross cheques are not acceptable.

PIA will be at liberty to revise the requirement or the whole tender proceedings at any stage.

No tender will be entertained after expiry of the aforesaid date & time. PIA will not be responsible for postal delays or any other reason.

PIA reserves the right to reject any tender in part or full after assigning a reason, however PIA will not be required to justify the grounds of rejection.

Technical Evaluation Criteria

Total Marks	50
Passing Marks	30
Obtained Marks	

S#	Contents	Total Marks	Marks Obtained
1	Experience of the Firm	08	Max. 08
	More than 10 years of experience	08	
	More than 06 years of experience but less than 10 years	05	
	Less than 06 years' experience but more than 03 years	04	
2	Infrastructure / Equipment Availability	14	Max. 14
	Certified Chief / Skilled staff	03	
	Display of crockery/Meal presentation	03	
	Meal Serving at least 300 within 2 hrs notice period	04	
	Hygiene/Infrastructure	04	
3	Food Certifications	12	Max.12
	Food certification from Federal or Provincial Govt.	06	
	HACCP Certificate	03	
	ISO 9001 Certification	03	
4	Production infrastructure with full Equipment	06	Max. 06
	Hot/Cold Kitchen	03	
	Cold Bakery	03	
5	Existing Clientele	10	Max.10
	Currently serving any airline	05	
	Infra-structure within 10 KM from Airport Terminal	05	

Sign : _____

Name: _____

Stamp: _____

Financial Quotations

<u>Description</u>	<u>Menu</u>	<u>Rates</u>
Breakfast		
Refreshment		
Lunch		
Dinner		

Single items

<u>Items</u>	<u>Rates</u>
Water 500ML	
Cold drink	
Tea / Coffee	
Biscuit	
Sandwich	
Juice	

Seal & Signature of Hotel / Restaurant/Bidder: _____

NOTE: Bidders are advised to provide the detail of their offered rates in respect of above seven (04) categories including items of menu, weight, Quantity etc.

Service Provider Detail

Tender Fees: Rs. 10,000/- PIA Cash Receipt/P.O # _____

Bid Security/Earnest Money of PKR 100,000 (Refundable) in the form of a

Pay Order/Bank Draft. P.O/B.D # -----

Hotel /Restaurant Name _____

Address: _____

NTN # _____ GST # _____

Bank Name: _____

Bank Branch/Code: _____ Bank Account # _____

Food Authority Certificate # _____

Contact Person Name / Designation: _____

Off. Tel. Number: _____ Cell Number: _____

Hotel /Restaurant Email Address: _____

Hotel /Restaurant Website URL: _____

One year Bank Statement attested with account maintenance certificate.

Sign : _____

Name: _____

Stamp: _____

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 here in below:-

NOW THIS DEED WITNESSES AS UNDER:

ARTICLE - (1)

SCOPE OF WORK

Duty officer on PIA Transit Cell / Incharge Departure Lounges / Shift Station Manager will "as at when needed / required" inform to Party representative / service provider 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 at number of ground feeding services and any special remarks.

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.

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 and signed.

Party will serve meal / refreshment services to PIA passengers at Departure Lounges / Transit Lounges / Arrival lounges **NIIAP, Islamabad.**

Party will arrange, at its own cost, furnished hot & cold kitchen, crockery, furniture & fixtures, cooling / AC and heating facility, telephone / intercom, and uniformed staff maintain its premises / equipment while provisioning services under this agreement.

Party's cooking & washing environment must be healthy, hygiene, neat and clean, mosquito / bugs free. Party's staff must be wearing neat & clean uniform; they themselves should be hygiene, neat and clean, good mannered, honest and courteous and party must be in possession of their regular medical certificates.

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.

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.

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 and approved by the Station Manager PIA ISLAMABAD for payment to Finance Manager PIA Rawalpindi.

Bills without supporting details shall not be entertained and vouchers /bills payments shall be subject to deletion up to its extent only.

Wrong billing / overbilling shall be subject to deletion of said amount from bill & can be penalized up to the value of 05s of the bill / invoice.

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)

Not with standing 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.

However PIA shall be entitled to terminate this agreement forth with 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).

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

Services to be provided by the party as per “Required Specifications” mentioned in Technical Proposal & Financial Proposal that for main integral part of this agreement.

Sr #	Description	QTY	Rate	Amount
1	Breakfast			
2	Light Refreshment			
3	Lunch / Dinner			
4	Sehri / Aftari			

ARTICLE - (5)

MODE OF PAYMENT /PAYMENTS PROCEDURE/PENALTY / RISK PURCHASE

For all services effectively occupied by PIA passengers, the Party charges PIACL on the basis of rates indicated in this Agreement.

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.

Party will submit bills / invoices to the Station Manager PIA ISLAMABAD designated office with the original meal vouchers duly signed by PIACL’s authorized representative with ledger on fort nightly 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.

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 in voicing / billing.

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.

Furthermore, PIACL may impose a penalty of 20% in case of any violation/incident/poor or sub-standard performance and the same shall be deducted from the current month bill/invoice of the party.

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 under takes 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 under takes 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 Broker age Etc. Payable by the Contractors, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works _____ The Seller / Contractor / Contractor here by 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 broker age, commission, fees etc., paid or payable to any one 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 here to.

The Seller / Contractor/Contract or certifies that it has made and will make full disclosure of all agreements an 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 o circum vent the above declaration, representation or warranty. TheSeller/Contractor/Contractoracceptsfullresponsibilityandstrictliabilityfor 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.

Not with standing 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 time the sum of any commission, gratification, brief, finder's fee or kick back given by the Seller / Contractor / Contract or 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

The 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 the 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
New Islamabad International Airlines
Islamabad
e-mail: isbkkpk@piac.aero

Party

ARTICLE - (11)

PPRA ACT & RULES

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

ARTICLE - (12)

GOVERNING LAWS & DISPUTE RESOLUTION

This agreement shall be governed and interpreted in accordance with Laws of Pakistan. The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Islamabad.

All questions, differences and disputes arising or that may arise in respect to 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.

Not with standing 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 in relation 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

The party shall not sublet, transfer or assign this Agreement to any other party without prior written Permission of PIACL.

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 blacklist 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 breach 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)

PERFORMANCE GUARANTEE AS SECURITY DEPOSIT

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 100,000/= (One Lac Pakistani Rupees) in lieu of Bid Security at sole discretion of PIACL at the time of submission of party's financial bids in this tender.

The Bid Security 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 favor of the party. However, upon successful completion of the contract and early exit, the Security Deposit will be returned within 90 days.

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

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.

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.

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.

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 HERE OF, the parties here unto set their hands on the days, month and they ears mentioned hereinabove.

FOR AND ON BEHALF OF
Pakistan International Airlines Corporation Limited

FOR ON BEHALD OF
The Party

NAME: _____

NAME: _____

CNIC NO. _____

CNIC NO. _____

DESIGNATION. _____

ADDRESS: _____

SEAL. _____

WITNESS 1.

SIGN _____

NAME: _____

CNIC NO. _____

ADDRESS: _____

WITNESS 2.

SIGN _____

NAME: _____

CNIC NO. _____

ADDRESS: _____
