



PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION  
(PIDC)

(Tender of Third-Party Outsourcing Services for Manpower)



PIDC

## Expression of Interest (EOI)

Pakistan Industrial Development Corporation Pvt. Ltd. ("PIDC") intends to procure outsource manpower services for offices in Karachi, Naushehro Feroze, Lahore, Chiniot, Sargodha, Islamabad & Peshawar for which registered HR Outsourcing Services firms having good reputation & relevant expertise are invited to submit sealed Technical and Financial Proposals on Single Stage Two Envelope procedure, as per PPRA rules. Please note that the "MOST ADVANTAGEOUS" method will be used for bid selection.

RFP Documents can be obtained from below address upon payment of Rs. 2,000/- (non-refundable) in the shape of Pay Order in favour of "Pakistan Industrial Development Corporation Pvt. Ltd." up till April 19th 2024 during working hours. This advertisement and RFP documents are available on PIDC and PPRA websites. In case of downloading, the nominated fee shall be submitted at the time of submission of proposals. Bid Security of at least 2% of bid amount (as per calculation shown in Table-B of RFP) should be accompanied with the bid. Bid validity period should be 90 days which may be extended as per PPRA rules.

A pre-bid meeting will be held on **Tuesday 16th April, 2024 at 11:00 AM** in the PIDC Head Office Board Room. Interested Company/firms or their authorized representatives may participate in the pre-bid meeting to raise their concerns.

The interested firms are requested to submit their Technical and Financial Proposals as per the RFP by **April 22nd, 2024** till 11.00 a.m. The Technical Proposals will be opened on the same day at 11.30 a.m. Financial bids of qualified firms will be opened for which date & time will be communicated to qualified bidders. Delayed/ Conditional/ Telegraphic Proposals shall not be entertained.

PID No-K.276/23

### Head Of HR & Administration

Pakistan Industrial Development Corporation Pvt. Ltd.  
2nd Floor, PIDC HOUSE, Dr. Ziauddin Ahmed Road, Karachi-75530, Sindh, Pakistan.  
Ph: 021-3826666-9; Web: [www.pidc.com.pk](http://www.pidc.com.pk)



**PAKISTAN INDUSTRIAL DEVELOPMENT COPRORATION PVT. LTD.**

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**Request for Proposal (RFP)  
For  
Hiring of a Third Party Outsourcing Services Company,**

**Tender No: PIDC/03/2024-01  
Issued at Karachi  
Date: 31<sup>st</sup> March 2024**

**Head Of HR & Administration  
Pakistan Industrial Development Corporation Pvt. Ltd.  
2<sup>nd</sup> Floor, PIDC HOUSE, Dr. Ziauddin Ahmed Road, Karachi-75530, Sindh, Pakistan.  
Ph: 021-38266666-9; Web: [www.pidc.com.pk](http://www.pidc.com.pk)**

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## **1. LETTER OF INVITATION**

**Pakistan Industrial Development Corporation Pvt. Ltd. ("PIDC")** intends to procure outsourced manpower services for its offices in Karachi, Naushehro Feroze, Lahore, Chiniot, Sargodha, Islamabad & Peshawar for which registered HR Outsourced Services provider firms having good reputation & relevant expertise are invited to submit sealed Technical and Financial Proposals on Single Stage Two Envelope procedure, as per PPRA Rules. The "**MOST ADVANTAGEOUS**" method will be used for bid selection.

RFP Documents can be obtained from the below address upon payment of Rs. 2,000/- (non-refundable) in the shape of Pay Order in favor of "**Pakistan Industrial Development Corporation Pvt. Ltd.**" up till April 19<sup>th</sup> 2024 during working hours. This advertisement and RFP documents are available on PIDC and PPRA websites as well. In case of downloading, the nominated fee shall be submitted at the time of submission of Proposals. Bid Security of at least 2% of bid amount (as per calculation shown in Table-B of RFP) should be accompanied with the bid. Bid validity period should be 90 days which may be extended as per PPRA rules.

A pre-bid meeting will be held on **Monday 16<sup>th</sup> April, 2024 at 11:00 AM** in the PIDC Board Room. Interested Company/firms or their authorized representatives may participate in the pre-bid meeting.

The interested firms are requested to submit their Technical and Financial Proposals by **April 22<sup>nd</sup>, 2024** till 11.00 a.m. The Technical Proposals will be opened on the same day at 11.30 a.m. financial bids of qualified firms will be opened for which date & time will be communicated to qualified bidders. Delayed/ Conditional/ Telegraphic Proposals shall not be entertained.

## **2. INSTRUCTIONS TO BIDDERS**

- a. A Company/Firm will be selected after an open, competitive and transparent bidding process in accordance with Public Procurement Regulatory Authority Rules.
- b. A Single Stage, Two Envelopes procedure as per Public Procurement Rules will be adopted.
  - i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the sealed financial proposal and technical proposal.
  - ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" to avoid any confusion.
  - iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
  - iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of PIDC without being opened.
  - v. The vendor is to propose per head service charges inclusive of all services such as staff salary, overtime, annual bonus, group life & health insurance, EOBI & SESSI.
  - vi. PIDC shall evaluate the technical proposals in a manner prescribed under **Table-A** of this document without reference to the price and reject any proposal which does not conform to the specified requirements.
  - vii. During the technical evaluation no amendments in the technical proposal shall be permitted;

- viii. The financial proposal of bids found technically non responsive shall be returned unopened to the respective bidders;
- ix. After the evaluation and approval of the technical proposals, the financial proposals of the technically accepted bids /technically qualified bidders will be opened only in the presence of technically qualified bidders' representatives at a time, date and venue announced and communicated to bidders in advance.
- x. A bid security in the form of a pay order/demand draft of 2% of 3 Years (36 Months) Service Charges (Refundable after submission of Performance Security) must be attached **in a separate sealed envelope** with the technical proposal otherwise the unopened proposals shall be returned and bid will be rejected. Bid Security should be in favor of "Pakistan Industrial Development Corporation Pvt. Ltd."
- xi. Bids should be valid for 90 days from the opening date of proposal which may be extended as per PPRA rules.
- xii. The bidder will be selected after an open, competitive and transparent bidding process.
- xiii. Proposals shall be submitted in English language. All written communications/correspondence will also be in English language.
- xiv. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- xv. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the bidder. The representative's authorization shall be confirmed by power of attorney accompanying with the technical proposal. Proposal should be submitted with a covering letter signed by authorized person.
- xvi. The signed/ stamped Proposal shall be marked "ORIGINAL", and its copy marked "COPY" as appropriate. All copies shall be made from the signed/ stamped original. If there are discrepancies between the original and the copy, the original shall prevail.
- xvii. The Technical Proposal shall be submitted in one original and one copy and Financial Proposal in one original only.
- xviii. At any time after publication and 5 working days prior to the submission deadline, the Client (PIDC) may amend the RFP by issuing an amendment in writing or hoisting the same on PIDC's website.
- xix. All clarifications will be communicated to the registered bidders through e-mail and shall be uploaded on the PIDC website at the specific tender's web page.
- xx. PIDC may reject all bids or proposals at any time prior to the acceptance of a bid or proposal and PIDC shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for their rejection, but is not required to justify those grounds.
- xxi. The bidders shall bear all costs associated with the preparation and submission of their respective bids and PIDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- xxii. The Bidders shall ensure that the documents/information submitted with PIDC is true and correct. Misleading information or any forged document will lead to the termination of service immediately, forfeit of Performance Security and strict legal action will be taken against the candidate and recruitment firm.
- xxiii. Bidders are under obligation to read and understand complete information package/bid documents, PIDC shall not be responsible towards the Bidders for any of their claim or complaint which may arise in result of non-reading or misreading the bid documents/information package by Bidders.
- xxiv. PIDC is the originator of information package/bidding documents, any clarification or interpretation communicated by PIDC, whether in response of a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
- xxv. Bid Security of bidders who do not technically qualify shall be returned with the unopened financial bid.
- xxvi. Bid Security of technically qualified bidders will be released after 10 days upon submission of Performance Security by the successful bidder.
- xxvii. The Successful bidder will be required to submit a 'Performance Security' in prescribed format equivalent to one (1) month's payroll cost in shape of bank guarantee from any Scheduled Bank in Pakistan, within two weeks of the execution of the agreement. If the bidder fails to submit performance/ bank guarantee within one week, the agreement shall be treated as annulled and neither party will be bound by its terms & conditions. It is clarified that the bid security provided by the successful bidder during the bidding process will be released after 10 days of submitting the Performance Security required under this clause. In case of the successful bidder fails to submit the performance guarantee within the specified period, the bid security submitted by them will be forfeited and project will be awarded to the second most advantageous bidder.
- xxviii. The Performance Guarantee shall be valid till the completion of the project from the signing of the contract or any other extended period (if required by the Procuring Agency in writing). Performance Security should be in favor of "Pakistan Industrial Development Corporation Pvt. Ltd."
- xxix. Technical Proposals to be submitted by the applicants shall be in compliance with the requirements laid down in the RFP.
- xxx. A covering letter from the head of the company or an authorized representative of the bidder covering the key features of technical proposal.

### **3. TERM OF REFERENCE (TOR) /SCOPE OF WORK**

Pakistan Industrial Development Corporation Pvt. Ltd. ("PIDC") intends to procure services of Office Helpers, Operators, Electrical Technicians, Pesh Imam, Office Assistants, Housekeepers, Gardeners, Helpers, Drivers, Watchmen, Dispatcher, Supervisors, Caretakers, Skilled Workers, Semi-Skilled Workers, Polish man, Liaison Officer and Maintenance Associate.

The scope of services includes but is not limited to:

<b>Outsourced Manpower</b>		
<b>S. No</b>	<b>Designation</b>	<b>Number of Position</b>
1	Caretaker	3
2	Dispatcher	1
3	Driver	6
4	Electrical Technician	2
5	Gardener	13
6	Helper	14
7	Housekeepers	30
8	Liaison Officer	1
9	Office Assistant	5
10	Operator	3
11	Pesh Imam	1
12	Maintenance Associate	1
13	Skilled Worker	4
14	Semi-Skilled Worker	4
15	Polish man	2
16	Supervisor	2
17	Watchman	8
<b>Total</b>		<b>100</b>

The bidder must satisfy PIDC that it has sufficient technical capacity for the completion of the Project.

The technical capacity of the bidders will be determined through the following parameters:

- a) The bidder should have the requisite team of professionals required to handle outsourced staff.
- b) The bidder should have demonstrable experience of handling, managing and operating similar services in the last Five years.
- c) The bidder should have an effective human resource / payroll management system. Complete system capabilities and utilization must be mentioned in the technical proposal with details of its implementation.

- d) PIDC may increase or decrease number of staff as and when required.

#### **4. Evaluation/Selection Criteria**

PIDC will evaluate the proposals on the basis of their compliance with the RFP, ToR, evaluation criteria, and the point system as specified below.

To qualify, bidders must score an aggregate of 70 marks out of 100 as indicated in Table-A. The applicant must secure at least 50% score in each category. A bidder who obtained minimum passing marks (or above), but fails to fulfill the mandatory criteria will be disqualified.

Attachment of relevant documentary evidence is mandatory in all sections (A & B). In case of non-provision of evidence in any of the requisite, no marks will be awarded.

##### **A. Mandatory Criteria**

Bidders must comply to the below mentioned requirements.

- a. Firm must be registered with the relevant regulatory Govt bodies. Attach certified true copies of registration certificates with relevant mandatory govt. bodies (including SECP).
- b. Bidders must have a minimum 5 years of relevant working experience at national level, in provisioning of human resource consultancy services or execution of projects of similar nature, from the date of registration of the Company / Firm.
- c. The bidder must be an Active Tax Payer and should have a valid NTN and Sales Tax registration. NTN and Sales Tax registration certificates must be provided in the proposal.
- d. Affidavit should be submitted on stamp paper for bidder's firm not being blacklisted nor in litigation by any Government/Semi-Government organization.
- e. Firm should have operations in the major cities of the country (Karachi, Lahore, Islamabad, Peshawar).



## B. Qualification Criteria

### TABLE-A

Sr. No.	Descriptions	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence Attached
1	Firm's Experience	10		10 years and above (Additional 10 Marks)	Valid Registration Certificate / Letter or Declaration of Commencement of Business is required to be enclosed.	
		15		5 years		
		<b>25</b>				
2	List of clients (Public/Private) shall be provided.	10		10 or above (Additional 10 Marks)	At least 5 appreciation/ satisfaction letters from clients.	
		15		At least 5		
		<b>25</b>				
3	Number of outsourced staff on the payroll of the Company	10		1,000 and above	Undertaking required as evidence of stated manpower and client's certificate of the same.	
		15		500 (Additional 10 Marks)		
		<b>25</b>				
4	Average Annual Turn Over in Last 3 Years	10		200 Million and above (Additional 10 Marks)	Attach Copy of Audit Report / Tax Return (last 3 years).	
		15		100 Million		
		<b>25</b>				
	<b>TOTAL MARKS</b>	<b>100</b>				

**Note:** 70% marks of the total score will allow the bidder to qualify for participation in Financial Bid opening. The applicant must secure at least 50% score in each category and meet all mandatory requirements.

**5. Financial Proposal**

**FINANCIAL PROPOSAL SUBMISSION FORM**  
(Should be attached with Financial Proposal only)

[Location, Date]

**Name:** \_\_\_\_\_

We, the undersigned, offer to provide the outsourcing manpower Services for offices in Karachi, Naushehro Feroze, Lahore, Chiniot, Sargodha, Islamabad & Peshawar in accordance with your request for Proposal dated \_\_\_\_\_, and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., 90 days from the Bid Opening date. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of Firm:**

**Address:**

The bidder shall submit Financial Proposals in **separate sealed envelope**. Envelop shall be clearly marked with the following: -

“Tender ID: T-PIDC/03/2024-01

**“FINANCIAL PROPOSAL”**

**“Do Not Open with the Technical Proposal”**

The Financial Proposal shall include the following:

**Sealed Financial Bid and Bid security shall be submitted as under:**

**TABLE-B**

S. No.	Description		Remarks/Clarity
A	Tentatively number of staff of all position	<b>100</b>	
B	Per head service charges, Inclusive of all taxes (Per Month)		
C	Total Service Charges for tentative No. of Staff Per Month		C=A x B
D	Amount of Service Charges for 36 Months		D=C x 36
E	Amount of bid security to be deposited by the bidder (2% of 36 months service charges)		E= DX2%

***Note: The above service charges are inclusive of salary, annual bonus, Over Time, Life & Health Insurance (only for Individual), EOBI/SESSI and uniform, which shall be reimbursable through separate invoice along with supporting challans/documents.***

- a. All prices shall be in Pak Rupees. Bid price should be inclusive of any applicable fee, taxes, duties or charges.
- b. The proposal must remain valid for a period of **90 days** from the bid opening which may be extended as per PPRA Rules.
- c. Taxes will be deducted by PIDC at the time of the payment as per government rules and regulation.

**DRAFT AGREEMENT**

This **Service Staff Supply AGREEMENT** (“Agreement”) is entered into as of the \_\_\_\_\_, 2024 (“Effective Date”)

**BETWEEN**

**M/S ABC** a (Private Limited Company registered under section 32 of the Companies Ordinance, 1984 (XLVII of 1984)) a labor supply contractor having its (registered) office at \_\_\_\_\_ (represented) through its authorized attorney \_\_\_\_\_ son of \_\_\_\_\_, Muslim, adult, holding C.N.I.C No. \_\_\_\_\_ (hereinafter called the “Contractor”, which expression shall mean and include, its successors-in-interest and assigns), of the one part:

**AND**

**Pakistan Industrial Development Corporation Private Limited**, PIDC primarily operates as an infrastructure developer of industrial parks /estates to facilitate industrial growth across Pakistan with its place of business at 2nd Floor, PIDC House, Dr. Ziauddin Ahmed Road, Karachi-75530, Sindh, Pakistan. duly represented through its authorized attorney Mr. \_\_\_\_\_ son of \_\_\_\_\_, Muslim, adult, holding C.N.I.C No. \_\_\_\_\_ (hereinafter called the “Customer”, which expression shall mean and include, its successors-in-interest and assigns) of the other part.

**WHEREAS**, the Contractor is in the labor supply business, supplying inter alia, human resources to the organizations;

**AND WHEREAS**, the Customer requires the contractor to provide the services (defined in Article 1(f) of the agreement) and the Contractor is desirous of providing the desired Services to the Customer;

**AND WHEREAS**, the Parties are executing this Agreement to establish the terms and conditions that will govern their relationship with respect to the Services offered by the Customer and supplied by the Contractor;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and subject to the following provisions, the Customer and the Contractor hereby agree to the following:

**Article 1  
DEFINITIONS**

In this Agreement, unless the context shall otherwise require:

- a. **“Agreement”** shall mean this agreement and includes the Schedules attached hereto;
- b. **“Contractor”** means M/S \_\_\_\_\_. as defined in the recitals;
- c. **“Customer”** means **Pakistan Industrial Development Corporation Private Limited**, as defined in the Recitals;
- d. **“Party”** means either the Customer or the Contractor and **“Parties”** means both of them; and
- e. **“Schedule”** means Schedule 1 or Schedule 2 to this Agreement as may be modified by mutual

consent of the Parties in writing from time to time and “Schedules” shall mean both of them.

- f. **“Services”** means human resources and personnel services, to be provided by the Contractors to the Customer as more particularly described in Schedule 1 hereto.

## **Article 2**

### **APPOINTMENTS AND SERVICES**

- 2.1. The Customer hereby appoints the Contractor on non-exclusive basis for providing the Services on the terms and conditions contained herein.
- 2.2. The Contractor shall provide the Services to the Customer only through the Contractor’s regular or permanent employees, hereinafter referred to as ‘Contractor Employees’ ‘Contractor Employee’, as the case may be and shall include guard(s) and/ or Security Personnel.
- 2.3. The Services shall be provided in accordance with the written instructions of the Customer and during the pendency of the services in the course of the performance of the Services, the Contractor and the Contractor’s Employees shall comply with all instructions of the Customer in respect of the provision of the Services.

## **Article 3**

### **REMUNERATION**

- 3.1. The remuneration payable to the Contractor for the Services performed shall be in accordance with the following provisions:
  - a. Bill/invoice will be submitted on the 23<sup>rd</sup> of current month by the Contractor and (which shall be) reimbursed by Customer within 05 working days after receipt of the bill.
  - b. Contractor will submit separate invoice for Bonus (One Gross Salary) on annual basis by the advice of the customer.
  - c. In case any amount is declared to be disputed in any invoice furnished by the Contractor, such disputed amount shall at the first instance be deducted from the invoice to be decided later through mutual consultation of the parties, however, the agreed and undisputed amount from such bill(s) shall be reimbursed to the Customer instantly.

## **Article 4**

### **REPRESENTATION AND WARRANTIES OF THE CUSTOMER AND THE CONTRACTOR**

- 4.1. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of Pakistan, with full power and authority to conduct its business as it is now being conducted, and has taken all corporate or other actions necessary in to execute, deliver and perform its obligations fully under this Agreement.
- 4.2. Each Party represents and warrants that this Agreement has been duly executed and delivered by one to the other Party and constitutes a valid and binding agreement between the Parties and is otherwise fully enforceable by law against each Party.

- 4.3. Each Party shall comply with all applicable laws, rules and regulations in the conduct of its business and shall procure all licenses, authorizations and approvals necessary to perform its Services as well as to otherwise permit each party to lawfully perform its obligations under this Agreement.

#### **Article 5**

##### **RIGHTS, DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS**

- 5.1. The Contractor shall provide the Services in accordance with the written instructions provided by the Customer from time to time through its duly authorized person(s).
- 5.2. If at any time during the pendency of this Agreement:
- The Contractor's Employee does any act or makes any omission in connection with the Services to be provided under this Agreement, which act of the contractor's employee is in any way contrary to the interests of the Customer; or
  - The Contractor's Employee is in the opinion of the Customer not performing his duties or is unsuited for any of the Services being carried out under this Agreement;

then the Contractor shall, on being so requested by the Customer, withdraw such Employee from providing any further Services under this Agreement, and the Contractor shall immediately replace such Employee with a suitable one to the entire satisfaction of the Customer.

- 5.3. The Contractor agrees that during the tenure of this Agreement, each of his Employee shall be employed only by the Contractor himself and shall neither be employed by the Customer, nor such employee shall represent himself as an employee of the Customer.
- 5.4. The Contractor shall ensure that the Contractor Employees deputed for the provisions of the Services shall be of the highest caliber and suitably qualified and trained to perform the Services.
- 5.5. The Contractor shall ensure that all services performed by the Contractor and the Contractor Employees will be carried out with all necessary and prudent skill and care.
- 5.6. The Contractor shall be exclusively responsible for paying the salary, other emoluments and providing benefits to each contractor employee under consultation of the client.
- 5.7. The Contractors shall be responsible and liable to the customer for all acts and omissions of whatsoever nature, whether as a result of negligence or otherwise committed by any Contractor Employee in the performance of the Services under this agreement.
- 5.8. The contractor shall ensure that the contractor's employee deputed for the provisions of the services to the customer are properly vaccinated and strictly observed the SOP's while performing their duties at their respective locations.

#### **Article 6**

##### **RELATIONSHIP**

- 6.1. Nothing contained in this Agreement shall be construed to establish neither a partnership nor any other cooperative relationship among the Parties nor to create the relationship of employer and

employee between either of the Parties and any of their respective employee's or representatives. It is the express intent and purpose of the Parties hereto that they be independent contractor and customer for any and all purpose and situations. Unless as agreed upon in this Agreement, each Party will, at all times, perform its duties and obligations in accordance with this Agreement. Unless agreed to in writing, neither Party shall charge the other nor commit the other Party to any expense, agreement, payment, debt or obligation except as otherwise expressly provided for by this Agreement.

**Article 7**  
**TERM AND TERMINATION**

- 7.1. The term of this Agreement shall commence on the Effective Date and shall continue till \_\_\_\_\_ unless terminated for any reason listed hereunder.
- 7.2. This Agreement may be extendable and/ or renewable for the term of (\_\_\_\_) years(s) terms subject to mutual consent of the Parties.
- 7.3. Either Party shall have the right to terminate this Agreement without cause upon giving thirty (60) days prior written notice to the other party.
- 7.4. This Agreement shall terminate immediately without liability to either Party upon occurrence of any of the following events:
  - i. The institution of any proceeding by or against either Party: (A) seeking to adjudicate it bankrupt or insolvent, or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors;
  - ii. Either party has a liquidator or trustee appointed over its affairs and such appointment is not terminated and discharged within thirty (30) days of such appointment; or
  - iii. A material breach by either Party of terms of this Agreement which breach is not rectified by the defaulting Party within (30) days of written notice by the non-defaulting Party.
- 7.5. The termination of this Agreement shall be without prejudice to any rights and remedies that may have accrued to either Party prior to the termination of this Agreement.

**Article 8**  
**INDEMNIFICATION**

- 8.1. The Contractor shall indemnify, defend and hold harmless the Customer and its directors, officers and employees from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgements, costs, damages and expenses (including, without limitation, reasonable attorneys , accountants' and expert's fees) arising out of resulting from the breach of any of the terms of this Agreement by the Contractors or as a result of the acts or omissions of whatsoever nature committed by any Contractor Employee .

**Article 9  
AMENDMENT**

9.1. No amendment or other modification of this Agreement shall bind either Party hereto unless made in writing and signed by representatives of both Parties. No waiver of any term or condition hereof or obligation hereunder shall be valid unless made in writing and signed by the Party to which performance is due.

**Article 10  
ASSIGNMENTS**

10.1. The Contractor shall not assign any of its right or obligations under this Agreement (including by merger or other operation of law) without the prior written consent of the Customer and any purported assignment without such consent shall be void. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement or any provision of this Agreement.

**Article 11  
NOTICES**

11.1. All notices, requests, instructions, claims, demands, consents and other communications required or permitted to be given hereunder shall be in writing and shall be construed to have been duly served if below stipulations are followed.  
(a) on the date delivered by hand or by courier service, or by any other messenger,  
(b) upon receipt by facsimile transmission, or  
(c) upon delivery by registered or certified mail (return receipt requested), first-class postage prepaid, to the Parties at the following address:

a. If to the Customer:

Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
Address **2<sup>nd</sup> Floor, PIDC House,  
Dr. Ziauddin Ahmed Road  
Telephone 021-3826666-9**

b. If to the Contractor:

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address \_\_\_\_\_

Or to such other person or addresses as the person to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address shall be effective only if sent in writing and upon receipt thereof).

11.2. If, during the pendency of this agreement, the request for enhancement of salary and/or other emoluments is addressed by the contractor upon the customer, the latter shall proceed the said request of the contractor in accordance with the rules and regulations of the company and



shall intimate the contractor the result thereof after seeking adjudication of the competent authority thereupon.

**Article 12**  
**GOVERNING LAW**

12.1. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of Pakistan.

**Article 13**  
**DISPUTE RESOLUTION**

13.1. In the event of a dispute or claim arising out of or related to the provisions of this Agreement, the Parties agree to resolve their differences through Arbitration in accordance with the Arbitration Act, 1940, as amended. Each Party shall nominate its own arbitrator and the arbitrators shall nominate an Umpire before entering upon the reference. The Parties shall comply with the decision of the arbitration panel or the Umpire as the case maybe. Each Party shall bear its own costs and expenses.

**Article 14**  
**SEVERABILITY**

14.1. If any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**Article 15**  
**WAIVER OF CONDITIONS**

15.1 No claim or right arising out of this Agreement or the documents referred to in this Agreement may be discharged by one Party, in whole or in part, by a waiver or renunciation of such claim or right unless in writing signed by the other Party;

15.2. No waiver that may be given by a Party will be applicable except in the specific instance for which is given.

15.3. The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any Party in exercising any right, power or privilege under this agreement or the documents referred to in this agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other of further exercise thereof or the exercise of any other such right, power or privilege. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

**Article 16**  
**FORCE MAJEURE**

16.1. Force Majeure includes an act of God, government action (whether with or without valid jurisdiction), war, riots, rebellion, insurrection, civil commotion, spread of pandemic disease/ virus, lockdown or any other occurrence that is beyond the reasonable control of either Party. If either Party is unable to perform its obligations under this Agreement as a result of an event of Force Majeure, the Parties shall not be obliged to perform their obligations hereunder (except the Customer for making payments due to the Contractor for Services rendered prior to Force Majeure). The affected Party shall immediately notify the other Party of the event of Force Majeure. If an event of Force Majeure continues for a period of more than 30 days, the affected Party will have the right to terminate this Agreement by written notice to the other Party.

**Article 17**  
**ENTIRE AGREEMENT**

17.1. The Agreement and the Schedules hereto comprise the entire understanding between the Parties and supersedes all previous communications oral or written between the Parties.

**Article 18**  
**COUNTERPARTS**

18.1. This Agreement is executed in two original counterparts, both counterparts shall be deemed to contain the original terms and conditions of the Agreement between the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have dully executed this Agreement on the day and year first mentioned above.

**Pakistan Industrial Development corporation Pvt Ltd.**

\_\_\_\_\_  
Name:  
Title:

**Witnesses:**

1. Signature _____	2. Signature _____
Name _____	Name _____
NIC # _____	NIC # _____

**MS/ABC**

\_\_\_\_\_  
Name:  
Title:

**Witnesses:**

1. Signature _____	2. Signature _____
Name: _____	Name: _____
NIC # _____	NIC # _____

## SCHEDULE 1

### **SCOPE OF SERVICES**

The Contractors shall provide following human resource services to Customer's Head Office, Regional Office, Site Offices and at such other locations as and may be designated by the Customer from time to time.

Outsourced Manpower		
S. No	Designation	Number of Position
1	Caretaker	3
2	Dispatcher	1
3	Driver	6
4	Electrical Technician	2
5	Gardener	13
6	Helper	14
7	Housekeepers	30
8	Liaison Officer	1
9	Office Assistant	5
10	Operator	3
11	Pesh Imam	1
12	Maintenance Associate	1
13	Skilled Worker	4
14	Semi-Skilled Worker	4
15	Polish man	2
16	Supervisor	2
17	Watchman	8
<b>Total</b>		<b>100</b>

#### **Canteen service:**

The Contractor will provide canteen operations and catering service to the satisfaction of the Customer. The scope of such service will include.

1. Preparation and serving of tea, coffee and servicing of refreshment such as biscuits and sandwiches to office staff and guests on designated intervals as well as on demand.
2. Arranging working lunches and dinners as and when required.
3. Washing of all the crockery and cutlery with appropriate detergent on daily basis and keeping the kitchen and dining area immaculately clean and sanitizes to the satisfaction of the Customer.

#### **Driving Services:**

The Contractor will provide driving services to the satisfaction of the Customer. The scope of such service will include:

1. Driving the Customer's official vehicles in conformance with the prevailing traffic laws in Pakistan.
2. Keeping all vehicles immaculately clean by washing them once every day and otherwise keeping them clean both from the inside and outside. Polishing the vehicles twice a month.
3. Arranging monthly maintenance, servicing and checkup of all the vehicles and supervision of any repair & maintenance work whatsoever.
4. For any additional "General Contractual Services" requested by the Customer, the Contractor will provide the same, as may be mutually agreed by both the parties.
5. The Contractor undertakes to provide these services to the Customer's satisfaction, to carry out all the necessary planning, management, supervision and control of these services and provide all requisites for the smooth efficient and regular day-to-day services.

**Duty Timings:**

Timings of all support staff services at all sites/locations shall start from 09:00 AM till 05:00 PM from Monday till Saturday or 08:30 AM to 05:30 PM Monday till Friday. However, the service can also be availed by Customer on weekend and Gazette holidays if so required, on payment of over time.

**CONTRACTOR'S PERSONNEL:**

The Contractor shall provide his personnel proper summer and winter uniforms as approved by the Customer and will ensure a smart turnout of these persons all time on duty. The cost will be bear by the Customer.

The Contractor shall engage its own staff to meet all the Contractors obligations under this agreement.

The Contractors shall at his own cost and expense and in his discretion employ such person as he deems fit to enable him to fulfill his contractual obligation under this agreement. Moreover:

- a. The Personnel shall be suitably qualified, competent, experiences, well-groomed and of good health, conduct and character.
- b. They should be in possession of valid licenses and certification wherever required under the law.
- c. The Contractor assumes full cost and responsibility for these Personnel and shall arrange for them to be present ever day at the location as scheduled.
- d. The Personnel shall always remain under the management control and supervision of the Contractor, and shall for all purpose, be the employs of the Contractor.
- e. The Contactor shall at all times strictly comply with the provisions of labor and other laws which are applicable to his establishment. The Contractor shall be solely and exclusively responsible to discharge his obligations in respect of statutory benefits, payments or compensations to his personnel whether such benefits, payments or compensations are in force at present or which may be introduced subsequently and shall keep the Customer safe and indemnified against any and all claims for payment, benefits compensation from or by and all persons employed by the Contractor or acting for or on behalf of the contractor. It is

clearly understood that the Customer shall not be liable to pay any sum other than that agreed herein.

- f. The Contractor shall replace without delay such persons who may be found by him unsuitable or unfit or work.
- g. Adequate and direct supervision will be exercised by the Contractor over his personnel. The Contractor or his authorized representative shall be present to exert direct control over the Contractor's personnel during the time such personnel are engaged in carrying out the Contractor's Services.
- h. The Contractor shall be solely liable for the maintenance of discipline, personnel and shall make adequate arrangements for the same.
- i. The Contractors shall be personally and exclusively liable for any loss, injury or damage to Customer property and to any of the Customer's personnel and for any claims, or damages resulting from any direct or indirect negligence of the Contractor or its Personnel.
- j. The Contractor's personnel shall be employee of the Contractor and nothing herein nor any act done pursuant hereto by whomsoever shall constitute the relationship of employer and employee between the Customer and the Contractor's personnel and the Contractor's shall at all times indemnify and keep harmless the Customer against all damages and compensation payable or paid and against all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of his Agreement or incidental thereto.

**SCHEDULE 2**

**TERMS OF PAYMENTS**

1. SERVICES TO BE PROVIDED AND CHARGES AGREED ARE AS SPECIFIED HERE BELOW

- Contractor will charge per head as service charges on the total 100 manpower, manpower may be increased or decreased as per requirement and request of the customer.
- The service charges are inclusive of salary, annual bonus, overtime, Life & Health Insurance (only for individual), EOBI & SESSI and uniforms, which shall be reimbursable through monthly invoices along with supporting challan/documents.
- Contractor will submit the separate bill for reimbursement of uniform & shoes charges.
- All charges are inclusive of applicable taxes.

Bill/Invoice will be submitted on the 22<sup>nd</sup> of following month by the Contractor and reimbursed by Customer within 05 working days after receipt of the bill.

1. First Party

**Name:**

**Designation:**

**Organization:**

**Signature:**

2. Second Party

**Name:**

**Designation:**

**Organization:**

**Signature:**

Witnesses:

1 Signature \_\_\_\_\_

Name: \_\_\_\_\_

NIC # \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

NIC # \_\_\_\_\_