

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

M/S. _____

SUBJECT: HIRING OF HOTEL LAYOVER SERVICES FOR PIA TRANSIT, DELAYED, DIAVERTED & CANCELLED FLIGHT PASSENGERS AT LAHORE.

DEAR SIR,

Pakistan International Airlines Corporation hereby invites sealed bids from eligible 2, 3, 4 star hotels and Hotel Management Company to present their best offer for the provision of passenger layover services for its transit, delayed, diverted & cancelled flight passengers at Lahore.

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 bids in sealed envelopes on or before **Thursday April 25, 2024 till 11:00 LT** at following addresses.

Station Manager – PIA
Adderas : Allama Iqbal International Airport, Lahore
TEL # 0092 42 99034 4300 / 0092 42 99240755
lhekkpk@piac.aero

Bids will be opened on the same day i.e. **Thursday April 25, 2024 at 11:30 hrs LT** in presence of all participating hotels who wish to attend.

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

In case of any queries, please feel free to contact.

- Incl: 1. Tender Schedule A) Technical Proposal / Evaluation Criteria & B) Financial Proposal
2. Draft Agreement
3. Undertaking to Execute Contract

INSTRUCTIONS TO BIDDERS

PREPARATION & SUBMISSION OF TENDER

IMPORTANT NOTE:

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

TENDER OPENING:

Tender will be opened on “Single Stage two envelopes” basis. All bidders must submit one sealed envelope containing “Technical proposal and Financial Proposal” **separately** on specified tender opening date/time. The envelope shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion.

Initially only TECHNICAL PROPOSAL will be opened & FINANCIAL PROPOSAL of the qualified bidders will be opened on specified date later on.

TECHNICAL PROPOSAL must have following documents.

- a) Hotel / Restaurant profile.
- b) Copy of GST/STRN/PRA & NTN certificate.
- c) 01 year duly attested Bank statement.
- d) Govt. Authority Certificate.
- e) The outer cover of envelopes should bear address of Station Manager PIA, AllAP Lahore – Pakistan, Tender reference number (REF: PHS/LHE/HL/2024) and company name.
- f) Cash Receipt / Pay Order for PKR 6,000/- in respect of TENDER FEE (non-refundable) in the name of PIACL otherwise Bids will not be entertained.

FINANCIAL PROPOSAL must have following document.

- a) The Schedule duly filled in, signed and sealed.
- b) Pay Order for PKR 200,000/- in respect of EARNEST MONEY (refundable) interest free deposit in the name of PIACL otherwise Bids will not be entertained.

PRICES

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

ACCEPTANCE OF TENDER

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

TERMS AND CONDITIONS

This contract will be for the period of three years, with **90 days Exit Clause**.

Tender Opening will be based on **“Single Stage Two Envelopes Bidding Procedure”**. Accordingly, interested hotels 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 Offers 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 hotels well in time.

The **“Financial Proposal”** of hotels found technically non-qualified will be returned un-opened to the respective bidders.

- PLEASE NOTE THAT QUOTED RATES MUST BE FIRM AND FINAL IN ALL RESPECT.
- ROOM RATES INCLUDE TRANSPORT FROM AIRPORT TO HOTEL AND VICE VERSA.
- PARTICIPANT IS REQUIRED TO QUOTE RATES INCLUSIVE ALL GOVT TAXES.
- PAYMENT TERMS WOULD BE (NTD) NET THIRTY DAYS.
- ATTACH HOTEL PROFILE.
- ATTACH GOVERNMENT LICENSE AND CERTIFICATE.
- CHECK-IN & CHECK-OUT TIMING IS NOT FIXED FOR PIA PASSENGERS.

PIA will be at liberty to revise the requirement or annul 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.

REF: PHS/LHE/HL/2024

TENDER SCHEDULE

A) TECHNICAL PROPOSAL / EVALUATION CRITERIA

REQUEST FOR PROPOSAL					
Specifications				YES	NO
Hotel					
Mandatory/Complimentary Services	Buffet Breakfast OR Any One Buffet Meal Per Room Night				
	Internet/Wi-Fi facility IN ROOM, 24 hours basis				
	Once PIA contacts the hotel for providing accommodation to passengers, the hotel shall be obligated to provide its own accommodation				
	Unless decided between PIA and the hotel passengers will not be accommodated at any other place on behalf of the hotel.				
	One meal will be complimentary if passenger is checked in after breakfast time				
	Allocation of room shall be single occupancy; however, adjustment can be made in case family or group of passenger				
Marks Obtained					
Taxes		05		Room Rates include Taxes	
Transport		15		Room Rates include Transport from Airport to Hotel and vice versa.	
Conformance To Specifications	Suitability Of Location	10 Marks	10	Within 10 Km from airport	
			5	More than 10 Km from Airport	
	Valid Certification	05 Marks	5	4 star	
			4	3 star	
			2	2 star	
	Special Persons Arrangement	06 Marks	2	Lift	
			2	Wheelchair	
			2	Ramp	
	Hotel Amenities	06 Marks	2	Tooth Brush & Paste	
			1	Towel	
2			Shampoo & Soap		

		1	Comb	
No of Rooms Available	10 Marks	10	More than 80 rooms	
		7	Up to 80 rooms	
		4	Up to 40 rooms	
		1	Temperature/Humidity Control (Individual Rooms)	
Other Specification	08 Marks	1	Allocation on higher floors with lowest noise level, situated away from in-house clubs etc	
		1	Fridge	
		3	To make available the services of a Doctor to handle any medical emergency. The hotel shall invoice PIA for medical charges so incurred.	
		1	Pakistani News and Entertainment TV Channels	
		1	Any Other Complimentary Service	
		1	Environmental hygiene	
Hygiene Standards of the hotel	05 Marks	1	Floors and floor coverings	
		1	Bedding	
		1	Common facilities and public toilets	
		1	Personal hygiene of staff	
		1	Security	
Security	05 Marks		Security	
laundry Services	03 Marks		24 hours Service	
Restaurant	07 Marks		24 hours Service	
Past History Of Accommodating PIA Or Other Airline's Passengers	15 Marks	8	Accommodating PIA Passengers	
		7	Accommodating Other Airlines Passengers	

Service Provider Details

Tender Fees: Rs. 6,000/-

PIA Cash Receipt/P.O # _____

Hotel Name _____

Address: _____

NTN # _____ STRN/GST/PST # _____

Bank Name: _____

Bank Branch/Code: _____ Bank Account # _____

Tourism Certificate # _____

Food Authority Certificate # _____

Contact Person Name / Designation: _____

Office Tel. Number: _____ Cell Number: _____

Hotel Email Address: _____

Hotel Website URL: _____

One year Bank Statement attested with account maintenance certificate.

Sign-----

Name-----

Stamp-----

Sign-----

Name-----

Stamp-----

REF: PHS/LHE/HL/2024

B) FINANCIAL PROPOSAL

Hotel Name						
Single Bed	Double Bed	Breakfast	Lunch	Dinner	Refreshment	Remarks

		<u>Complimentary</u>				
		<u>Complimentary</u>				
		<u>Complimentary</u>				

Above rates are in PKR inclusive of all taxes.

Sign-----

Name-----

Stamp-----

REF: PHS/LHE/HL/2024

DRAFT AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan

having its Head Office at Jinnah International Airport Karachi Pakistan (Hereinafter called the "PIACL" and/or "PIA") of the one part

AND

[name of the Hotel], having its head office at _____ (hereinafter referred to as the "Hotel" which expression shall where the context so admits include its successors and assigns) of the SECOND PART.

The PIACL and the Hotel may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

NOW THIS WITHNESSTH AS UNDER

ARTICLE 1: TERM OF THE AGREEMENT

This agreement shall be effective from _____ to _____ unless so owner terminated under the provision of this Agreement and elsewhere. The same is extendable by PIACL if deemed necessary, for another - ___ Days or any term less than it on the same rates term and conditions.

ARTICALE 2: TERMINATION OF THE AGREEMENT

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement without assigning any reason specifically provides hereunder or otherwise, in case of any breach of this Agreement by the Hotel, at any time.

Notwithstanding anything contained in this Agreement, PIACL shall have the right to terminate the Agreement at any time at its option upon giving 30 days written notice to the Hotel without assigning any reason or cause thereof.

ARTICLE-3: PRICES

The Prices quoted by the Hotel at the time of bid shall be locked during the whole period and or during the period extension of this contract The Hotel shall not charge prices for the Services provided/supply and for other obligations discharged, under the Contract, varying from the prices quoted by the Hotel as per below chart

Approved Rates: PIA and the hotel agree to following rates of layover and the meal services mentioned below:

RATE IN PKR INCLUSIVE OF ALL TAXES					
SGLB	DBLB	B/F	LUNCH	DINNER	Refreshment
		COMPLIMENTARY			

PIA agrees to the Hotel for the services supplied by it hereunder as per agreed rates described hereinabove. These rates shall remain firm and final for the duration of this agreement which shall not be enhanced by the Hotel on any account whatsoever.

ARTICLE -4: PAYMENT

Payment in respect of service shall be made on the submission of the invoice on monthly basis along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable services, which are to be drawn strictly in conformity with this agreement.

The payment (s) shall be made to the Hotel after 30 days subject to verification and conformation from the relevant PIACL official that contractual obligations have been satisfactorily fulfilled and after deduction of all required Government taxes or fees levied by federal / Provincial Government or its authorities.

ARTICLE-5: PERFORMANCE GAUARNTTEE AS SECURITY DEPOSIT

Prior to the signing of this this Agreement the Hotel shall deposit in cash PKR 200,000/- as interest free security deposit in lieu of Performance Guarantee with the Authorized Office of PIACL.

PIACL shall have the right to recover / adjust all liabilities of the Hotel from the amount of Security deposit furnished/deposited by the Hotel. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the Hotel after deduction of all the outstanding amounts and/or dues recoverable from the Hotel in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

ARTICLE-5: RECOVERIES

When any amount is recoverable from the Hotel due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /or through Security Deposit including without limitation other lawful means from the Hotel whether due in respect of this or any other Agreement and /or from any other due amount of the Hotel lying with PIACL and the Hotel shall have no objection on recovery of the same by PIACL.

ARTICLE-6 SCOPE OF SERVICES:

In order to ensure certain services level for PIA passengers, the hotel has agreed to provide followings services and meet standards outlined below :-

- I. Hotel shall ensure the complimentary provision of Airport Transportation (Pick & Drop)
- II. Pick & Drop van must have working air-conditioner and heater.
- III. Vehicle used for transportation of passengers must be declared fit and must possess required documents from relevant authorities.
- IV. Hotel must have reasonable facilities (food and infrastructure) for special passengers.
- V. There must be a doctor on panel of the hotel to handle any medical emergency subject to payment by PIA which may be settled in bills.
- VI. There must be working and effective cooling and heating system in hotel, however, centralized cooling and heating system is preferable.
- VII. Power backup system is must and it should be so strong as to provide effective air conditioning during summer.
- VIII. Passengers will be offered a welcome drink on arrival.
- IX. There must be a wash room kit available for each passenger.
- X. A suggestion box will be available at lobby for dropping comment card (will be provided by PIA) for any complaint or suggestion regarding hotel experience.

- XI. Allocation of room shall be single occupancy; however, adjustment can be made in case of family.

ARTICLE – 7 RESPONSIBILITIES OF THE HOTEL

- a. Hotel will also provide the accommodation to PIAC staff and their families (dependents) on same approved rates as of passengers on presentation of a valid PIAC ID card however the concerned PIAC staff /family member shall make the payment directly to the hotel.
- b. Hotel must monthly notify PIAC of total number of passengers provided layover with date & flight numbers via e-mail to lhekkpk@piac.aero & lhek1pk@piac.aero
- c. The Hotel undertakes that he will provide complete services as per RFP and the agreement with PIA as per best industry practices. The quality and standard of services to be provided by the Hotel shall be to the entire satisfaction of PIA.
- d. The Hotel hereby agrees and undertakes that with a view to providing appropriate and first rate execution of all Services under the provisions of this agreement, it shall maintain and agree to deploy sufficient workforce of most competent, efficient, honest, able bodies and experienced persons. However, PIA or its authorized official may ask the Hotel to remove its employee(s) whom in the opinion of PIA or its authorized official is/are undesirable person(s). The Hotel shall immediately remove such employees and provide suitable replacement immediately so as to keep sufficient work force.
- e. The Hotel shall be solely liable for any act or omission in contravention of laws, and PIA shall not be liable for any of its act or omission, if any legal proceedings are initiated against PIA for any act or omission of the Hotel. The cost (including the incidental and the consequential cost) shall be borne by the Hotel and PIA shall have the right to recover the cost from any due amount of the Hotel.
- f. The Hotel accepts total responsibilities for the settlement of all claims resulting from death, injury, burn or accident of any kind to its employees, officers, advisors, agents or any other third person acting for and on its behalf in the discharge of the said services under this agreement.

- g.** If any law requires that one or both the parties register this agreement pursuant to such a law the entire cost of such registration shall be borne by the Hotel including the payment of stamp duty under applicable laws.
- h.** If any loss or damage is caused to PIA's passengers by any employee, officer or representative of the Hotel, such loss shall be made good by Hotel.
- i.** The Hotel warrants that it is independent legal entity working in its own name, account and acknowledges that this agreement does not confer in any manner whatsoever upon it or any individual employed by it, the status of any employee, worker, officer, agent or advisor of PIA.
- j.** The Hotel shall obtain / maintain insurance coverage's for its hotel building, employees and or / third party or any property for any claim arising under any applicable laws from the performance or non-performance or its contractual obligations under this agreement.
- k.** The Hotel further undertakes and agrees to indemnify and hold harmless, PIA, its officers and agents/passengers 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 Hotel , its employees or its agent.
- l.** All the above said liabilities of the Hotel are without prejudice to its other present / future liabilities arising from this agreement whether due to the performance and / or non-performance of its contractual obligations or otherwise.
- m.** If the standard of services provided by the Hotel is not upto the standard acceptable to PIA then PIA may get the required services performed through other ways and means at the cost and risk of the Hotel and the expenditure incurred on obtaining such services (risk purchase) shall be deducted from amounts due from PIA to the Hotel. If the services provided by the Hotel are not satisfactory at the sole discretion of PIA representative then any of its authorized official may impose a penalty not exceeding 10% of the total monthly bill for that month, moreover, PIA shall be at liberty to terminate this agreement without any notice. In the event of such termination entire security deposits of the Hotel shall be confiscated by PIA.

ARTICLE-8: INDEMNITY

The Hotel undertakes and agrees to indemnify and hold harmless PIA, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non-performance or poor performance of any services under this Agreement by the Hotel, its employees or its agents or otherwise. In any case, the obligation on the part of the Hotel to indemnify shall not be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc are proven to have been attributable solely to the Hotel.

ARTICLE-9: INSOLVENCY AND BREACH OF CONTRACT

Should the Hotel be adjudicated insolvent or made to enter into any agreement for composition with the 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 Hotel shall be liable to the confiscation of security deposit and for any extra expenses which it might incur but it shall not be entitled to any gain or compensation from PIACL.

ARTICLE-10: FORCE MAJEURE

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Hotel shall, immediately by written notice served on PIACL, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Hotel shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

ARTICLE-11: CORRESPONDENCE

The Hotel will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Dy. General Manager _____ and General Manager _____ regarding any matter arising from this or any other agreement with PIACL. The Hotel may carry on correspondence with the designated officials of the user department if so directed by authorities.

ARTICLE-12: 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 at the addresses set forth below.

GENERAL MANAGER (_____)

Address

PIA .Karachi Airport.

Karachi-75200

Karachi

OR

Dy. General Manager (_____)

address

PIA .Karachi Airport.

Karachi-75200

Karachi

Hotel

Name:

Designation:

Address:

Phone / Fax Numbers / Email

ARTICLE -13: BRIBE

Any bribe, commission, gifts or advantages given ,promised or defrayed by/or on behalf of the Hotel or his Partner Agent or Servant or anyone on its behalf to any Officer, Servant Representative or Agent of PIACL for showing or for bearing to show favour of disfavor to any person in relation to this or any other agreement as aforesaid shall subject the Hotel to the cancellation of this and all or any other contract and also to the payment of amount to be decided by PIACL as damages and the this decision in this respect shall be final and binding on the Hotel .

ARTICLE -14: NO BROKER

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation 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 whomsoever. The Hotel agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which may be suffered by, accrued against ,charges to or are recoverable from PIA and which arises out of the Hotel 's action (s) or negotiation(s) with or in respect to Broker (s) or agents(s). Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and / or fees of any kind have been made by the Hotel to any Broker (s) or agent(s) or persons or entitles whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Hotel.

ARTICLE -15: ASSIGNMENT

1. The Hotel shall not assign or sub-contract its obligations under the Contract, 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 Hotel including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.
2. The Hotel shall guarantee that any and all assignees / subcontractors of the Hotel shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

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

ARTICLE – 16: DISPUTE RESOLUTION

1. The PIACL and the Hotel shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty working days, from the commencement of such informal negotiations, the PIACL and the Hotel have been unable to amicably resolve a Contract dispute, either party may, require

that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The seat/place of arbitration shall be at Karachi, Pakistan. The award shall be final and binding on the parties.

ARTICLE -17: STATUTES AND REGULATIONS

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Hotel shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

ARTICLE -18: TAXES AND DUTIES

The Hotel shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

ARTICLE -19: LIQUIDATED DAMAGES / PENALTIES

1. If the Hotel fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract 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 Price.

ARTICLE -20: BLACKLISTING

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

ARTICLE -21: 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 Hotel commits a default under the Contract;
 - b. If the Hotel fails to fulfill any of the obligations under the Contract;
 - c. If the Hotel violates any of the terms and conditions of the Contract.
2. The Hotel shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Hotel fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Hotel fails / poor/ delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Hotel .
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.

ARTICLE -22: 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.

ARTICLE -23: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

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

ARTICLE - 24: INTEGRITY PACT

INTEGRITY PACT / DISCLOSURE CLAUSE Declaration of Fees, Commissions and Brokerage Etc. Payable by the Contractors, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works _____

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

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

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

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

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Contractor / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Contractor / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

ARTICLE - 25: 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) These 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 been made in the accordance with the Article -15 hereof.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY
MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

<p>For on behalf of Pakistan International Airlines</p> <p>Signature & Seal Name Designation</p>	<p>For on behalf of Hotel</p> <p>Signature & Seal Name Designation</p>
<p>WITNESS:</p> <ol style="list-style-type: none">1. Signature2. Name (IN BLOCK LETTER)3. N.I.C No.4. Address	<p>WITNESS:</p> <ol style="list-style-type: none">5. Signature6. Name (IN BLOCK LETTER)7. N.I.C No.8. Address

REF: PHS/LHE/HL/2024

UNDERTAKING TO EXECUTE CONTRACT

Station Manager
Pakistan International Airlines Lahore

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and undertake to do following in the event our / my tender for provision of hotel layover services for PIA transit / delayed / diverted / cancelled flights passengers at Lahore in case it is approved and accepted.
2. That we/I are/am fully authorized from my hotel competent authority (copy of authority letter is attached) to enter into and execute the tender/formal contract, a copy of which has been supplied to us/me, receipt whereof is hereby acknowledge and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days as and when required by PIACL to do so.
3. That we/I are/am capable for provision of hotel layover services for PIA passengers at Lahore.
4. That all expense in connection with the preparation and execution of the contract including printing/stamp duty will be borne by us/me.
5. That we/I are/am depositing amount PKR 6,000/= (non-refundable) along with Technical Proposal in this tender as Tender Fees (non-refundable) in shape of PIA Cash Receipt and amount PKR 200,000/= (interest free) along with Financial Bid in this tender as Earnest Money in shape of Bank Pay Order in favour of PIACL.
6. That in event of our/my failure to execute the formal contract within agreed period specified by PIACL the earnest money held by PIACL shall stand confiscated by PIACL and we/I shall not question the same.
7. That the Earnest Money deposited with PIACL will be converted to/retained with PIACL as Security Deposit in case my/our hotel's/restaurant's technical/financial bids submission in this tender are approval by the competent authority/forum of PIACL for formal contract/agreement execution and same amount will continue to be held by PIACL until three months (90 days) after expiry/termination of the contract /agreement period.

Tenderer's Signature _____

Name in full : _____

Designation: _____

Contact # _____

Seal: _____

Hotel Name / Address: _____

Hotel/Restaurant Phone # _____

CNIC # _____

Hotel Email: _____

Date: _____