

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

M/S _____

Subject: CONTRACT FOR HIRING HOTEL SERVICES FOR PIA TRANSIT / DELAYED /
DIVERTED / CANCELLED FLIGHTS' PASSENGERS AT LAHORE

Dear Sirs,

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

A) SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In Single Stage Two Envelope Basis** addressed to Station Manager PIA Lahore by **THURSDAY / NOVEMBER 07, 2019** through registered mail / courier at following address latest by 10:30 hours PST on the specified date:

Station Manager PIA,
Allam Iqbal International Airport
Level III, Lahore.
Ph: 042-99034-4300 / 4422 / 4304
Email: lhekkpk@piac.aero

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

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

3. Agreement will be made for three years, extendable for another two terms on same rates, terms & conditions basis subject to mutual consent & satisfactory performance of the Hotel.

B) PREPARATION OF TENDER

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

Financial Proposal must have following document.

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

Technical Proposal must have following documents.

- a) Company profile, Copy of GST & NTN certificate along with last 2 years audited annual Accounts/Report & 1 year duly attested Bank statement. The outer cover of envelopes should bear address of Station Manager PIA, AllAP Lahore - Pakistan, Tender reference number, opening date and company name.
- b) Cash Receipt / Pay Order for PKR 3,000/- in respect of **TENDER FEE (non-refundable)** in the name of PIACL otherwise Bids will not be entertained.

PRICES

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all taxes & GST to be mentioned separately.
- b) The Prices mentioned in the tender will be treated as firm till the completion of Contract.
- c) The Prices must be stated for each item separately both **in words and figures**. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 90 days.
- e) Quotation must be written on PIA prescribed form otherwise Bids will not be entertained.

ACCEPTANCE OF TENDER

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

Yours truly,

For Pakistan International Airlines

(SYED ALI ASGHAR ZAIDI)

Station Manager PIA Lahore

Encl:

- 1. Tender Schedule-A**
- 2. Undertaking**
- 3. Draft Agreement**

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

A) Technical Proposal / Evaluation Criteria

Hotel Name: _____

Address: _____

Contact Person: _____ Off. Tel.Number: _____

Cell Number: _____

Email Address: _____

Hotel Resv. Email: _____

Hotel Website: _____

Required Specifications			Hotel Remarks/ "Yes or No"	
Mandatory Facilities	One meal	Buffet Breakfast OR Any One Buffet Meal Per Room Night accumulative		
	Wifi / Internet	Complimentary Internet/Wi-Fi facility IN ROOMS, 24 hours basis.		
	Obligated to accommodate	Once PIA contacts the hotel for providing accommodation to passengers, the hotel shall be obligated to provide its own accommodation		
	Stay other than hotel	Unless decided between PIA and the hotel passengers will not be accommodated at any other place on behalf of the hotel.		
	Complimentary meal	One meal will be complimentary		
	Single occupancy	Allocation of room shall be single occupancy; however, adjustment can be made in case family or group of passengers.		
Room Rates must include all kind of applicable taxes.				
Operational Facilities	65 marks	10	Number of Rooms available i.e. for more than 40 Rooms (10 marks) and so on...	
		10	Hotel amenities: Tooth brush+paste, shaving kit, shampoo/conditioner, comb, soap, body lotion etc.	
		10	Special Persons arrangement i.e. availability of lift/ramps & wheel chairs etc.	
		10	Room rates include TRANSPORT	

			from Airport to Hotel and vice versa	
		05	Environmental hygiene, floor covering, bedding, common facilities in toilets as well as personal hygiene of staff.	
		05	Valid Certifications i.e 05 Star, 04 Star, 02-03 Star etc.	
		05	Other facilities i.e. Fridge, Pakistani News & Entertainment TV Channels, Complaint Management System etc.	
		05	To make available the services of a Home Doctor in extreme emergency situations & invoicing same to PIA	
		05	24 HOURS Laundry Services & an in-house dining facility.	
Past history of accommodating layover PAX	13 marks	13	Accommodating PIA as well as other airline's passengers	
		8	Accommodating only other airlines passengers	
Suitability of Location	12 marks	12	Within 15 KM of Airport	
		06	More than 15 KM of Airport	
Security Environment	10 marks	05	External Security	
		05	Internal Security	
Total Marks	100		Minimum Marks to Qualify: 65	

Seal & Signature of Hotel/Bidder _____

(B) Financial Proposal

Name of the Hotel: _____

Particulars	To be filled by Hotel
Currency of Payment	
Rates of Single bed including all applicable taxes	
Rates of Double bed including all applicable taxes	
Breakfast	
Lunch	
Dinner	
Refreshment	
Any other additional charges to be mentioned with its title	

Note: Room rent for short layover (up to six hours stay) shall be charged at 50% (fifty percent).

Seal & Signature of Hotel/Bidder _____

UNDERTAKING TO EXECUTE CONTRACT
REF: PHS/LHE/HOTAC/01/19

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 hiring hotel services for PIA transit / delayed / diverted / cancelled flights passengers at Lahore in case it is approved and accepted.
2. That we/I will enter into and execute the formal contract, a copy of which has been supplied to us/me, receipt whereof is hereby acknowledge and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days asand when required by PIACL to do so.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I are /am depositing the amount PKR 150,000/= along with Financial Bid in this tender as Earnest Money in shape of Pay Order / Cash Receipt to PIACL.
5. That in event of our / my failure to execute the formal contract within agreed period specified by PIACL the earnest money held by PIA shall stand confiscatedby PIACL and we / I shall not question the same.
6. That the Earnest Money deposited with PIACL will be converted to / retained with PIACL as Security Deposit in case my / our hotel's technical/financial bids submission in this tender are approval by the competent authority / forum of PIACL for formal contract/agreement execution and same amount will continue to be held by PIACL until three months after expiry of the contract /agreement period.

Tenderer's Signature _____

Name in full : _____

Designation : _____

Address : _____

Phone # : _____

CNIC # : _____

Seal : _____

Date : _____

AGREEMENT TERMS & CONDITIONS
REF: PHS/LHE/HOTAC/01/19

**CONTRACT FOR HIRING HOTEL SERVICES FOR PIA TRANSIT / DELAYED / DIVERTED /
CANCELLED FLIGHTS' PASSENGERS AT LAHORE**

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 "Hotel").

Whereas PIACL hereby grants contract to the Hotel and Hotel 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 in their property.

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

NOW THIS DEED WITNESSES AS UNDER:

ARTICLE - (1)

SCOPE OF WORK

- a) Duty officer on PIA transit cell will talk to hotel representative prior to the arrival of expected transit passengers and for delayed/diverted flight passengers regarding the availability of the rooms in hotel via email OR phone and shall maintain a register for this purpose and write the response from the hotel, either room available or not, hotel representative whom he/she contacted, date, time, any special remarks.
- b) If hotel refuses the layover, the refusal entries from the hotels should be recorded in register regarding hotel representative whom he/she contacted, date, time, and refusal reason followed by a formal email to hotel for record purpose.
- c) Once hotel accepted the layover, then duty officer on PIA transit cell will issue appropriate layover voucher (hotel authorization slip) completely filled & signed and send the passenger to hotel.
- d) Layover vouchers may only be sent later, in case there are more than 10 passengers waiting in queue for hotel accommodation at the same time. Hotel will provide list of such passengers with details of their names, ticket numbers,

- arrival/departure flight, date & sector to PIA transit cell for preparation of layover voucher.
- e) PIA non-revenue/staff tickets passengers and their families will be accommodated in hotel after presentation of PIA ID Card / PIA Family ID Card on same approved rates as that of layover passengers but PIA transit cell officer shall not issue any layover voucher to hotel for PIA non-revenue/staff ticketed passengers & their families instead they shall themselves pay the hotel dues directly to hotel. So hotel in any case shall not bill PIACL for such invalid charges.
 - f) Hotel will transport passengers by its own transport or by its hired transport to&from AllAP Lahore for layover at Hotel.
 - g) Hotel will serve complementary welcome drink to passengers.
 - h) Hotel will serve one meal on complementary basis (breakfast/lunch/dinner) whatever is opted by hotel.
 - i) Hotel must have spacious lobby with adequate seating arrangements where passengers could wait for a while before actually entering the hotel room or leaving the hotel.
 - j) Hotel will provide, at its own cost, furnished accommodation to passengers with (but not limited to) furniture & fixtures, cooling/AC & heating facility, TV with adequate channels, internet facility, pillows, Guest's seating, telephone/intercom.
 - k) Hotel rooms and washrooms environment must be healthy, hygiene, neat and clean, mosquito/bugs free.
 - l) The Hotel shall at its own cost maintain its premises / equipment while provisioning services under this agreement.
 - m) Hotel staff must be wearing neat & clean uniform; they themselves should be hygiene, neat& clean, good mannered, honest & courteous.
 - n) Hotel, its co-parterres, or employees shall in no case be considered the co-partner, or employees of PIACL neither they will act like that.
 - o) The wages, any fringe benefits, allowances of Hotel's staff whatsoever shall be sole liability of the Hotel and shall be governed under labor laws of Pakistan. Such remunerations shall be paid by Hotel him/herself directly to his/her employees without involving PIACL.
 - p) Hotel will submit its monthly invoices in two terms (on fortnightly basis) attached with layover vouchers, passenger ticket copies, and passport copies (CNIC copy for domestic flights) as supporting documents on mandatory basis duly verified & approved by the Station Manager PIA Lahore for payment to Finance Manager PIA Lahore.
 - q) Bills without supporting documents shall not be entertained and vouchers/bills payments shall be subject to deletion up to its extent only.
 - r) Wrong billing/overbilling shall be subject to deletion of said amount from bill.

ARTICLE - (2)

DURATION OF THE AGREEMENT

This agreement shall remain valid for three years w.e.f. _____ to _____ unless sooner terminated under the provisions of **Article -3** of this agreement. (Extendable for another two terms on same rates, terms & conditions)

ARTICLE - (3)

TERMINATION OF THE AGREEMENT (EXIT CLAUSE)

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

ARTICLE (4)

SERVICES AGREED TO BY HOTEL FOR PIA TRANSIT/DELAYED/DIVERTED/CANCELLED FLIGHTS PASSENGERS

- a) Services to be provided by the hotel as per “**Required Specifications**” mentioned in **Technical Proposal** that forms an integral part of this agreement.
- b) PIA staff & their family members shall also be provided services by hotel as per approved rates for PIA passengers on presentation of valid PIA ID Card / PIA Family ID Card however they shall pay all hotel dues by themselves from their own pocket at check-out without any liability on PIACL.

ARTICLE - (5)

MODE OF PAYMENT

i. For all rooms effectively occupied by PIA layover passengers, the Hotel charges Airline on the basis of rates indicated in this Agreement.

ii. Hotel will submit bills/invoices to the Station Manager PIA Lahore’s designated office with the original daily layover vouchers duly signed by PIACL’s authorized representative with ledger on fortnightly basis, bearing the name of each passenger (flight wise, date, sector), ticket number who has stayed in the Hotel along with copies of passenger ticket & passport (CNIC or Boarding Card for delayed/diverted flight or domestic flight), for the purpose of reconciling and verification by PIACL and for audit compliance. Any invoices/bills submission without complete supporting documents shall be treated as invalid/wrong billing. Such bills/invoices will be scrutinized there before sending same to PIA Finance Lahore office (after updating / deduction of wrong/invalid/overbilling amount) for further payment purpose.

iii. PIACL shall make payment of room rent & meal rates after deducting all applicable taxes. All other expenses incurred by any passenger (which are not admissible as per this agreement) shall be paid by the concerned passenger/s his/her/themselves to hotel at his/her/their check-out.

iv) PIACL will settle the invoices of each month submitted by the hotel within the period of 30 days of its receipt.

ARTICLE - (6)

HOTEL'S OBLIGATION

The hotel undertakes and agrees that in the performance of its contractual obligations assumed by it under this agreement, it shall fully comply with all the applicable laws, rules and regulations and customs prevailing from time to time in the country including but not limited to payment of wages / allowances, insurance of the employees and workers, their medical attention, gratuity, grant of annual sick and casual leave and other rights, facilities and benefits to which employees may be entitled to and hereby expressly agreed and understood by the hotel that all responsibilities to its employees in this regard are its liability and the grant of any such rights, facility or benefits to its employees at any time whether under any existing or future law or otherwise **shall not result in any additional cost to PIA.**

ARTICLE - (7)

INDEMNIFY

The hotel further undertakes and agrees to indemnify and hold harmless, PIA, its officers and agent from and against any and all claims, demand, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this agreement by the Hotel, its employees or its agent or otherwise.

ARTICLE (8)

ALLOCATION OF ROOMS

- i. All rooms will be based on Single / Family / Group occupancy basis as specified.
- ii. Approximate Rooms to be provided per day / week on PIACL as & when requirement basis.

ARTICLE - (9)

CHECK-IN/CHECK-OUT TIMINGS

- a) A **Check-in/Check-out Window** is required that allows Count of Room / accommodation actually starts at the time PIA passenger's Checks-in & check-out of the hotel.
- b) A **Check-in/Check-out Window** shall be considered as **SHORT LAYOVER** for count of Room / accommodation when actual time of PIA passenger's Checks-in & check-out is up to 06 hrs stay in the hotel.

ARTICLE - (10)

PAYMENTS / PENALTY

- a) In consideration of services provided hereunder, PIA agrees to pay, as per payment schedule, to the hotel for the services described under this agreement.

SERVICE	SINGLE BED ROOM	DOUBLE BED ROOM	TRANSPORT TO/FROM AIRPORT/HOTEL	BREAKFAST	LUNCH	DINNER	REFRESHMENT
RATE IN PKR (INCLUSIVE OF ALL TAXES)			COMPLIMENTARY	COMPLIMENTARY			

- b) Short Layover (up to 06 hours stay) shall be charges @ 50% (fifty percent) room rent.
- c) In case of sickness of any passenger during stay, expenses on medicine, doctor visits, related taxi expenses, will also be billed to PIA.
- d) Expenses on meals or other expenses not covered by this agreement will be billed to / recovered directly from the individual concerned without invoicing/billing to PIA.
- e) Each PIA staff & his/her family shall make all of the hotel payments at check-out time directly to the hotel in accordance with the invoices/bills of the hotel. Any such invoicing/billing to PIA by the hotel shall be subject to amount deduction up to extent of such invalid/wrong invoicing/billing.
- f) If the services provided by the hotel are not up to the standard/acceptable to PIA, then PIA may get the required services performed through other ways and means at risk and cost of the hotel. The expenditures incurred on obtaining such services shall be deducted from the amounts due from PIA to the hotel.
- g) Furthermore, PIA may impose penalty of up to **PKR 15,000/=** in case of any violation/incident/poor or the sub-standard performance and same shall be deducted from the bills / invoices of concerned hotel.

ARTICLE - (11)

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 - (12)

AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the Hotel shall be deemed to warrant that he /she has the authority to do so from hotel, 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 - (13)

CORRESPONDANCE / NOTICE

The hotel 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 Lahore or his/her nominated official/s regarding any matter arising from this or any other Agreement with PIA.

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 PIAHotel: _____

Room No. 3135, 3rd Floor, _____

Allama Iqbal International Airport, Lahore _____

e-mail: lhekkpk@piac.aero _____

Tel: 042-99034-4300 _____

Fax: 042-99240748 _____

ARTICLE - (14)

PPRA ACT & RULES

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

ARTICLE - (15)

GOVERNING LAWS & DISPUTE RESOLUTION

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

- d) Notwithstanding anything in this agreement PIA may continue to utilize subject matter services of the agreement from Hotel during the pendency of the Arbitration.

ARTICLE - (16)

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, diversion of plane due to bad weather conditions, act of public enemy, war, rebellion, insurrection, fire, accident, act of God and act of state.

ARTICLE (17)

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-Hotel.

ARTICLE (18)

LIABILITY

The Hotel 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 (19)

INSURANCE

The Hotel shall take out at its own expense, from insurance companies of international reputation and maintain in force throughout the term of the agreement, insurance policy covering in full its civil and professional liability with regard to its obligations as defined in the present Agreement.

ARTICLE (20)

BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or on behalf of the hotel, of his partner, agent or servant or any on its behalf to any officer, servant, representative or agent of PIA for showing or for berating to show favor or

disfavor to any person interrelation to this or any other agreement with PIA, shall subject the hotel to the cancellation of this and all or any other contracts.

ARTICLE - (21)

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. Hotel agrees to indemnify and hold harmless PIA 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 Hotel's actions or negotiations with or respect to brokers or agent.

ARTICLE - (22)

SUB-LETTING THE ASSIGNMENT

The hotel shall not sublet, transfer or assign this agreement to any party.

ARTICLE - (23)

COMMENTS BOOK

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

ARTICLE - (24)

ASSIGNMENT AND EXCLUSIVITY

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

ARTICLE - (25)

INSOLVENCY AND BREACH OF CONTRACT

Should the contractor 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 hotel 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 - (26)

SECURITY DEPOSIT / EARNEST MONEY

- a) The hotel was required to provide a Pay Order in the name of Pakistan International Airlines Corporation Limited or Cash Receipt of equivalent to PKR 150,000/=(one lac fifty thousand Pakistani rupees) in lieu of Earnest Money at sole discretion of PIACL at time of submission of hotel financial bids in this tender.
- b) The Earnest Money amount is converted into / retained as Security Deposit amount by PIACL for said contract/agreement due to successful approval of technical/financial bids of hotel by the competent authority/forum for awarding contract/agreement in this tender in favour of the hotel. However, upon successful completion of the contract and not further extended, the Security Deposit will be returned within 90 days.
- c) PIACL shall always have lien to this security deposit to recover any amount in case the hotel 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 hotel from the amount deposited/furnished by the hotel.

ARTICLE - (27)

MISCELLANEOUS

- a) This agreement supersedes all prior agreements and understanding relating to the subject i.e. all previous contracts/agreements/understandings stands cancelled/terminated with immediate effect and only this agreement's rates, terms, conditions will be executed henceforth as mentioned in Technical/Financial approved bids, tenderer's undertaking, integrity pact clause, and the draft agreement. All terms and conditions of the tender documents are valid to the extent that they are not repugnant with the terms and conditions of this agreement.
- b) Titles are inserted in this agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of agreement and / or not to be deemed an integral part thereof.
- c) This agreement terms & rates shall not be varied, modified, altered, amended or supplemented etc except by the mutual consent by both parties in writing. However at any stage of agreement, Govt. taxes (if revised) would be accounted for whether increased or decreased.

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

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

FOR & ON BEHALF OF
Pakistan International Airlines Corporation Limited

FOR & ON BEHALF OF
The Hotel

NAME _____

NAME _____

CNIC NO. _____

CNIC NO. _____

DESIGNATION _____

DESIGNATION _____

SEAL _____

SEAL _____

WITNESS 1:

WITNESS 1:

SIGN _____

SIGN _____

NAME _____

NAME _____

CNIC NO. _____

CNIC NO. _____

ADDRESS _____

ADDRESS _____

WITNESS 2:

WITNESS 2:

SIGN _____

SIGN _____

NAME _____

NAME _____

CNIC NO. _____

CNIC NO. _____

ADDRESS _____

ADDRESS _____
