

TENDER REF: SM/PHS/PEW/34/19

TENDER NOTICE

HIRING OF HOTEL SERVICES FOR ACCOMMODATING PIA TRANSIT & DELAYED FLIGHT PASSENGERS AT PESHAWAR

PIA Peshawar Station invites sealed quotations from well established/reputed Hotel /Motel Service providers for their transit & delayed flight passengers on annual rates running contract basis for a period of TWO years effective from date of approval and extendible for a another one year on mutual consent upon satisfactory performance.

Sealed quotations/bids are invited on” **Single Stage Two Envelopes Basis** “from well reputed/GST registered firms/parties/service providers. Tender form along with a list of services required, security deposits, terms & conditions can be download from website and may obtained from Station Manager Ist Floor Bacha Khan Airport, Peshawar against tender fee **Rs. 2,000/-** (non refundable) on working days from August 23, 2019 and onward.

Tender/Quotation form/bids must be dropped in the tender Box placed in the office of Station Manager Ist Floor Bacha Khan Int'l Airport, Peshawar on/ before 10.30 hrs **September 16, 2019** and will be opened on same date at 11.00 hrs in the presence of all tenderers.

Bidders must submit two sealed envelopes marked “Technical proposal” and “Financial Proposal” along with tender ref in tender box separately. Technical proposal must contained product literature/specification, GST & NTN certificate; tender fee (pay order/CR) will be opened on same date, whereas financial proposal envelope remained sealed till finalization of technical evaluation report by PIA Management. After the technical evaluation report, accepted bidder(s) would be called for financial proposal opening while the not-recommended party(s) envelopes would be returns as it is.

PIA reserves the rights to accept/reject/hold any or all bidder tenders, divides business among the vendors/suppliers or extends the opening date under PPRA rules.

Tender Notice can also be downloaded from both www.piac.com.pk & www.ppra.org.pk
For further detail and assistance, bidder(s) may contact under signed during working hrs.

Station Manager
PHS PIA Ist Floor Bacha Khan
International Airport, Peshawar
Ph: 091-9213365 /2269
Email: pewkkpk@piac.aero

REF: SM/PHS/PEW/34/19

Date: 23-08-2019

Invitation for Bids

**HIRING OF HOTEL SERVICES FOR ACCOMMODATING PIA TRANSIT &
DELAYED FLIGHT PASSENGERS AT PESHAWAR**

M/S _____

Dear Sirs,

We are pleased to invite your sealed tenders for the item mentioned above. In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender / supplies are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to Station Manager PHS PIA Ist Floor Bacha Khan Int'l Airport, Peshawar latest by **September 16, 2019 1030 hrs.** The tenders may be dropped in the tender box marked as "Tender Box" placed at the entrance of the Station Manager latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to Station Manager PHS PIA Ist Floor Bacha Khan Int'l Airport, Peshawar, which must reach before the closing date and time mentioned above. Tenders will be opened at 11:00 hours the same day in the presence of tenderer(s).
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Chairman Tender Committee in this respect shall be final and binding.
3. Bidders are required to submit a Pay Order /CR of **Rs. 2000/-** (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders Only)

The Tender should be accompanied a Pay Order payable (valid for 120 days from the date of tender opening) of **PKR 5,000.00/-** (Five Thousands Only) in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in shape of pay order or Bank Guarantee/ Insurance Guarantee and any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

C) SECURITY DEPOSIT (Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee / Insurance Guarantee) in the amount equivalent to 5% of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 4-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

D) INSTRUCTION TO BIDDER

PREPARATION OF TENDER "Single Stage Two Envelope Basis"

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain "TECHNICAL" and "FINANCIAL" proposal.
- On the given tender opening date only "Technical Proposal" will be opened in the presence of tenderers available.

- The “Financial Proposal” shall be shown to the parties but will be retained with PIA without being opened.
- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be remained un-opened till the completion of tender process.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA’s requirements with Technical Specifications are given.

Bidders MUST:

- Be registered with Sales Tax Authorities (FBR), please attach copy of Registration Certificate (Local Bidders Only).
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Proforma issued by PIA.
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE, BEARING COMPANY’S STAMP.**

F) PREPARATION OF TENDER – FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a. Schedule “A” duly filled in, signed and sealed.
- b. Original Pay Order or Bank Guarantee for Earnest Money.
- c. Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- d. The outer cover should bear address of Station Manager PHS PIA Ist Floor Bacha Khan Int’l Airport, Peshawar and reference number of the tender with opening date of tender.
- e. All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a. The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- b. The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c. Offers must be valid for 120 days.

G) DURATION OF CONTRACT

Contract will be awarded for the period of TWO years and extendable for another one year on same rate, terms & conditions upon satisfactory performance.

General Manager ACS

Enclosed: Schedule A

Draft SLA

Integrity Pact

Undertaking to Execute the Contract

**TENDER SCHEDULE "A"
 Bid form**

**TENDER SCHEDULE OF HIRING OF HOTEL SERVICES FOR ACCOMMODATING
 PIA TRANSIT & DELAYED FLIGHT PASSENGERS AT PESHAWAR (on as and when
 required basis)**

ROOM SERVICES FOR 24 HRS				
SN	OFFERS	SINGLE BED WITH B/FAST COMPLIMENTORY	DOUBLE BEDS WITH B/FAST COMPLIMENTORY	MEAL LUNCH / DINNER
01	RATE W/O GST			
02	APPLICABLE GST			
03	TOTAL UNIT RATE WITH GST			

Mandatory/Complimentary Services

- Room Rates include Transport from Airport to Hotel and vice versa.
- Buffet Breakfast OR Any One Buffet Meal Per Room Night
- Once PIA contacts the hotel for providing accommodation to passengers, the hotel shall be obligated to provide its own accommodation
- 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 passengers.
- Any Other Complimentary Service
- Environmental hygiene
- Floors and floor coverings
- Common facilities and public toilets
- Personal hygiene of staff
- Security
- 24/7 hours Service

Authorized Signature of Contractor _____

& Seal _____

Designation: _____

CNIC No. _____

Date _____

Address & Contact# _____

DRAFT OF AGREEMENT CONTAINING TERMS & CONDITIONS
FOR HIRING OF HOTEL SERVICES FOR ACCOMMODATING PIA TRANSIT &
DELAYED FLIGHT PASSENGERS AT PESHAWAR

This agreement is made at Peshawar on----- day of ----2019 between Pakistan International Airlines Corporation, a corporation organized, existing and operating under PIA Act 1956 having its Head Office situated at Karachi Airport (Here in after called as the PIA) of the one part,

And M/s-----having office at -----Peshawar (Here in after called as a Contractor) of the other part.

WHEREAS the contractor is successful bidder for provision of hotel services to accommodating PIA transit & delayed flight passengers has agreed to award the contract for providing hotel services to PIA at Peshawar.

NOW THIS DEED WITNESSED with the following terms & conditions:-

01. "CORPORATION" wherever the word occurs in this document shall mean Pakistan International Airlines Corporation or its authorized representative.

"CONTRACTOR" wherever the word occurs in this document shall mean the contracting firm / the person to whom this document is addressed or his authorized representative and shall include his employees / labour

02. The contractor will be required to engage professional / trained manpower for execution of the agreement at his own account. The contractor shall be responsible for providing efficient service during any period.

03. The contractor shall be responsible and undertake to indemnify and hold harmless, PIA, its officers, staff, workers, advisors, agents or any other person acting on behalf of PIA against all claims resulting from death, injury, burns or accident of any kind caused to his (contractor's) employees acting in discharge of the contractual obligations.

04. If any loss or damage is caused to PIA's property by the contractor or any of its employees or agent such loss or damage shall be made good forthwith by the contractor at his own cost.

05. In case the Contractor's Service is found unsatisfactory and if in spite of written warning from PIA the Contractor fails to improve the service up to the satisfaction of PIA within three days from receipt of said warning, PIA shall impose a penalty per deficiency of Rs.10,000/-. Notwithstanding the aforesaid procedure on account of poor performance by the contractor, PIA has the right to terminate the contract by giving 90 days notice without assigning any reason thereof.

06. Payment to the contractor will be made on monthly basis latest by 7th day of each month by PIA. The bill shall be submitted by the contractor to Station Manager PHS Peshawar. The payment of bill shall be subject to deduction of all the applicable taxes under the prevailing laws of the country.

07. The contractor cannot sublet, transfer, or assign this contract to any other party. In case of any violation by the contractor, PIA shall have the right to terminate this agreement forthwith without any compensation to the contractor.

08. When any sum of money is recoverable from the contractor due to any default under the agreement or otherwise, PIA shall be entitled to deduct the amount either from the pending bills of the Contractor or from security deposit made by the contractor

09. Should the contractor be adjudicated insolvent or made to enter into any arrangement for composition with the creditors or be wound up, either compulsorily or voluntarily, or commit any breach of this contract (not herein specifically provided), PIA shall have the right to declare the contract as terminated forthwith, In which case the contractor shall be liable to pay to PIA for any extra expenses which PIA may incur, but shall not be entitled to any gain or compensation from PIA.

10. Any bribe, commission, gift, advantage given, promised or defrayed by or on behalf of the contractor or his officer, agent or servant or any one on his behalf to any officer, servant, representative or agent of PIA relating to the obtaining or to execution of this or any other contract with PIA showing or for bearing to show favor or disfavor to any person in relation to this or any

other contract as aforesaid shall subject to the cancellation of this contract and or any other contract with PIA and also to the payment of amount.

11. ARBITRATION

All matters of dispute or differences arising out of the agreement, the settlement of which is not otherwise specifically provided in the agreement, shall be referred for Arbitration. The Managing Director, PIA, or his nominee shall act as sole arbitrator whose decision shall be final and binding. The services under this agreement shall continue during the proceedings before the said authority and no payment due to or payable by PIA shall be withheld on account of such proceedings. The seat of the arbitration shall be at PIA Head Office Karachi. The parties hereto agree to the exclusive jurisdiction of court at Karachi.

12. EXIT CLAUSE

- a. That either party may terminate the contract by serving upon the other party a notice in writing of 90 days through registered AD mail without assigning any reason thereof after clearing and making all the due payments, outstanding bills, demands and claims / settlement of liabilities to each other.
- b. PIAC may terminate this contract at any time during the period of contract by serving upon the other party (contract) a notice in writing 90 days through registered A.D. mail without assigning any reason thereof.

13. DISCLOSURE CLAUSE

- a. Contractor hereby declares that he has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.
- b. Any notice required or permitted to be given pursuant to this contract shall be given or sent by Registered AD or courier of repute to the respected parties at the following address.
- c. The Contractor should be bound to pay monthly wages to his Canteens staff as per GOP notification given time to time

14. FORCE MAJEURE

Except as provided under this agreement neither party shall be liable for any failure nor delay in performance of their obligation if such is caused by any event beyond reasonable control, including, but without limitation, fire, act of God, act of public enemy, war, rebellion, accident, act of state, civil commotion, embargoes. The parties shall, however, inform each other in such an event at the earliest opportunity.

15. ANNEXURES / SCHEDULES

For all intent and purposes, Annexures / Schedules to this agreement shall form integral part of this agreement and the contractor shall be bound to comply with the terms and conditions incorporated in these Annexures / Schedules. Any deviation from the terms and conditions stipulated in the agreement and Annexures / Schedules shall be deemed as a violation of the agreement.

ADDRESS OF THE CONTRACTOR-----

UNDERTAKING

I / We hereby confirm that I / we have thoroughly understood all the terms & conditions of this tender and undertake to fully abide by them in letter & spirit

Contractor/s'

Signature -----

Name -----

C N I C No. -----

Address -----

Telephone No. -----

Cell No.-----

Fax No. -----

Date -----

Signature

For Pakistan International Airline

Signature of Contractor

01) Witness Name & Sign

02) Witness Name & Sign

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services &

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

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

The Seller / Supplier / Contractor 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 / Supplier / 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 / Supplier / 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 / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

(To be submitted on Rs. 100 Stamp Paper)

General Manager
Airport Customer Services
Pakistan International Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our / my tender for supply of _____

_____ to PIA is approved and accepted:

2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.

3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.

4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIA until three months after expiry of the contract period.

5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIA the Earnest money held by PIA shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone / Fax # _____

CNIC _____

Seal _____

Date _____