

**REF : PHS/SM/PEW/34/2024**

**Date: Oct 04, 2024**

**Tender Fee Rs. 10,000/-**

## **CORRIGENDUM**

Subject: **HIRING OF HOTEL LAYOVER SERVICES**

**FOR ACCOMMODATING PIA TRANSIT, DIAVERTED & DELAYED FLIGHT PASSENGERS BACHA KHAN INTERNATIONAL AIRPORT.**

With reference to the Subject Tender Notice published on PPRA (TS548902E) and PIAC websites on 30 Sep, 2024 in accordance with PPRA rules. ***This contract will be for the period of ONE year extendable for further TWO terms upon satisfactory performance has been revised in Terms & Conditions Also Bidders are required to submit their sealed bids on or before Oct 24, 2024 till 11:00 LT has been updated.*** Other terms and conditions of the Tender Notice will remain the same.

This corrigendum notice is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) and PIA website [www.piac.com.pk](http://www.piac.com.pk).

**For Pakistan International Airline**

**Station Manager PIA BKIAP**

Ph: +92 91 9213365

Email: [pewkkpk@piac.aero](mailto:pewkkpk@piac.aero)

**REF : PHS/SM/PEW/34/2024.**

**Tender Fee Rs. 10,000/-**

**HIRING OF HOTEL LAYOVER SERVICES**  
**FOR ACCOMMODATING PIA TRANSIT, DIAVERTED & DELAYED FLIGHT**  
**PASSENGERS BACHA KHAN INTERNATIONAL AIRPORT.**

**INSTRUCTIONS TO BIDDERS**

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

Tender documents and RFP can be accessed on following websites. <https://www.piac.com.pk> and [www.ppra.org.pk](http://www.ppra.org.pk)

Bidders are required to submit their sealed bids on or before **Oct 24, 2024 till 11:00 LT** at following addresses.

***PIA District Manager Office***  
***PIA BUILDING***  
***33 The Mall Peshawar Cantt***

***TEL # 091-9213365 / 091-9212269***  
***Cell # 0333-9056605***  
***[pewkkpk@piac.aero](mailto:pewkkpk@piac.aero)***

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

After visit of the site “**Financial Proposal**” will be opened for technically qualified hotels on the mutually agreed date of Station Committee & Bidders.

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

*In case of any queries, please feel free to contact. (TEL # 091-9212269 & Cell # 0333-9056605)*

## **TERMS AND CONDITIONS**

This contract will be for the period of ONE years extendable for further TWO terms upon satisfactory performance.

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.
- PAYMENT TERMS WOULD BE (NTD) NET THIRTY DAYS.
- PARTICIPANT IS REQUIRED TO QUOTE RATES **INCLUSIVE ALL GOVT TAXES.**
- GST SHALL BE MENTIONED SEPARATELY.

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.

<b>Request for Proposal</b>						
<b>Specifications</b>				<b>YES</b>	<b>NO</b>	
<b>Mandatory/Complimentary Services</b>				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		
<b>Marks Obtained</b>						
<b>Taxes</b>		<b>10</b>	Room Rates include Taxes			
<b>Transport</b>		10		Room Rates include Transport from Airport to Hotel and vice versa.		
<b>Conformance To Specifications</b>	<b>Suitability Of Location</b>	10 Marks	10	Within 10 Km from airport		
			5	More than 10 Km from Airport		
	<b>Valid Certification</b>	06 Marks	6	4 star		
			4	3 star		
			2	2 star		
	<b>Special Persons Arrangement</b>	05 Marks	2	Lift		
			1.5	Wheelchair		
			1.5	Ramp		
	<b>Hotel Amenities</b>	08 Marks	2	Tooth Brush & Paste		
			1	Towel		
			2	Shampoo & Conditioner		
			1	Comb		
1			Soap			
1			Body lotion			

	<b>No of Rooms Available</b>	10 Marks	10	More than 40 rooms	
			5	Up to 40 rooms	
	<b>Other Specification</b>	06 Marks	1	Temperature/Humidity Control (Individual Rooms)	
			1	Allocation on higher floors with lowest noise level, situated away from in-house clubs etc	
			1	Fridge	
			1	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	
	<b>Hygiene Standards of the hotel</b>	05 Marks	1	Environmental hygiene	
			1	Floors and floor coverings	
			1	Bedding	
			1	Common facilities and public toilets	
			1	Personal hygiene of staff	
	<b>Security</b>	05 Marks		Security	
	<b>laundry Services</b>	03 Marks		24 hours Service	
<b>Restaurant</b>	07 Marks		24 hours Service		
<b>Past History Of Accommodating PIA Or Other Airline's Passengers</b>	15 Marks	8	Accommodating PIA Passengers		
		7	Accommodating Other Airlines Passengers		

Marks Obtained=  
Total Marks=100 Sign-----  
Passing Marks=70 Name-----  
Stamp-----

## FINANCIAL BID DOCUMENT

Hotel Name								
Single Bed	Double Bed	Short Layover less than 12 Hrs Single Bed	Short Layover less than 12 Hrs Double Bed	Breakfast	Lunch	Dinner	Refreshment	Remarks
				<u>Complimentary</u>				

Sign-----

Name-----

Stamp-----

## Service Provider Detail

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

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

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

Hotel /Restaurant Name \_\_\_\_\_

Address: \_\_\_\_\_

NTN # \_\_\_\_\_ GST # \_\_\_\_\_

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

Bank Branch/Code: \_\_\_\_\_ Bank Account # \_\_\_\_\_

Food Authority Certificate # \_\_\_\_\_

Contact Person Name / Designation: \_\_\_\_\_

Off. Tel. Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Hotel /Restaurant Email Address: \_\_\_\_\_

Hotel /Restaurant Website URL: \_\_\_\_\_

One year Bank Statement attested with account maintenance certificate.

Sign : \_\_\_\_\_

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

Stamp: \_\_\_\_\_

**DRAFT AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_ between PAKISTAN INTERNATIONAL AIRLINES COROPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Blue Area Islamabad 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 TWO terms on same terms and conditions, 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					
SGLB	DBLB	B/F	LUNCH	DINNER	Refreshment
		COM			

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

**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 Agreement the Hotel shall deposit in cash (PKR 100,000/- of total contract value) 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. In case the passenger/s check-in after breakfast time one meal will be complimentary.
- X. There must be a wash room kit available for each passenger.
- XI. 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.
- XII. Allocation of room shall be single occupancy; however, adjustment can be made in case of family.

#### **ARTICLE – 7 RESPONSIBILTIES 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.
- b. Hotel must monthly notify PIAC of total number of passengers provided layover with date & flight numbers via e-mail to [pewkkpkpiac.aero](mailto:pewkkpkpiac.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 up to 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 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 Station Manager and District 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.

#### **STATION MANAGER (ABDUR REHMAN)**

Address  
BKI Airport.  
Peshawar.

OR

**DISTRICT Manager (IFTIKHAR AHMED)**

Address

PIA Building 33 The Mall

Peshawar Cantt.

**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 favor 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 entities 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: 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) This 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 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 &amp; Seal Name Designation</p>	<p>For on behalf of Hotel</p>  <p>Signature &amp; Seal Name Designation</p>
<p>WITNESS: 1. Signature 2. Name (in block letter) 3. N.I.C No. 4. Address</p>	<p>WITNESS: 5. Signature 6. Name (in block letter) 7. N.I.C No. 8. Address</p>



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### TERMS AND CONDITIONS

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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 unopened to the respective bidders.

- PLEASE NOTE THAT QUOTED RATES MUST BE FIRM AND FINAL IN ALL RESPECT.
- PAYMENT TERMS WOULD BE (NTD) NET THIRTY DAYS.
- PARTICIPANT IS REQUIRED TO QUOTE RATES **INCLUSIVE ALL GOVT TAXES**.
- GST SHALL BE MENTIONED SEPARATELY.

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.

Request for Proposal					
Specifications				YES	NO
<b>Mandatory/Complimentary Services</b>		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			
<b>Marks Obtained</b>					
<b>Taxes</b>		<b>10</b>	Room Rates include Taxes		
<b>Transport</b>		<b>10</b>	Room Rates include Transport from Airport to Hotel and vice versa.		
<b>Conformance To Specifications</b>	<b>Suitability Of Location</b>	10 Marks	10	Within 10 Km from airport	
			5	More than 10 Km from Airport	
	<b>Valid Certification</b>	06 Marks	6	4 star	
			4	3 star	
			2	2 star	
	<b>Special Persons Arrangement</b>	05 Marks	2	Lift	
			1.5	Wheelchair	
			1.5	Ramp	
	<b>Hotel Amenities</b>	08 Marks	2	Tooth Brush & Paste	
			1	Towel	
2			Shampoo & Conditioner		
1			Comb		

		1	Soap	
		1	Body lotion	
<b>No of Rooms Available</b>	10 Marks	10	More than 40 rooms	
		5	Up to 40 rooms	
<b>Other Specification</b>	06 Marks	1	Temperature/Humidity Control (Individual Rooms)	
		1	Allocation on higher floors with lowest noise level, situated away from in-house clubs etc	
		1	Fridge	
		1	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	
<b>Hygiene Standards of the hotel</b>	05 Marks	1	Environmental hygiene	
		1	Floors and floor coverings	
		1	Bedding	
		1	Common facilities and public toilets	
		1	Personal hygiene of staff	
<b>Security</b>	05 Marks		Security	
<b>laundry Services</b>	03 Marks		24 hours Service	
<b>Restaurant</b>	07 Marks		24 hours Service	
<b>Past History Of Accommodating PIA Or Other Airline's Passengers</b>	15 Marks	8	Accommodating PIA Passengers	
		7	Accommodating Other Airlines Passengers	

Marks Obtained=

Total Marks=100 Sign-----

Passing Marks=70 Name-----

Stamp-----

## FINANCIAL BID DOCUMENT

Hotel Name								
Single Bed	Double Bed	Short Layover less than 12 Hrs Single Bed	Short Layover less than 12 Hrs Double Bed	Breakfast	Lunch	Dinner	Refreshment	Remarks
				<u>Complimentary</u>				

Sign-----

Name-----

Stamp-----

## Service Provider Detail

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

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

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

Hotel /Restaurant Name \_\_\_\_\_

Address: \_\_\_\_\_

NTN # \_\_\_\_\_ GST # \_\_\_\_\_

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

Bank Branch/Code: \_\_\_\_\_ Bank Account # \_\_\_\_\_

Food Authority Certificate # \_\_\_\_\_

Contact Person Name / Designation: \_\_\_\_\_

Off. Tel. Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Hotel /Restaurant Email Address: \_\_\_\_\_

Hotel /Restaurant Website URL: \_\_\_\_\_

One year Bank Statement attested with account maintenance certificate.

Sign : \_\_\_\_\_

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

Stamp: \_\_\_\_\_

**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 Blue Area Islamabad 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 WITNESSTH 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.

**ARTICLE 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, PIA 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					
SGLB	DBLB	B/F	LUNCH	DINNER	Refreshment
		COM			

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

### **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.

**Commented [HRA1]:** Payments should be made on actual services procured basis. No advance and or guaranteed payments are recommended.

#### **ARTICLE-5: PERFORMANCE GAUARNTTEE AS SECURITY DEPOSIT**

Prior to the signing of this Agreement the Hotel shall deposit in cash (PKR 100,000/- of total contract value) 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.

**Commented [HRA2]:** We recommend that the scope of work should include all the specifications of required standard of accommodation/rooms required by PIA.



- 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. In case the passenger/s check-in after breakfast time one meal will be complimentary.
- X. There must be a wash room kit available for each passenger.
- XI. 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.
- XII. 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.
- b. Hotel must monthly notify PIAC of total number of passengers provided layover with date & flight numbers via e-mail to [pewkkpkpiac.aero](mailto:pewkkpkpiac.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 up to 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 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.

**Commented [HRA3]:** Please add on the main services / Work scope, TORS required through the RFP.

n.

#### **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.

#### **ARTILCE-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 Station Manager and District 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.

##### **STATION MANAGER (ABDUR REHMAN)**

Address

BKI Airport.

Peshawar.

OR

##### **DISTRICT Manager (IFTIKHAR AHMED)**

Address

PIA Building 33 The Mall

Peshawar Cantt.

##### **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 favor 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 entities 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: 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) This 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 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 &amp; Seal Name Designation</p>	<p>For on behalf of Hotel</p> <p>Signature &amp; Seal Name Designation</p>
<p>WITNESS:</p> <ol style="list-style-type: none"><li>1. Signature</li><li>2. Name (in block letter)</li><li>3. N.I.C No.</li><li>4. Address</li></ol>	<p>WITNESS:</p> <ol style="list-style-type: none"><li>5. Signature</li><li>6. Name (in block letter)</li><li>7. N.I.C No.</li><li>8. Address</li></ol>