

**HIRING OF HOTEL LAYOVER SERVICES
FOR ACCOMMODATING PIA TRANSIT, DIVERTED & DELAYED FLIGHT
PASSENGERS AT JINNAH INTERNATIONAL AIRPORT, KARACHI**

INVITATION TO BID

Pakistan International Airlines hereby invites sealed bids from eligible 2, 3, 4-star Hotel Service Providers to present their best offer for the provision of Hotel Layover Services for our Transit, Diverted & Delayed flight passengers at Jinnah International Airport, Karachi. Hotels must be registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue.

Bidding documents, containing detailed terms and conditions, etc. are available electronically and can be downloaded from PIA Website www.piac.com.pk, PPRA Website www.ppra.org.pk as well as from PPRA E-PADS <https://eprocure.gov.pk/#/auth/login>. Bidders need to get registered at E-PADS (PPRA) to access the tender document and other relevant information including electronic bid submission. Price of the bidding documents is **PKR 15,000** (non-refundable) to be submitted through a pay order in the name of **PIACL** along with technical proposal.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through **EPADS** on or before **04 June, 2026** at **1100 Hrs (PST)**. Bids will be opened on the same day at **11:30 Hrs** through EPADS.

Bidders **MUST** submit their bids through **E-PADS**, along with Manual submission of bid. The original Pay Order for Tender Fee & Bid Security to be submitted with hard copies of Bid documents addressed to [Station Manager PIA, Jinnah International Airport - Karachi](#) as per above mentioned date & time.

PIACL reserves the right to reject any or all bids or cancel the tender process at any stage in line with PPRA rules.

In case of any queries, please feel free to contact (+92-21-9904 4602 +92-21-9904 3719)

Station Manager - PIA
Jinnah International Airport, Karachi
Phone: +92-21-9904 4602 +92-21-9904 3719
FAX: +92-21-99044645
E-mail: khikkpk@piac.aero

INSTRUCTIONS TO BIDDERS

M/S

SUB: **HIRING OF HOTEL LAYOVER SERVICES FOR PIA TRANSIT, DIVERTED & DELAYED FLIGHT PASSENGERS AT JINNAH INTERNATIONAL AIRPORT, KARACHI**

PIACL intends to hire services of quality hotels of Jinnah International Airport, Karachi for providing accommodation to its Delay, Diverted & Transit Flight Passengers.

This contract will be for Three Years, further extendable, on mutual consent upon successful completion of agreement.

SUBMISSION OF TENDER

Bidders MUST submit their bids through **E-PADS**. Manual submission of bids without E-PADS is NOT allowed. The original Pay Order for Tender Fee & Bid Security is to be submitted with the hard copy of the Technical Proposal addressed to Station Manager PIA, Karachi Airport, latest by **04 June, 2026** till **11:00 hours**.

You must also send the hard copy of tenders/bids through registered A/D mail addressed to Station Manager PIA, Jinnah International Airport, Karachi, which must reach before the closing date and time mentioned above. Tenders will be opened at 11:00 hours on the same day in the presence of the tenderers.

Tenders received after the stipulated date & time shall not be considered. PIACL will not be responsible for postal delays.

Bidders are required to submit a **Pay Order of Rs. 15,000/-** (Non-Refundable) as tender fee along with the Technical Proposal.

BID SECURITY

The Tender should be accompanied by a Pay Order payable (valid for 180 days from the date of tender opening) of **PKR 100,000.00** (Pak Rupees One Hundred Thousands Only) in the name of M/s Pakistan International Airlines as interest-free Bid Security (Refundable). Bid Security in any other shape shall not be accepted. Bid Security deposited against running contract(s)/purchase order(s) shall not be transferable as Bid Security for any other tender. All tenders without Bid Security shall not be considered.

PERFORMANCE GUARANTEE

The successful tenderers, upon award of Contract/Purchase Order, prior to the signing of this Agreement the Hotel shall deposit **PKR 200,000/-** through Pay Order as interest free Security Deposit / 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 / Performance guarantee 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.

NOTE:

Bidders must claim their deposit refund (Bid Security/Performance Guarantee) within 180 days of the financial bid opening (if rates are higher side) or completion of contract period/project in case awarded or in case of any earlier termination. The time-barred CRs (receipts)/refund cases shall not be processed.

TERMS AND CONDITIONS

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 the “**Financial Proposal**” shall contain rates along with draft agreement and Integrity Pact.

Any additional details/offers, hotel's profile and pictures may be added on a separate sheet as an addendum and may be enclosed with the “**Technical Proposal**”.

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 in front of the Tender Committee/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.**
- **BID SECURITY OF PKR 100,000/- (REFUNDABLE) IN THE FORM OF A PAY ORDER/BANK DRAFT IS TO BE SUBMITTED WITH BIDS IN FAVOUR OF PIAC. CASH OR CROSS CHEQUES ARE NOT ACCEPTABLE.**

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.

Contracts may be awarded to all technically qualified bidders, even if their quoted rates differ. Selection will be made on a most advantageous basis, considering operational requirements, availability of rooms, proximity to airport, and service quality.

The Procuring Agency is not bound to award work strictly to the lowest quoted bidder at all times.

All participants are to ensure that all documents are duly signed and stamped by the authorized person of the hotel. All unsigned/unstamped offers shall not be accepted.

No change shall be acceptable in this document except the **Annex 'A'** of the agreement, which shall be finalized with the bid winner. Annex 'A' shall contain value-added/value-for-money services offered by

the hotels without any extra cost to the quoted rates. All hotels are encouraged to provide these value-added services with the bidding document.

PIACL reserves the right to reject any tender in part or full after assigning a reason; however, PIACL will not be required to justify the grounds of rejection.

Interested parties who can provide these services should submit tenders directly with PIACL; no sub-agents will be entertained. An Integrity Pact in this regard (appended below at the end of this tender document) has to be signed.

Duration of Contract

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

Station Manager - PIA
Jinnah International Airport, Karachi
Phone: +92-21-9904 4602 +92-21-9904 3719
FAX: +92-21-99044645
E-mail: khikkpk@piac.aero

Request for Proposal			
Specifications			
		YES	NO
Mandatory/Complimentary Services	Buffet Breakfast OR Any One Buffet Meal Per Room Night		
	Internet/Wi-Fi facility IN ROOM, 24 hours basis		
	Once PIA contacts the hotel for providing accommodation to passengers, the hotel shall be obligated to provide its own accommodation		
	Unless decided between PIA and the hotel passengers will not be accommodated at any other place on behalf of the hotel.		
	One meal will be complimentary if passenger is checked in after breakfast time		
	Allocation of room shall be single occupancy; however, adjustment can be made in case family or group of passenger		
Marks Obtained			

Taxes		10 Marks	Room Rates include Taxes	
Transport		10	Room Rates include Transport from Airport to Hotel and vice versa.	
Conformance To Specifications	Suitability Of Location	10 Marks	10	Within 10 Km from airport
			5	More than 10 Km from Airport
	Valid Certification	06 Marks	6	5 star
			4	4 star
			2	2/3star
	Special Persons Arrangement	05 Marks	2	Lift
			1.5	Wheelchair
			1.5	Ramp
	Hotel Amenities	08 Marks	2	Tooth Brush & Paste
			1	Towel
			2	Shampoo & Conditioner
			1	Comb
1			Soap	
		1	Body lotion	

Conformance To Specifications	No of Rooms Available	10 Marks	10	More than 40 rooms	
			5	Up to 40 rooms	
	Other Specification	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	
	Hygiene Standards of the hotel	05 Marks	1	Environmental hygiene	
			1	Floors and floor coverings	
			1	Bedding	
			1	Common facilities and public toilets	
			1	Personal hygiene of staff	
	Security	05 Marks		Security	
	Laundry Services	03 Marks		24 hours Service	
Restaurant	07 Marks		24 hours Service		
Past History Of Accommodating PIA Or Other Airline's Passengers	15 Marks	8	Accommodating PIA Passengers		
		7	Accommodating Other Airlines Passengers		

Marks Obtained=

Total Marks =100

Passing Marks =70

Stamp -----

Sign -----

Name -----

Annex 'A'

FINANCIAL BID DOCUMENT

Hotel Name: _____						
Single Bed	Double Bed	Breakfast	Lunch	Dinner	Refreshment	Remarks
		<u>Complimentary</u>				

Note: All above mentioned rates are Inclusive of all taxes.

Sign -----

Name -----

Stamp -----

Service Provider Details

Tender Fees: Rs. **15,000/-** 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 Name _____

Address: _____

NTN # _____ GST # _____

Bank Name: _____

Bank Branch/Code: _____ Bank Account # _____

Food Authority Certificate # _____

Contact Person Name / Designation: _____

Off. Tel. Number: _____ Cell Number: _____

Hotel Email Address: _____

Hotel Website URL: _____

One year Bank Statement attested with account maintenance certificate.

Sign -----

Name -----

Stamp -----

AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Jinnah International Airport Karachi Pakistan (Hereinafter called the "PIACL" and/or "PIA") of the one part.

AND

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

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

NOW THIS WITNESSTH AS UNDER

ARTICLE 1: TERM OF THE AGREEMENT

This agreement shall be effective from _____ to _____ unless sooner terminated under the provision of this Agreement. The same is extendable by PIACL if deemed necessary, for another 02 terms of one year each or any term less than it on the rates term and conditions as may be mutually agreed between the parties in writing.

ARTICLE 2: TERMINATION OF THE AGREEMENT

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement anytime without any cause and/or without assigning any reason with a prior written notice of 30 days.

Notwithstanding anything contained in this Agreement, PIACL shall have the right to terminate the Agreement at any time at its option with immediate effect by notifying the Hotel if any material breach or gross violation or misconduct is made by the Hotel of any term(s) & conditions(s) of this Agreement.

The Termination in any case, shall not prejudice the rights and responsibilities of the parties accrued prior to the termination.

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 of extension of this Agreement. The Hotel shall not charge prices for the Services provided/supply and for other obligations discharged, under the Agreement, varying from the prices quoted by the Hotel as per below chart.

Approved Rates: PIACL and the hotel agree to following rates (**Inclusive of Tax**) of layover and the meal services mentioned below:

RATE IN PKR					
SGLB	DBLB	B/F	LUNCH	DINNER	Refreshment
		Complimentary			

PIA agrees to the Hotel for the services supplied by it hereunder as per agreed rates described here in 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 whatsoever.

NOTE: Pick and Drop (Transport Services) of passengers are also included in above rates.

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 through Pay Order **PKR 200,000/-** as interest free security deposit as 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. In this event, the Hotel shall replenish the amount of performance guarantee to the actual amount of Rs. _____ within 15 days from the recovery of the amount by PIACL from the Security deposit. 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-6: 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-7: 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 (disabled passengers).
- V. There must be a doctor on panel of the hotel to handle any medical emergency subject to payment by PIA which may be settled in bills.
- VI. There must be working and effective cooling and heating system in hotel, however, centralized cooling and heating system is preferable.
- VII. Power backup system is must and it should be so strong as to provide effective air conditioning during summer.
- VIII. Passengers will be offered a welcome drink on arrival.
- IX. There must be a wash room kit available for each passenger.
- X. A complaint / suggestion box will be available at lobby of Hotel for any complaint or suggestion regarding hotel experience.
- XI. Allocation of room shall be single occupancy; however, adjustment can be made in case of family.

ARTICLE – 8: RESPONSIBILITIES OF THE HOTEL

- a. Hotel will also provide the accommodation to PIACL staff and their families (dependents) on same approved rates as of passengers on presentation of a valid PIACL
- b. ID card.
- c. Hotel must monthly notify PIACL of total number of passengers provided layover with date & flight numbers via e-mail to khikkpk@piac.aero & Hotel Cell hotelceljiap@piac.ero.
- d. 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.
- e. 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 and experienced persons. However, PIA or its authorized official may ask the Hotel to remove its employee(s) whom in the reasonable 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.
- f. 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.
- g. 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.

- h.** 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.
- i.** 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.
- j.** 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.
- k.** 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 agreement obligations under this agreement.
- l.** 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 out of the execution or performance of any service under this agreement by the Hotel, its employees or its agent.
- m.** 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 Agreement obligations or otherwise.

If the standard of services provided by the Hotel is not upto the standard acceptable to PIA then PIA may get the required services performed through other ways and means at the cost and risk of the Hotel and the expenditure incurred on procuring such services shall be deducted from amounts due from PIA to the Hotel. If the services provided by the Hotel are not satisfactory reasonable judgment of PIA representative then PIA 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-9: 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 Agreement whether or otherwise due to breach, disregard, violation of any term and condition of this Agreement, 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-10: 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-11: FORCR MAJURE

For the purpose of this Agreement "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 Agreement 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 Agreement 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 Agreement and (B) avoid or overcome in the carrying out of its obligations here under.

ARTILCE-12: CORRESPONDENCE

The Hotel will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Dy. General Manager, Facilitation and General Manager, Passenger Handling Service 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-13: NOTICE

All notices, requests and demand given to or made upon the parties shall be in writing either by registered email and posted through Registered Mail and confirmatory Facsimile at the addresses set forth below.

GENERAL MANAGER, PASSENGER HANDLING SERVICE

Address

PIA Head Office

Blue Area, PIA Booking Office

Islamabad

OR

Dy. General Manager, Facilitation

address

PIA Head Office, Karachi

Karachi-75200

Hotel

Name:

Designation:

Address:

Phone Fax Numbers

Email

ARTICLE -14: BRIBE

Any bribe, commission, gifts or advantages given ,promised or defrayed by/or on behalf of the Hotel or his Partner Agent or Servant or anyone on its behalf to any Officer, Servant Representative or Agent of PIACL for showing or for bearing to show favour of disfavor to any person in relation to this or any other agreement as aforesaid shall subject the Hotel to the cancellation of this and all or any other Agreement 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 -15: NO BROKER

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whomsoever. The Hotel agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which may be suffered by, accrued against ,charges to or are recoverable from PIA and which arises out of the Hotel's action (s) or negotiation(s) with or in respect to Broker (s) or agents(s).

Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and / or fees of any kind have been made by the Hotel to any Broker (s) or agent(s) or persons or entitles whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Hotel.

ARTICLE -16: ASSIGNMENT

1. The Hotel shall not assign or enter into any sub- Agreement its obligations under the Agreement, 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 Agreement, unless consented in writing by the PIACL.
2. The Hotel shall guarantee that any and all assignees / sub agreement of the Hotel shall, for performance of any part / whole of the services under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part / whole of the services under the Agreement.

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 Agreement with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

ARTICLE -17: Dispute Resolutions

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 Agreement.

2. If, after thirty working days, from the commencement of such informal negotiations, the PIACL and the Hotel have been unable to amicably resolve an Agreement dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940. The seat/place of arbitration shall be at Karachi, Pakistan. The award shall be final and binding on the parties.

ARTICLE -18: Statutes and Regulations

1. The Agreement 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 Agreement, 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 Agreement.

ARTICLE -19: 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 -20: Liquidated Damages / Penalties

1. If the Hotel fails / delays in performance of any of the obligations, under the Agreement / violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Agreement Price/Security Deposit/invoices, as liquidated damages, a sum of money @ 20% of the total Agreement 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, @ 20% of the Agreement Price.

ARTICLE -21: Blacklisting

If the Hotel fails / delays in performance of any of the obligations, under the Agreement / violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement or found to have engaged in corrupt or fraudulent practices in competing for the award of Agreement or during the execution of the Agreement, the PIACL may without prejudice to any other right of action / remedy it may have, blacklist the Hotel, in accordance with the procedures provided under the PPRA rules 2004 or PIACL Procurement Regulations and Guidelines if applicable for future tenders.

ARTICLE -22: 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 Agreement;
 - b. If the Hotel fails to fulfill any of the obligations under the Agreement;
 - c. If the Hotel violates any of the terms and conditions of the Agreement.
2. The Hotel shall cause the validity period of the performance security to be extended for such period(s) as the Agreement performance may be extended. In case the Hotel fails to submit Security Deposit with extended validity period for such period(s) as the Agreement performance may be extended, an amount equal to 10% of total Agreement value shall be deducted from the payments to be made against the Agreement.
3. If the Hotel fails / poor/ delays in performance of any of the obligations, under the Agreement / violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement 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 -23: 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 -24: 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 - 25: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) 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 HEREINABOVE.**

<p>For on behalf of Pakistan International Airlines</p> <p>Signature & Seal _____</p> <p>NAME _____</p> <p>Designation _____</p>	<p>For on behalf of Hotel</p> <p>Signature & Seal _____</p> <p>NAME _____</p> <p>Designation _____</p>
<p>WITNESS:</p> <p>1. Signature _____</p> <p>2. Name (in block letter) _____</p> <p>3. N.I.C No. _____</p> <p>4. Address _____</p> <p>_____</p>	<p>WITNESS:</p> <p>1. Signature _____</p> <p>2. Name (in block letter) _____</p> <p>3. N.I.C No. _____</p> <p>4. Address _____</p> <p>_____</p>