

REF: GM (P)/CONT/Hotel/Kuala Lumpur/19

INSTRUCTIONS TO BIDDERSM/S _____

_____**SUB: HIRING OF HOTEL SERVICES FOR ACCOMMODATION OF PIA COCKPIT & CABIN CREW AT KUALA LUMPUR, MALAYSIA.**

PIA intends to hire services of quality hotels of Kuala Lumpur, Malaysia for providing accommodation to its Cockpit Crew (2-4 rooms a day) and Cabin Crew (10-14 rooms a day) approximately.

- Validity of Offer should be 90 days from the date of Financial Bid Opening.
- This contract will be for two years, with a standard 90 days Exit Clause.

Bidders are required to submit their **Sealed bids** on or before **02-12-2019** till **10:30 Hrs local Kuala Lumpur time** at the following address:

Country Manager Malaysia
Pakistan International Airlines,
1801, Wisma Chaung formerly known
as Central Plaza, 2506, Jalan Sultan Ismail,
Bukit Bintang, 55100 Kuala Lumpur

Bids will be opened the same day at **11:00 Hrs local Kuala Lumpur time** in presence of all participating hotels who wish to attend.

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 along with draft agreement and Integrity Pact. Any additional details/offers, which the bidder wants to convey, may be added on a separate sheet as an addendum. Hotel’s profile and pictures may also be attached 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 Crew Hotac 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 Un-opened to the respective bidders.

Final process of selection of hotel will be based on 30% weightage of Technical Score and 70% weightage of Financial rates.

PIA will be at liberty to revise the requirement or annul the whole tender proceedings at any stage.

SECURITY DEPOSIT

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (pay order or Bank Guarantee) in the amount equivalent to 5% of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above

No tender will be entertained after expiry of the aforesaid date & time. PIA will not be responsible for postal delays or any other reason.

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.

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.

PIA does not pledge to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations.

Interested parties who can provide these services should submit tenders directly with PIA, 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:

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Please tick any one below, bidding for:

Cockpit Crew

Cabin Crew

Both Cockpit & Cabin Crew

I) Technical Proposal

Hotel Name		Address	
Contact Person		Email	
Cell / Office Tel#		Resv. Email	
Cell #		Website	
Required Specifications			Hotel Remarks (Y/N)
Mandatory Facilities	Room (B&B)	Room Size: Approx. 12' x 12' (144 Sq ft or above) (Allocated rooms may be away from Lift/Escalator)	
	Laundry	Male : Uniform Trouser, Shirt, Tie, Jacket (Four pieces)	
		Female: Uniform Dupatta, Kameez, Shalwar, Apron (Four pieces)	
	WiFi / Internet	Complimentary Internet/Wi-Fi facility in room/hotel, 24 hours basis	
	Messages	Messages from the company to be printed and delivered to Crew respective rooms on 24 hours basis / usage of business center as required.	
	Fire / Emergency	Availability of Fire Alarm, in room Smoke detectors, Emergency Exits	
	Room Service	The hotel must have 24/7 room service	
	Ambience	The room must have Black out curtains and Noise Shielding	
Note	<u>Hotel must accept all the mandatory requirements to qualify for the further below evaluation</u>		
Optional facilities	Max. Marks	Specifications	Hotel Remarks (Y/N)
	15	Room facilities: - Bedding Quality (6 marks) Tea/Coffee setup (2 marks) Iron with stand (2 marks) Quality of washroom (5 marks)	
	08	Crew Lounge / In Room Facilities (Room No _____) :- TV, (3 marks) Microwave Oven, Cutlery/Crockery (3 marks) Tea/Coffee Maker & Fridge (2 marks) OR Executive Lounge facility (08 Marks)	
	14	Add Ons (Progressive relative Marking) B&F Discount (3 marks) In Room Breakfast (3 marks) Crew Menu (3 marks) Meal in Lieu of Breakfast (3 marks) Porter (2 marks)	
	7	Fitness Centre: - Health club (4 marks) Swimming Pool (3 marks)	

	6	Quality Air-conditioning (2 marks) Lobbies (2 marks) Staff (2 marks)		
	2	Crew desk / Counter: - (Check-in/Check-out) (2 marks)		
	2	Telephone facility: - Local Telephone or Cell Calls (2 marks)		
	2	Complaint Management System (2 marks)		
	4	Medical Assistance/Hospitalization: - Doctor Facility / First Aid (2 marks) Pharmacy (2 marks)		
	2	Pakistani TV Channels / Newspapers (2 marks)		
	5	Dining Facilities in hotel: - (Restaurants / Bakery etc) (5 marks)		
	2	Past History of Accommodating Crew: - Already accommodating Airlines Crew (2 marks)		
	5	Suitability of Location: - Food streets/Restaurants (within 1 Km radius) (5 marks)		
	6	Security: - Hotel Entry Personal & Baggage Screening (2 marks) CCTV Cameras (2 marks) Room visits record (2 marks)		
	Total Marks	80	Minimum Marks to Qualify: 55	

Seal & Signature of Hotel/Bidder _____

II) Financial Proposal

Name of the Hotel: _____

Particulars	To be filled by Hotel
Currency of Rates	
Rates per room per night including all taxes (In Figures)	
Rates per room per night including all taxes (In Words)	
Detail of Taxes included in above rates	
Detail of Refundable Taxes	

Seal & Signature of Hotel/Bidder _____

III) DRAFT AGREEMENT

This Agreement is made on _____

BETWEEN

Pakistan International Airlines Corporation, a corporation incorporated under the laws of Pakistan having its Head Office at PIA Corporate Head Office Building Karachi, Airport, Karachi and a Branch Office in the city of _____, situated at _____, _____, _____, (hereinafter referred to as the "PIAC" which expression shall where the context so admits include its successors and assigns) of the ONE PART

AND

M/s _____, having its registered office at _____, _____, _____, _____.

Whereas, PIAC in order to provide with lodging/boarding facilities to its Crew/Employees requested M/s _____, _____ to provide the said facilities to its Crew/Employees

AND

Whereas, M/s _____ Hotel has assured PIA that it has the capability of effectively performing the services desired/required by PIA, and has agreed to accommodate PIAC's Crew in their property.

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

NOW THIS DEED WITNESSES AS UNDER:

ARTICLE - (1)

DURATION OF THE AGREEMENT

This agreement shall remain valid w.e.f. _____ to _____ unless sooner terminated under the provisions of Article -2 of this agreement.

ARTICLE - (2)

TERMINATION OF THE AGREEMENT

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

ARTICLE (3)

SERVICES AGREED TO BY HOTEL FOR PIA CREW MEMBERS AND OR EMPLOYEES

Services to be provided by the hotel as per Schedule "A" mentioned in Technical Specifications and other hotel privileges agreed upon/offered by hotel that forms an integral part of this agreement. The detail of the crew facilities and privileges shall be appended to the finalized agreement as an Appendix 'A'.

ARTICLE - (4)

MODE OF PAYMENT

- i. For all rooms effectively occupied by Airline Crew members/employees, the Hotel charges Airline on the basis of rates indicated in this Agreement.
- ii. Hotel will submit bills/invoices to the local office of PIAC with the original daily vouchers duly signed by PIAC' authorized representative with ledger on weekly basis, bearing the name of each Crew member who has stayed in the Hotel, for the purpose of reconciling by PIAC.
- iii. PIAC shall make payment of room rate together with all applicable taxes. All other expenses incurred by any Crew member shall be paid by the concerned Crew member at check-out.
- i) PIAC guarantees to settle the invoices submitted by the hotel within the period of 30 days of its receipt.

ARTICLE - (5)

Hotel's Obligation

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

ARTICLE - (6)

INDEMNIFY

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

ARTICLE (7)

ALLOCATION OF ROOMS

- i. All rooms will be based on One Person, One Bed.
- ii. Approximate Rooms to be provided per day _____, Per Week _____.
- iii. In case of sickness of PIA crew, expenses on medicine, doctor visits, related taxi expenses, will also be billed to PIAC. Expenses on meals or other expenses not covered by this agreement, will be billed to the individual crew members. Each member of the Crew shall be liable to make the payment in accordance with the invoices/bills of the hotel at the time of check-out.

NOTICE FOR RESERVATION

- i) A weekly/monthly schedule of rooms requirements will be provided by PIA to the hotel. PIAC will update this schedule at least 24 hours prior to the arrival day with the exact number of rooms needed and the arrival and departure times of the Crew. As such, Hotel will allocate rooms accordingly.
- ii) In the unlikely event that Hotel is not able to accommodate the Crew at hotel in rooms reconfirmed by the hotel at least 24 hours prior to arrival as per terms of this agreement; the hotel will provide alternative accommodation for the affected crew in another hotel of

same standard. Any additional expenses involved on the alternative accommodation shall be borne by the hotel.

- iii) In case of arrival of additional Crew members at the hotel without prior re-confirmation by the hotel, these additional members of the crew will be accommodated on rooms availability basis. In case the hotel cannot accommodate the Crew members in excess of the 24 hours prior reconfirmed rooms, it shall be PIAC's sole responsibility to find alternative accommodation. The cost for transport and accommodation in this case is at PIAC's expense.

ARTICLE - (8)

Check-in/Check-Out Timings

A Check-in/Check-out Window is required that allows Count of Room Night actually starts at the time PIA crew Checks-in. Counting of room nights shall be on back-to-back basis counting a total 7 nights per room for 7 days a week

OR

Hotel's alternative proposal whichever incurs least annual nights.

ARTICLE - (9)

PAYMENTS

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

If the services provided by the hotel are not up to the standard/acceptable to PIA, then PIA may get the required services performed through other ways and means at risk and cost of the hotel. The expenditures incurred on obtaining such services shall be deducted from the amounts due from PIA to the hotel.

ARTICLE - (10)

FORCE MAJEURE

Except as provided under this agreement neither party shall be liable for any failure or delay in performance of its obligations due to any cause beyond its reasonable control including and without limitation, diversion of plane due to bad weather conditions, act of public enemy, war, rebellion, insurrection, fire, accident, act of God and act of state.

ARTICLE (11)

NON-DISCLOSURE

Subject to any law or order of any court, each party undertakes not to disclose any of the information, data and documents given to it by the other party or which it has been informed of during the performance of the present Agreement. The parties agree to take all the necessary precautions to comply with such obligations, particularly with regard to its personnel, including the one of any potential sub-contractor.

ARTICLE (12)

LIABILITY

The Hotel is liable for any death or injury or damage caused to Airline or any third party (including Airline staff) in performance of the services they manage directly or owing to failure to comply with contract terms (including those of the Schedules to this Agreement), unless the damage is caused directly by the willful misconduct of Airline.

ARTICLE (13)

INSURANCE

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

ARTICLE (14)

GOVERNING LAW

This Agreement shall be governed by the law of the Land.

ARTICLE (15)

DISPUTE RESOLUTION

All questions, differences and disputes arising or that may arise in respect of the agreement will be resolved through amicable negotiation by both the parties and, whatsoever remains unresolved by such amicable negotiations, shall be finally settled through Arbitration at _____ in accordance with the provision of the law of the land. The final arbitral decision shall be binding on the parties.

ARTICLE - (16)

NOTICES

All notices requests and demands given to or made upon the parties shall be in writing and posted through registered mail and confirmatory email addressed to the above mentioned designated officers.

ARTICLE - (17)

CORRESPONDENCE

The hotel shall not correspond or approach any other authority, person, directly or indirectly, whether staff of PIA or otherwise authorized by PIA, except Manager PIA of the city where hotel is located or Manager Crew Hotac, PIA regarding any matter arising from this agreement with PIA.

ARTICLE - (18)

BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or on behalf of the hotel, of his partner, agent or servant or any on its behalf to any officer, servant, representative or agent of PIA for showing or for berating to show favor or disfavor to any person interrelation to this or any other agreement with PIA, shall subject the hotel to the cancellation of this and all or any other contracts.

ARTICLE - (19)

NO BROKER

It is understood and agreed that no broker, agent have participated in bringing the parties together in the negotiation, and preparation of this agreement and the hotel hereby warrants that price of the subject matter of this agreement hereof has not been enhanced or increased to accommodate directly and/or indirectly any commission or fees to any person or entity whatsoever. Hotel agrees to indemnify and hold harmless PIA from and against all claims, demands, liabilities, damages, losses and judgment which may be suffered by accord against charge to are recoverable from PIA and which arises out of contractor's actions or negotiations with or respect to brokers or agent.

ARTICLE - (20)

SUB-LETTING THE ASSIGNMENT

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

ARTICLE - (21)

MISCELLANEOUS

- a. PIA shall have a right of periodic inspection of the facilities and services provided by the hotel to crew members of PIA. For the purpose of any Evaluation or meeting with Hotels, hotel shall provide complimentary accommodation (Two room nights per annum) to the Hotac Committee members coming from Head Office.
- b. This agreement supersedes all prior agreements and understanding relating to the subject. All terms and conditions of the tender documents are valid to the extent that they are not repugnant with the terms and conditions of this agreement.
- c. Titles are inserted in this agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of agreement and / or not to deemed an integral part thereof.
- d. This agreement shall not be varied, modified, altered, amended or supplemented etc except by the mutual consent by both parties in writing.
- e. This agreement shall be binding upon and shall incur to the benefit of both parties hereto and their respective successors and assigns provided that such assignment have been made in accordance with the laws as mentioned hereinabove.

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

FOR & ON BEHALF OF
Pakistan International Airlines

FOR & ON BEHALF OF THE
Hotel

NAME _____

NAME _____

DESIGNATION _____

DESIGNATION _____

SEAL _____

SEAL _____

WITNESS :

WITNESS :

SIGN _____

SIGN _____

NAME _____

NAME _____

CNIC NO _____

CNIC NO _____

ADDRESS _____

ADDRESS _____

IV) INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage Etc. Payable By The Hotel

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

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

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

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

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

PLEASE TICK THE FOLLOWING CHECKLIST ITEMS AND ATTACH WITH TECHNICAL PROPOSAL:

Check list before submission of bid / proposal (Tick each item below)

- | | | |
|------------------------|-------------------------------------------|-----|
| I) Technical Proposal | - Signed & stamped by the hotel | [] |
| II) Financial Proposal | - Signed & stamped by the hotel | [] |
| III) Draft Agreement | - Each page signed & stamped by the hotel | [] |
| Integrity Pact | - Signed & stamped by the hotel | [] |