



Airport Hotel

Sky rooms (private) limited (A PIACL Subsidiary)

Purchase Department

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E-mail: purchasemgr.sr@piac.aero

Website: www.airporthotel.com.pk

REF: APH/PUR/ Re-Software/18-2022

Tender Cost Rs. 6000/- (Non Refundable)

INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS

M/S _____

SUBJECT: ANNUAL REQUIREMENT FOR THE SUPPLY OF COMPUTER SOFTWARE & MAINTENANCE FOR THE YEAR 2022-2023 AT SKYROOMS (PRIVATE) LIMITED, AIRPORT HOTEL KARACHI.

Dear Sirs,

We are pleased to invite your sealed tenders for the items listed in the attached schedule/s. In case of more than one schedule, separate tender for each schedule should be furnished. The terms & conditions of the tender/supplies are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In Single Stage Two Envelope Basis** addressed to Purchase Manager Airport Hotel Karachi. The tenders may be dropped in the tender box marked as “**Tender Box Purchases Section**” placed at Purchase Office latest by 11:00 hours **30/05/2022** on the specified date . You may also send your tenders through registered A/D mail addressed to Purchase Manager Airport Hotel, which must reach before the closing date and time mentioned above. Tenders will be opened at **11:00 hours** the same day in the presence of tenderers.
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of Purchase Manager Commercial Purchase and Contract in this respect shall be final and binding.

EARNEST MONEY

The Tender should be accompanied by a 2% (two) of the tendered value having been deposited in terms of a Pay Order payable at Karachi in lieu thereof in the name of **M/S Sky Room (Pvt) Ltd** as interest-free Earnest Money (Refundable) in Financial Proposal / Security deposit in the shape of Pay Order of an equivalent amount or a Bank Guarantee for an equivalent & remain valid 3-months after the expiry period of the Contract. . All tenders without Earnest Money shall not be considered.

SECURITY DEPOSIT

The successful tenderers upon award of Contract / Purchase Order will be required to furnish in the amount equivalent to 5% of the total tender value as interest-free Security deposit in the shape of Pay Order of an equivalent amount or a Bank Guarantee for an equivalent amount countersigned by the Head Office of the Bank 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.

PREPARATION OF TENDER

Tender will be opened on “**Single Stage Two envelopes**” basis. All bidders must submit **two sealed envelopes** “Technical proposal and Financial Proposal” on specified tender opening date/time. Technical Proposal will be opened on same date, whereas Financial Proposal will remain sealed till the evaluation of samples by Sky Room Management. Evaluation report uploaded on PPRA/Airport hotel website. After 10 days the Financial Proposal of only those bidders will be opened whose sample are found acceptable.

Financial Proposal having following documents.

- a) The Schedule duly filled in, signed and sealed.
- b) Pay Order for Earnest Money 2 %(Refundable).

Technical Proposal having following documents.

- a) Tender Fees Pay Order of RS. 6,000 (NOT REFUNDABLE)
- b) Company profile, Copy of GST & NTN or SRB if applicable certificate and technical literature.

If not provided , bid will be rejected On Spot.

The outer cover of envelopes should bear address of the General Manager Airport hotel, JIAP Karachi - Tender reference number, opening date and company name.

All information about the material proposed to be supplied must be given as required in the schedule to tender.

The tender will not be considered if complete information required is not given therein.

Particular attention must be paid to delivery time.

Authorized Signatures of individual signing the tender and other documents connected with the contract must specify whether signing as:

- a) Sole Proprietor or his attorney.
- b) A registered active partner of the firm or his attorney.

- c) For the firm per procreation.
- d) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.
- e) The Tenderers must indicate whether its firm / company / organization etc is registered with Airport hotel or not. If registered then specify Registration number.

PRICE

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all duties / taxes, packing, octroi and delivery charges for free delivery to Karachi Airport. However, if GST is applicable, same should be shown separately.
- b) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- c) The Prices must be stated for each item separately both **in words and figures** in Pakistan Currency. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 120 days.
- e) Quotation must be written on Sky Room /Airport Hotel prescribed form otherwise Bids will not be entertained.
- f) 1% of the total amount will be kept by APH/Sky Room Finance till the completion of Warranty.

ACCEPTANCE OF TENDER

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

Yours truly,
For: SkyRoom Pvt Ltd

GM Airport Hotel

Encl:

- 1. Tender Schedule-A
- 2. Terms & Conditions

Notes: 1- Prescribed Tenders form for the subject item may be directly downloaded from Airport Hotel / PPRA website.

TOR

Terms of Reference (TOR) for the procurement of

"A FULLY INTEGRATED HOSPITALITY MANAGEMENT SYSTEM TO TRACK THE WHOLE BUSINESS & DATA MIGRATION TO NEW APPLICATION"

Annexure # 1

Feature's	Feature Details
Technology Solution	
	The HMS should be Web based, should be compatible with All browser and support web standards
	The HMS must be Mobile Responsive Designed, attractive and theme, coloring, and personalization enabled
	The HMS On-Prime Or Cloud Based the Solution may be accepted
	Back end DB Oracle, Ms-Sql Or Open DB Supportive Database
	The HMS Must Be Real Integrated Environment Enabled For Multidimensional Analysis, Offers The Possibility Of Surfing Among Data And Obtain Every Possible Variable Or Analysis Perspective (Cube).
	The HMS must be equipped with Integrated Reporting "System Can Easily Create/Modify The Reports By users To Have Data Represented With The Format And Layout We Wish So!"
	System Must Provide Booking Engine For The Management Of Your Booking Portal Or Website.
	The HMS should be able to interface with Partner Of Airlines, Hoteliers, Agencies And Travel Services Provider Sell, Distribution Agencies
	HMS may be Mobile Apps (Android, IOS Based) enabled (if acquire, Management Live reporting, Booking Status, Management dashboard, & for Customer then can submit their request, see there Bill, Booking details)
	Call Center Supportive (can be interface call center application)
	HMS can be deployed on Linux, Windows based OS, Web-Server
	System must be supportive to Fail-Over / Standby Server BCP
	The HMS full supportive for Back Office operations
	The HMS must support WHITE LABELING
	The HMS can be interfaceD (send/receive) Type A & Type B "Edifact" & Sita'S HIn Messaging Supportive (We could use any or All messaging protocol)
	The HMS Must support Audit Trail and comprehensive Role base management and authentication
	Must Be Real-time To Customer As Well As Travel Agents And Hotel Management (Inventory, Financial, Assets, Reservation)

	The HMS should work as standalone system the the expire of Main contract (the system shall remain available "Read Only- Archive Mode" so that reports could generate and perform Audits
	Supportive For Single Sign On / Active Directory / Access Control Mechnisimfront Desk Office
	The HMS must be supportive and compatible to all Desktop/Server Printer, Thermal Printer, Line Printer etc.
	Vendor must be responsible for Performance Guranty of the system (system should remaing available according to defined parameters In SLA)
	Content Management Enable
	Sms Notification Enable
	Email Notification Enable
	ChatBot, Live Helpdesk Support Tie
Front Office	
	Bookings (individual, Group, Corporate)
	Reservations
	Individual And Group Check-Ins
	Individual And Group Check-Outs
	Current Guests
	Room Availability
	Dashboard And Custom Reporting
	Daily Planning
	Department Charges
	Registration Forms
	Arrivals & Departure Planning
	Fleet Management
	Human Resources and Attendance/Shift Management
	Corm
	Easily Handle All the Reservations from All Channels.
	User-Friendly And Ease-Of-Use Dashboard.
	Task Management: Manage Tasks of The Departments: Maintenance, Laundry, Transportation
	Task Management: Manage Staff List and Allocate Tasks.
	Check-In Form
	Check-Out Form
	Advance Booking Form
	Cash Opening Shift Wise Form
	Advance Party Booking Form
	Cash Receipts Form
	Check-Out Reports
	Bulk Check-Out Sheet
	Counter Sale Form
	Block Wise Room Status Sheet
	Lunch And Dinner Position Report
	Cash Made Up Form

	Departure Sheet
	Room Occupancy Report
	Arrival Departure Register
	Invoice Summary
	Universal Report
	Revenue Summary
	Daily Sales Summary
	Dining Hall Report
	Sales Invoice Journal
	Daily Posting Form
	Room Type Form
	GI Posting
	GI Revenue Posting
	Dining Hall Sales Form
	Dining Hall Report
	Monthly Revenue Report
	Room Status Report With Record
	Room Status Backup(Auto Save)
	The HMS Personalize Booking Supportive
	Refund Form
Food & Beverage (P.O.S.)	
	Workstations For The Management Of Bars
	Restaurants And Shops
	Shop- Inventory Management & Reports
	Take Orders Faster And On-The-Go With Mobile Ordering App Or Nearby Pos Devices
	Real-Time Data Updated Across All Pos.
	Multi-Functions: Split-Merge Bills, Notify To Kitchen, Bill History, Promotion
	Receive And Review Notification In Case Of Error Kitchen Printing, Cancelled Orders, Refund Orders.
	Food Bills Generation
	Customer Category For Billing (Cash, Bill Sign, Cc)
	Menu Feeding (Alaa Carte, Beverages, Buffet, Customized For Parties)
	Daily Food/Beverage Order Record Sheet
	Requisitions (Zones Wise) And Issuance
	Recipe Management (Standardize) And Costing
	Menu Management And Costing
	Internal Inventory Management (Ingredient Tracking, Fast Data Entry, Forecast Kitchen Needs, Ingredient Tracking)
	Production Requisitions And Consumption Sheet (Zone Wise)
Integrations to your PMS & more	
	2-Way Integration With Pms (Passenger management system PSS) And Provide Api Connection With External Partners.

	Seamless Integrations With Other Hotel Management Systems, Various Key Payment Gateways: And Many Card Issuers Follow International Standards.
	Synchronize Contacts (From And Towards Ms Outlook, Zimbira), Centralized Fax Management With Ms Exchange, Ms Word And Ms Excel Directly Integrated As System Documents In Order To Manage The Company Protocol. All Documents Are Centralized And Saved On The DB Server.
	Integration Of Ms Pocket Pcs For The Management Of Front Office, Meeting & Banqueting, Catering, Housekeeping And Maintenance Palmtops
	Integration With The 3Cc System
	Integrated Crs For The Booking Centre With Visibility Of Rates, Promotions, Packages And Corporate Agreements.
	Ds And Gds Multichannel System With A Bidirectional Interface
	Gds, Xml And Travel Api Integration Enable
	Non-Gds Integration Supportive
	Gds Api Integration
	Supplier will do Integration with Fiscal / Bio Metric Attendance system for routine attendance
	Migration With Ids (Internet Distribution Services For Hotels) And Gds Systems
Cost Accounting / Controlling	
	Streamlining Of All Accounting Activities, Including General Accounting
	Configuration And Update Of The Chart Of Accounts
	Multi-Currency Management
	Budget
	In Line With The Ifs Model
	Generation Of Profit And Loss Reports For Individual Cost Centers
	Definition Of Profit Centers And Of Relations With The Chart Of Accounts;
	Multi Currency Conversion
	Multiple Payment Options
Payment flow	
	Management Of All Financial Operations,
	Such As Cash Revenue, Deposits, Down Payments, Credit Card Payments, And Bank Statement Of Account Reconciliations
accounts receivable module	
	Invoice Wise Entry Level Trail. Party Wise Outstanding Details Along With Ageing
accounts payable module	
	Payment Voucher Wise Entry Level Detail
	Vendor Wise Outstanding Details Along With Ageing
cash management	

system	
	Ability To Print System Generated Cheque
	Ability To Generate System Based Cash Receipts
	System Based Settlement Of Crs With Receivables
	System Based Settlement Of Pvs / Cheque With Payment Invoices
	System Based Reconciliation Of Cash With Bank
	Support Of Month End Bank Reconciliation
	payroll system duly integrated with HR module
inventory management system	
	Duly Integrated With The Financial System. Front Desk / Reservation System Should Be Integrated With The Financial System
	Ability To Generate MP Run And Generate Po/Pr Automation With Mrp (Material Resource Planning - For Kitchen, Mm)
	Master Data
	Material & Vendor Master
	Account Determination & Valuation Of Material
	Inventory Management
	Invoice Verification
	Material Requirement Planning Etc.
Housekeeping	
	Houseman Report With Backup
	Room Status With Date Range
	Housekeeping Requisition Form
	Complaint management (Admin / Customer / Staff)
Fixed Assets	
	Complete Management Of Maintenance Within The Facility. This Allows Complete Planning Of The Service And Tracking Of The Activities Underway.
	Management Of Company Assets With Direct Financial Integration
	Definition Of Depreciation Scenarios From A Management And Fiscal Point Of View
	Asset Repositioning And Re-Setting
	Revenue & Cape Budget
	Optimize Departmental Expenses
	Optimize Human Resource Allocation
	Centralized Dashboard For Asset Management
	Record Every Asset Movement
	Record Maintenance Expenses (Cost Recording For Repairs, Labor And Spares Used In Each Maintenance Activity.)
	Monitoring Asset & Scheduling Maintenance Should Be Plan And Easy To Use
	Record Every Ticket
	Monthly & Periodic Maintenance
	Assets Maintenance By In-House Technician Team
	Track Equipment Performance, Breakdown And Analytics
	24*7 Helpdesk To Support Breakdown Maintenance
	Preventive Maintenance Schedules For Each Equipment Assigned To Technician.
	Asset & Equipment Tracking (Rfid) Or Qr Code

	Asset Loss/Theft Prevention Builtin Gate Pass In & Out Feature
	Movement History Of Assets Should Be Retain In System
	Get Alert & Reminders For Returning Leased Assets, Maintenance Plan , Inventory Goes Below Set Point
	While Adding New Assets System May Support To Add An Images Or Other Files Of Assets For Convenience.
	Room Maintenance Report With Date Range
	Maintenance Requisition Form provision (Manual or Work Order Notification)
	Work Order and Resource (Staff Management. Assignment, Material Issuance)
Storehouse/Supplies office	
	Management Of Inventory Master Data
	Stock On Hand
	Pricelists
	Special Agreements
	Logistic Handling Between Warehouses And Stock Evaluation
	Picking Lists
	Inventory Management
	Direct Consumer Discharge
	Handling Between Different Locations
	Purchase Orders
	Workflow For Purchase Management
	Connected To Delivery Notes And Incoming Invoices.
	Partial Payment
	Reconciliation
	Inspection
	Bin / Cabinet Store Management
	Yard Management
	Controlled / Un-Controlled Store Enviropemtn
	Shelf life Management
	Liquid / Oil Storage And Issuance Manamenegt
	Issuance Voucher Snd Receipts
	Sr /Grn Srn Auto And Manual Processing
	Yard and Storage configuration and management
	Stock Transfer (B/w Store, MM, Bin, Location)
	Material Issuance and return
	Hazardous Material Handling and Safety handling
	Temperature & Humidity Compliance (For Ambient Conditions And Perishable Items Storage)
Purchases	
	Management Of All Supplier-Related Activities
	Contracts, Purchase Requests, Rap, RFP, PR, Rs
	Purchase Orders
	Stock On Hand Level Updates
	Returns Management

	Credit Notes And Payments
	The System Shall Track All Meals Purchased In The Hotel (Restaurant And Room Service).
	The System Shall Record Payment And Payment Type For Meals
	The System Shall Bill The Current Room If Payment Is Not Made At Time Of Service
	Purchase Requisition (Pop Required As Per Approved Purchase Get The Notification).
	Purchase Order (Need By Date , Along With Delivery Location)(Budget String Facility Attached With)
	Quality Check With Rejection Facility.
	Systematic Means Computer Generated Material Note Receiving Facility.
	Request For Quotation Facility.
	Vendor Analysis On Monthly & Quarter Basis.
	Computerized Receipt Voucher.
HUMAN RESOURCES DEPARTMENT	
	Designed To Be Compatible With Any Future Technology.
	List Of Employees,
	Roles And Departments,
	Management Of Correspondence With Employees (Employment Letters, Memos, Etc.),
	Shift Management By Department,
	Attendance Management.
	Payroll
	Cheque Printing And Disbursement Of Salary Into Bank Accounts
	1. Input Data For HR-IS:-:
	1.1 Personal Information (About The Individual)
	1.2 Organization Information (Position Based Hierarchy)
	2. Employee Profile:
	2.1 Others (Disciplinary, Appreciations, Medical References And Absenteeism)
	2.2 Employee Service Card Development And Issuance.
	2.3 Employee Bio-Metric Based Attendance Integration For Payroll Development.
	2.4 Leave Management System For (Permanent & Daily Wages Employees).
	2.5 Employee Transfer, Re-Designation, Promotion, Change Of Department, Increment, Increment Held Up, Salary Deductions For Certain Time Period, Demotion, Suspension, Process Of Termination And Resignation Etc. (System Will Generate Different Dynamic Reports As Per Requirement).
	2.6 Hr. Processes Based On Workflows, Approval Management System
	2.7 Document Management And Storage (Dms - File Storage Based)
	2.8 Rewards And Recognition
	<u>Output Data From HR-IS:-:</u>
	Employee Benefits Record.
	Recruitment / Talent Acquisition Management.
	Employee Attendance Record Management.
	Employees Various Processes Reports.
	Attendance retrieval through Facial & Biometric device,
	Facilities Of Import And Export Data To And From Excel And Word Applications.

Data Migration	
	The company who will win the contract must be responsible to migrate (ALL) data from previous system to new one
	New vendor shall be responsible for (technical/Financial) Data ETL, Audit, Data validation, Data Governance and transformation and User acceptance for data migration activity
Configuration, Change & Project Management	
	Vendor shall be fully responsible for project management and execution, in case of failure Penalty will be imposed
	Vendor shall be responsible to fully configure the system in terms of Technical/Functional
	All changes must be carried out through change management process, with consent of PIA management
	Vendor must offer Development/customization 1000 FREE manhours / each year during contract period - PIA / vendor Change management board will mutually decide the man hours, In case of free-hours fully utilized then Per hour Rate defined in SLA will be considered.
	On-Site Maintenance / Off-Site maintenance will be defined in SLA and considered an integral part of the main agreement.
	Re-Configuration of Existing GDS, Agoda, Booking.com into New system
Tangible and measurable outputs of the work assignment is including delivery schedules & milestones, UAT, Go-Live and post implementation support as defined in SLA.	
The payments will be made per % of the total cost of the Project	
Timeline / Milestone	Deliverable outputs
1st	Document Reviewed, Requirement gather completed, Data extraction and Data Migration preparedness, Develop and Submit project plan for implementation,
2nd	Creation of System Landscape (System Installation and Configuration of New system according to PIA policies, Data Migration & Testing from new system " Reports, GL matching", Validate the finalized database after migration and decommission the old database & acceptance of data-migration from User)
3rd	UAT - User acceptance test for All modules and functionality
4th	Go-Live
5th	Submit formal - Project closure report which includes (As built, Closure of Project, Reports, Code, all project documents, User roles, system Configuration)
Submission requirement	
	The submission package must include two separate proposals in two sealed envelopes addressed to (Provide your legal name AIRPORT HOTEL KARACHI)

May be add by Airport Hotel Team	
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ITEM	For the Year (One)	GST (if applicable)	Cost of Total QTY (with GST)
A fully integrated hospitality management system to track the whole business & data migration to new applications. To provide maintenance, backup support, up-gradation / enhancement of software			
Total			

Software must contain the following Modules:

All modules should be working on a web-based application.

- **Purchase & Payables.**
- **Store / Stock, Inventory.**
- **Fixed assets (Including all details).**
- **Receivables & Sales.**
- **General Ledger, Costing & Accounts (complete financial module).**
- **Payroll (Completely automated and compatible with attendance recording machine).**
- **Booking Management (Front Office, Café Fly & Dining Hall).**
- **Administration (Housekeeping, Maintenance).**
- **Dashboard for financials (Receivables & Payables).**
- **Audit Trail.**
- **Reinstallation or reconfiguration of software with full user rights.**
- **Further new reports will be provided as per requirements (without additional cost).**

Who can supply/apply:

- Software Development companies with a minimum of 5 years of service-providing experience.

Demonstration & Training:

- Demonstration must be provided as per demand without additional charges.
- Training must be provided for at least one month.

Other Terms & Conditions:

- Any sort of data of Sky rooms (Private) Limited, Airport Hotel must not be shared with anyone under any circumstances. In case of non-compliance, penalty and legal actions will be taken.
- In case of the end of the contract by any reason, the service provider is responsible to provide complete data and backup support for at least two years with complete admin access.
- Service provider must visit at least twice a week & on demand to cater to any sort of issues without any additional charges.
- Complete training
- Brochure with the complete specification of software must be provided for technical evaluation.
- Service provider is liable to inform Sky rooms (Private) Limited, Airport Hotel in 3 days advance in case of maintenance shutdown of software.
- User support must be available 24/7 over an electronic medium that is over phone, email etc.

- Previous data held on server to be restored on new system without any additional cost.
- Cost to provide maintenance and related service to be included in quoted price. No additional cost will be charged.
- Disaster Recovery Plan (DRP) to be designed & implemented in such a way that system remain operational in case of any fault/disaster .
- Both parties must have password for master user of the server.
- Any new website shall be integrated without any additional cost.
- All data is the property of the Airport Hotel at the end of the contract & the company is bound to share data with the Airport hotel.
- Responsibility for protection from viruses & Foreign intrusion shall be on software provider .

We/ I hereby confirmed having read and understood the terms and conditions of the tender and we / I expressly confirm and agree that our tender for the supply of the above-mentioned items is in terms of and subject to the terms and conditions of the tenders.

TENDERER'S SIGNATURE _____DESIGNATION _____

ADDRESS _____

Tel No. _____ Fax No. _____ Email _____

GST No. _____ NTN NO. _____

SEAL _____

Tender Terms & Conditions

- Annexure “A” is an integral part of tender and should be duly filled, signed and stamped by bidder.
- All bidders are required to quote rates on prescribed Annexure “A” format.
- All participants are required to quote rates inclusive of all Government taxes and GST, in case where taxes are not quoted, the bidder should mention “rates exclusive of taxes”.
- All bidders must quote single rate and advice on best possible delivery period.
- Quoted rates must be firm and fixed in all aspects
- Quotation must be **valid for 120 Days** from the date of technical proposal opening.
- Quantity may increase or decrease by +-10% to +- 15% is not the upper limit.
- Bid will be awarded on lowest rate basis (Item wise).
- Item qualification is subject to evaluation by providing sample to determine required quality by SRL and item found below SRL standard shall be rejected.
- Sky rooms reserves the right to ask vendor Service provider for Demo for best possible evaluation.
- Bidder must fulfil documentary requirements as per Sky rooms (Private) Limited, Airport Hotel procedure.
- Supply to be directly delivered to Airport Hotel, Karachi and must comply with laws of Pakistan.
- Payment will be carried out within 30 days on submission of bills.
- Sky rooms (Private) Limited, Airport Hotel, security pass for vehicle and employees is the responsibility of vendor.
- Supplier staff delivering good must wear clean proper uniform (including shoes) and company logo/identity otherwise fine of 02% per supply will be imposed.
- Manufacturer/ authorized dealer of manufacturer/distributor/ supermarket/ general order suppliers registered under GST/NTN.
- Delivery must be made at Sky rooms (Private) Limited, Airport Hotel.
- 2% earnest money pay order must be submitted along with financial bid.
- 5% security deposit to be submitted after awarding of contract.
- Delivery should be made in between 10:00 AM to 4:00 PM.
- All sort of stamp duty will be borne by the manufacturer / authorized dealer of manufacturer/ distributor / general order supplier.
- Voluntary discount in the form of percentage can be given by bidder before financial bid opening, any discount given afterwards, would not be considered.
- Manufacturer preferably be HACCP certified (if applicable) and product offered be approved by Pakistan Standards and Quality Control Authority (PSQCA) (if applicable). ISO certification may be considered an added advantage.
- Hotel Management has the right to impose penalty / fine if good / services are found not up to the mark or as per sample submitted.
- Goods received at Store, if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against

rejected goods would be provided as per delivery schedule laid down in the contract. The replacement will be provided without any additional cost.

- All matters connected with this inquiry and subsequent actions arising and thereafter fall within the scope of PAKISTAN OFFICIAL SECRET ACT 1923 which forbid providing contractual information to un-authorized / un-concerned person / organization. It is therefore, requested to ensure complete secrecy regarding documents.

- If the firm withdraws its offer or backs out from providing items won by the firm within validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend up to one year / forfeit the bid security.
- “Force Majeure” means any event, act / or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement. The Purchaser have the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure”.
- Supplier is strictly not allowed in hotel premises except designated waiting area and place where commodities are being delivered till specifically asked.
- If the supplier fails to deliver any or all of the goods/Services by date(s) of delivery or perform the related services within the period specified in the contract, the purchaser may take following action:
 1. Cancel the contract
 2. To purchase from elsewhere.
 3. The purchaser’s decision under this clause shall NOT be subjected to arbitration.

Hotel management reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA rules 2004 without thereby incurring any liability to the affected Bidder. Moreover, past performance of the firms may also be considered.

NOTE

If any stage documents provided by participants found tempered / bogus Earnest Money deposited will be forfeited.

Manufacturer / Authorized Distributor / Suppliers registered with sales tax authorities is allowed to participate with all related documents at the time of technical opening.

All Bidders Should fulfill every column and attach the relevant documents along with the proposals

The bidder not fulfilling and/all of the above shall be declared non-responsive / disqualified. In addition to this all terms and conditions should be complied with by the Bidder. Participants allow quoting one price one brand only, for all items, also quoting required mode of packing.

Agreement No. _____

Date: _____

AGREEMENT

Effective Subject to Approval by the management of Skyrooms (Private) Limited, Airport Hotel

THIS AGREEMENT is made on ____ (Date) _____ between Skyrooms (Private) Limited, Airport Hotel, a company incorporated and registered under the companies Act 1913 (now Companies Ordinance 1984) having its registered office at Airport Hotel, Karachi near old terminal building-1 (hereinafter called "Airport Hotel") of the one part and M/s _____ (Supplier) _____ having its registered office at _____ (Place) _____ (hereinafter called the "The supplier") of the other part.

WHEREAS, the Skyrooms (Private) Limited, Airport Hotel required supply of _____ (category/Items) _____ products.

And whereas Supplier has offered the provisioning of material as precisely described in the attached "Schedule I" thereof for each item in required quantity and quality and whereas the supplier has represented to and assured Skyrooms (Private) Limited, Airport Hotel that it has capability to supply the material desired / required by Skyrooms (Private) Limited, Airport Hotel, and whereas Skyrooms (Private) Limited, Airport Hotel has accepted the offer extended by the supplier upon terms and conditions set herein below:

ARTICLE – 1: TERMS OF THE AGREEMENT

This agreement is valid for one year effective from _____ and remains valid till _____, unless sooner terminated under the provision of this Agreement. The first term agreement is also extendable by Skyrooms (Private) Limited, Airport Hotel, if deemed necessary, for another two terms on the same rates, terms and conditions subject to mutual agreement and management's approval.

ARTICLE – 2: TERMINATION OF THE AGREEMENT

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving **60 days written notice** to the other party with assigning any reason or cause thereof.

ARTICLE – 3: PRICES

Skyrooms (Private) Limited, Airport Hotel agrees to accept the material / services as per agreed rates described in the annexed Schedule(s). These rates shall include Sales, Tax, Delivery Charges and any other charges / taxes required to be paid on any material supplied or services performed under this Agreement and shall remain firm and final for the duration of

this Agreement which shall not be enhanced by the supplier on any account whatsoever. However, on provision by the supplier of all related Govt. notification and the support of their applicability on him or products in writing, all taxes/levies such as Sales Tax, Octroi or taxes under any name levied on the product by the Federal, Provisional or Local governments, or added to the existing taxes after the prices quoted will be added to the quoted prices and applied accordingly to the bills/invoices. Similarly, benefit of all Federal Provincial or Local government taxes, withdrawn from the existing taxes, after the price quoted in the tender will be passed on to Skyrooms (Private) Limited, Airport Hotel by subtracting them from the bills / invoices.

ARTICLE – 4: PAYMENT

Payment in respect of supply shall be made by Finance Manager Airport Hotel Karachi, within 30 days of the submission of the pre-receipted / certified bills along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable goods, which are to be drawn strictly in conformity with the orders placed by the concerned department under this Agreement. The payment(s) shall be made to the supplier after deduction of all required Government taxes or fees levied by any Federal / Provincial Government or its authorities.

ARTICLE – 5: SECURITY DEPOSIT / EARNEST MONEY

The supplier shall provide a Pay Order in the name of Skyrooms (Private) Limited, Airport Hotel or bank guarantee of equivalent to 2% of the bid value as bid security amount in lieu of cash or insurance as demanded by the SRL. If an irrevocable Bank Guarantee is provided as security, then the validity of this bank guarantee may be replaced by another irrevocable Bank Guarantee as security deposit with the validity period equal to the duration of the contract plus 180 days. However, upon successful completion of the contract and not further extended, the bank guarantee etc. will be returned within 90 days.

Skyrooms (Private) Limited, Airport Hotel shall always have lien to this deposit to recover any amount in case the Supplier fails to comply with any or all provisions of this Agreement or any other extension thereof. Skyrooms (Private) Limited, Airport Hotel shall have the right to recover / adjust all liabilities of the supplier from the amount deposited or bank guarantee furnished by the supplier.

ARTICLE – 6: RECOVERIES

When any amount is recoverable from the Supplier due to risk purchase or any other default under this Agreement, then Skyrooms (Private) Limited, Airport Hotel shall intimate the same to the supplier with supporting reasons and evidence. The supplier shall have a right to review such claim and extend it reservations or acceptance within 15 days of receipt of such intimation. In the event of acceptance Skyrooms (Private) Limited, Airport Hotel shall be entitled to deduct such amount from the pending bills of the Supplier.

ARTICLE – 7: MODE OF SUPPLY

- a) Supply is to be made on as and when required basis. The requirement will be provided two days in advance and time of delivery of material, as specified on the Skyrooms (Private) Limited, Airport Hotel Purchase Orders / Receipt Forms, will have a cushion of 24 hours which shall be followed by the Supplier. These requirements shall be in

line with the Monthly projections of Skyrooms (Private) Limited, Airport Hotel referred in Article 9.

- b) The supplier's employee/s bringing deliveries of frozen products supplies will bring, without fail, copies of delivery challans along with the supplies to fulfill documents / check formalities.
- c) Products from the supplier's delivery vehicle shall be offloaded within two hours of arrival of the vehicle at the Purchaser's specified location and shall not be detained beyond two hours. In the event the products are not offloaded within two hours then the supplier shall have the right to return without off-loading the products and such non-delivery will not be considered default at part of the Supplier.

ARTICLE – 8: HYGIENIC STANDARD

- a) The items supplied shall be in conformity with the quality standards laid down in “**Schedule _A_**” in respect of physical specifications and in respect of microbiological specifications for each product. In the event of non-conformity, the relevant batch of supplies shall be replaced by the supplier at its own cost. The samples for testing standards specified herein will be taken promptly at the time of arrival of supplies; sealed samples will be retained both by Skyrooms (Private) Limited, Airport Hotel and the Supplier for submitting to an expert laboratory for microbial specifications.
- b) Material is to be brought in clean and hygienically fit crates / cartons covering as per defined guidelines to be handed over to the Supplier.
- c) The supplier's employees entering Skyrooms (Private) Limited, Airport Hotel Building for delivery of fresh supplies would be in clean uniform / clothes as per defined guidelines to be handed over to the Supplier.
- d) In case of non-compliance of any of above conditions the supplier shall be notified in writing specifying the deficiency. In case the deficiency is not rectified within 15 days of notification a fine up to 2% of supplies value shall be imposed and intimated to the supplier and the same will be deducted from the Supplier's bills.

ARTICLE – 9: DELIVERY

TIME IS THE ESSENCE OF THIS AGREEMENT. All deliveries shall be completed as specified in the mode of supply described herein below or the delivery schedule given in the purchase order / requisitions, which however, will be in conformity with Article 7. Unless otherwise agreed, delivery of the material under this agreement shall be made at Skyrooms (Private) Limited, Airport Hotel. Airport Hotel shall give monthly projections of requirement for each item/product etc. to the supplier 7 days before start of the month. Should then supplier fail to deliver any supplies within the stipulated time as mentioned in the delivery schedule or any extension thereof, Skyrooms (Private) Limited, Airport Hotel shall be entitled at its sole discretion to purchase from elsewhere such supplies at the risk and expenses of the Supplier as provided herein below:

- a) That in case of any delay in delivery beyond 24 hours of the delivery schedule by the Supplier, Manager Purchase shall have the right to carry out risk purchase underwritten intimation to the supplier.

- b) If the Supplier fails to supply less than 75% of an ordered quantity of the delivery schedule, Skyrooms (Private) Limited, Airport Hotel have the right to carry out Risk Purchase underwritten intimation to the supplier.
- c) In order to avoid risk purchase situation on account of reasons given in (a) and (b) above, Skyrooms (Private) Limited, Airport Hotel will maintain a stock of three days for contingencies; and in case of unavoidable situation Skyrooms (Private) Limited, Airport Hotel may exercise the right of risk purchase and will take necessary steps diligently to obtain fair price as prevalent in the market.
- d) In case action is taken as mentioned above, the Supplier shall be liable and accounted for any reasonable price difference which may result out of such transaction.
- e) As soon as it is apparent that the delivery schedule cannot be adhered to the Supplier shall request Skyrooms (Private) Limited, Airport Hotel for the extension of delivery period, 24 hours before the expiry of time of delivery schedule. Skyrooms (Private) Limited, Airport Hotel may allow such additional time if it consider that the reason of delay is justified and not detrimental to its interest.
- f) The annual quantities mentioned in the annexed schedule(s) may increase / decrease up to 15% according to the requirement of the Skyrooms (Private) Limited, Airport Hotel and the Supplier agrees to supply the same accordingly. There will be no compensation for decreased quantity.
- g) Supply is to be made strictly as per specifications given in the Purchase Order(s). The employees of the Supplier bringing deliveries will deliver the same along with copies of delivery challans to fulfill the checking formalities.

ARTICLE – 10: TEST REPORT

It is hereby agreed that the supplier will provide a chemical test report about the item delivered to Skyrooms (Private) Limited, Airport Hotel every six months if required by SRL Airport hotel Karachi.

ARTICLE – 11: INSPECTION

- a) All supplies shall strictly conform to specification. In the event of non-conformity, inspection will be carried out by the authorized representatives of Skyrooms (Private) Limited, Airport Hotel and the supplier jointly, in reference to the batch numbers, production date, delivery dates, storage condition etc.
- b) If as a result of testing or checking, any supplied items / article is found to be of substandard quality and / or not in accordance with the specification because of the reasons solely attributable to the supplier, Skyrooms (Private) Limited, Airport Hotel shall have the right to reject the same. Skyrooms (Private) Limited, Airport Hotel will then allow the Supplier to replace the supplied material within 24 hours without extra cost to Skyrooms (Private) Limited, Airport Hotel. In the event the Supplier fails to replace the quantity, Skyrooms (Private) Limited, Airport Hotel may buy the quantity of supply so rejected from elsewhere at the risk and cost of Supplier, underwritten intimation to the Supplier. Purchases thus made may exceed the contracted rates but shall be reasonable.

- c) Verdict regarding rejection, acceptance and / or deviation of supplies delivered as confirmed by the joint committee of authorized representatives of Skyrooms (Private) Limited, Airport Hotel and the supplier shall be binding on the parties. However, if the Supplier desires to appeal against the decision of such rejection, he may appeal to CEO/Executive Director, Skyrooms (Private) Limited, Airport Hotel within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of CEO/ Executive Director, Skyrooms (Private) Limited, Airport Hotel shall be final and binding on the Supplier.
- d) All the above said liabilities of the Supplier are without prejudice to its other present / future liabilities arising from this Agreement whether due to performance and / or non-performance of its contractual obligation(s) or otherwise.

ARTICLE 12: INDEMNITY

The Supplier undertakes and agrees to indemnify and hold harmless Skyrooms (Private) Limited, Airport Hotel, 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 due to performance / non-performance of any services under this Agreement by the Supplier, its employees or its agents or otherwise. In any case, the obligation on the part of the Supplier to indemnify shall be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc. are proven to have been attributed beyond doubt solely to the Supplier.

ARTICLE 13: INSOLVENCY AND BREACH OF CONTRACT

Should the supplier be adjudicated insolvent or made to enter into any agreement for composition with creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement not herein specifically provided, Skyrooms (Private) Limited, Airport Hotel shall have the right to declare the Agreement terminated forthwith and in which case the Supplier shall be liable to the confiscation of security deposit and pay Skyrooms (Private) Limited, Airport Hotel for any extra expenses which might incur but it shall not be entitled to any gain or compensation from Skyrooms (Private) Limited, Airport Hotel.

ARTICLE – 14: SCHEDULE

For all intents and purposes, the schedule(s) annexed herewith shall form an integral part of this Agreement and the Supplier shall be bound to fulfill all the terms and conditions stipulated therein. Any deviation from the terms and conditions incorporated in the annexed schedule(s) or other part of the Agreement shall be deemed to be violation of this Agreement on the part of the supplier.

ARTICLE – 15: FORCE MAJEURE

Excepts as provided under this Agreement neither party shall be liable for any failure or delay in performing their obligation(s) due to any cause beyond its reasonable control including without limitation, fire, act of public enemy, war, rebellion, insurrection, act of God, act of state or of the judiciary.

ARTICLE – 16: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Supplier or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or Skyrooms (Private) Limited, Airport Hotel, for showing or for bearing to show favor of disfavor to any person in relation to his or any other agreement as aforesaid shall subject the Supplier to the cancellation of this and all or any other contract and also to the payment of amount to be decided by Managing Director, Skyrooms (Private) Limited, Airport Hotel as damages and the decision of the said Managing Director in this respect shall be final and binding on the supplier.

ARTICLE – 17: INTEGRITY PACT / DISCLOSURE CLAUSE (On the Letterhead of the Supplier)

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

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

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

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

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

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten time the sum of any commission, gratification, brief, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any

contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

ARTICLE – 18: ASSIGNMENT AND EXCLUSIVITY

The Supplier Shall Not Sublet, transfer or assign this Agreement to any other party without prior written Permission of Skyrooms (Private) Limited, Airport Hotel.

If the supplier assigns this Agreement to any other party wholly or partly in contravention of this Article, Skyrooms (Private) Limited, Airport Hotel in its discretion may terminate this Agreement and / or black list the debar the Contractor for future to execute any contract with Skyrooms (Private) Limited, Airport Hotel.

ARTICLE – 19: WAIVER

The Failure either party at any time to require the performance by other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce 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 – 20: 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 the Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so. Skyrooms (Private) Limited, Airport Hotel may without prejudice to other legal rights / remedies cancel the agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE – 21: CORRESPONDENCE

The Supplier will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of Skyrooms (Private) Limited, Airport Hotel or otherwise except the Deputy General Manager Commercial and General Manager (CPC) regarding any matter arising from this or any other Agreement with Skyrooms (Private) Limited, Airport Hotel. The Supplier may carry on correspondence with the designated officials of the User Department.

ARTICLE – 22: NOTICE

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

Purchase Manager
Skyrooms (Private) Limited

Supplier

Airport Hotel Head Office
Karachi Airport, 75200
E-mail: purchasemgr.sr@piac.aero

ARTICLE – 23: APPLICABLE LAW

This Agreement shall be governed by the laws of Islamic Republic of Pakistan.

ARTICLE – 24: GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with Laws of Pakistan.
- b) The parties agree & submit themselves to exclusive Jurisdiction of the Courts at Karachi.
- c) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. CEO/ Executive Director Skyrooms (Private) Limited, Airport Hotel, or his nominee shall be the sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement Skyrooms (Private) Limited, Airport Hotel may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

ARTICLE – 25: PPRA ACT & RULES

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

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY, MONTH AND THE YEAR MENTIONED HEREINABOVE

For and on behalf of
Skyrooms (Private) Limited, Airport Hotel
Signature & Seal _____
Name _____
Designation _____

For and on behalf of
SUPPLIER _____
Signature & Seal _____
Name _____
Designation _____

WITNESS:
Signature _____
Name (in Block letters) _____
C.N.I.C. No _____
Address _____

WITNESS:
Signature _____
Name (in block letters) _____
C.N.I.C. No _____
Address _____