

REF: UFM/Stitching of Uniform/22-23

Tender Cost / Fee : PKR 5,000/-

Dated : 12-09-2022

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS**

M/S \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Stitching of Uniform for Male Officers / Staff of PIA (Karachi Station)Annual Contract, extendable for another two terms on same rates, terms & conditions.**

Dear Sirs,

We are pleased to invite **sealed tenders** for items listed in the attached schedule. The terms & conditions of the tender / services are given below:-

**SUBMISSION OF TENDER**

1. Please send your sealed tenders / quotations on “Single Stage Two Sealed Envelope Basis” addressed to G.M Procurement, Supply Chain Management Department (Store) Building, PIAC Head Office, JIAP Karachi-75200 by **Wednesday ; 05-10-2022**. The tenders may be dropped in the tender box marked as “Tender Box Commercial Purchases” placed at the entrance of the PIA Supply Chain Building (Procurement & Logistics) latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D, 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 bidders.
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for any postal delays. The decision of **General Manager Procurement** in this respect shall be final and binding
3. Non compliance to any of the terms and conditions of the tender would be liable for rejection.

**SECURITY DEPOSIT**

The successful bidder upon award of Contract / Purchase Order will be required to submit an amount Rs: **300,000** (Refundable after successful completion of contract period) as interest free Security Deposit in shape of Pay Order.

## **PRICES**

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all duties / taxes etc. 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 / Agreement. The Prices must be stated for each category separately both in words and figures in Pakistan Currency. **Award will be on lowest total of each Category.** Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offer must be valid for 120 days.

## **ACCEPTANCE OF TENDER**

PIA do not pledge itself to accept the lowest tender and reserves the right to accept or reject any or all tenders / quotations, divide business among more than one supplier / tailors on same rates or extend the date of opening by assigning the reason / as per the PPRA Rules.

Yours truly,  
for **Pakistan International Airlines**

*Muhammad Saleem Akhtar*  
**DGM Purchases Commercial**

**TENDER SCHEDULE "A"**

REF: UFM / Stitching of Uniform / 22

**Sub: Agreement for stitching of Uniform for Male / Staff of PIA against Annual contract, extendable for another two terms on same rates, terms & conditions.**

S #	Particulars	UOM (Meters)		Qty (Nos) Required (Approx)	Amount in PKR	Total Value in PKR
		Width of Cloth	Cloth Per Unit / Item			
<b>Category – I</b>						
01	Coat Winter/ Summer	1.50	1.60	3,949		
02	Trouser Winter / Summer	(Winter) 1.50 (Summer) 1.42	1.50	9,251		
03	Shirt Full Sleeves	1.46	1.75 / 2.75	10,692		
<b>Category - I Total</b>						
<b>Category – II</b>						
04	Blouse Winter/Summer	1.50	1.40	204		
<b>Category – III</b>						
05	Overall Drill	73 cm	5.750	3758		
Value Total of Categories – I II & III						
17% GST (if applicable)						
Total Financial Impact						

We / I hereby confirm having read and understood the terms & conditions of tender and we / I expressly confirm and agree that our tender for the supply of above mentioned item/s are 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

- 1- All Participants / Prospective Bidders are required to quote Rates Inclusive of all Government Taxes & Levies, but GST separately (If Applicable).
- 2- Please note that quoted rates must be "Typed, Firm and Final" in all respects and would remain Final for Contracted Period.
- 3- Quotations must be on PIA prescribed form otherwise bids will be not be entertained.
- 4- Quotation must be valid for **120** days from the date of Tender Opening.
- 5- Tender Fees= Rs. 5,000/= (Non-Refundable) in shape of Bank pay order, Bank Draft, PIA Cash Receipt (Issued by PIA Accounts Officer) must be annexed to Technical Proposal (Local Vendor).
- 6- Samples of each item (duly fabricated in PIA design and material) must be submitted with tender for evaluation of quality of stitching / workmanship.
- 7- Only Parties having **VALID** GST / Income Tax Certificate can apply and to be on Active Tax Payer List of FBR.
- 8- Award of Contract shall be "**Subject to Clearance of Production Site / Stitching Facility Visit**".
- 9- Insurance Coverage, equivalent to **PKR 200,000/-** (Two Hundred Thousands), of which PIA shall be declared as the beneficiary, Covering All risks including thefts, damages, fire to Cloth / Stitched Uniform / Material etc, would required to be provided by Successful Bidder / Contractor, for if happened while cloth is in their possession. Original such document shall be returned upon successful completion of awarded contract. Alternatively, contractor may submit Pay Order to PIA equivalent amount (refundable).
- 10- The successful bidder / tailor shall enter into an Agreement with PIA within **15** days after notification duly issued to them by PIA.
- 11- Bidders should fulfill all Documentary Requirement as per PIA procedure.
- 12- Payment terms **Net Thirty Days (NTD)**. Income Tax will be deducted at source. Bills would be submitted to finance manager (local payment), PIA Head Office Karachi.
- 13- All kinds of Cloth / Accessories i.e. Button, Braid etc will be provided by PIA. Bidder shall provide "**Stitching Services Only**".
- 14- Uniform shall be stitched for PIA Personnel against Uniform Fabrication Order (UFO) / Release Order issued by Uniform Section SCM Department.
- 15- Fabrication of uniform is to be stitched fit to wear / bespoke according to the satisfaction of the individual concerned without altering (Strictly as per) PIA's Approved Pattern / Design.
- 16- Utilization of Cloth / Accessories will be calculated as per individual measurement, but not to be exceeded the fixed yardage.
- 17- Qualified bidders should submit statement on utilization of cloth & accessories used for stitching of uniform for personnel (P-No wise) on monthly basis to uniform section.

**INTEGRITY PACT / DISCLOSURE CLAUSE**

(To be submitted on Company's Letterhead)

**Declaration of Fees, Commissions and Brokerage Etc. Payable By The Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers Of Goods, Services & Works**

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

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the damage, 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 from Government of Pakistan, except that which has been expressly declared pursuant hereto.

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

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

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

**Evaluation Criteria : [Company's Overall Health Judgment / Evaluation]**

**Maximum Marks: 40**  
**Passing Marks: 30**

**1. GENERAL INFORMATION : [ Incorporation of Firm ]**

**Each Year : 1 mark**  
**Maximum : 5 marks**

1.	Name of firm	
2.	Head office address	
3.	Telephone (Landline)	Contact (Cell Nos)
4.	Fax	E-mail
5.	Place of incorporation/registration (Please attached copy)	Year of incorporation/registration (Please attached copy)

**2. GENERAL EXPERIENCE SUMMARY (Please attach additional sheets if needed)**

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**Authorized Signature of Bidder**  
**and official seal.**

**3. DETAILS OF CONTRACTS OF SIMILAR NATURE**

 Each Contract : 1 mark  
 Maximum : 5 marks

 Note: Please use separate sheet for each contract.

1.	Number of contract	
	Name of Contract	
	Country	
2.	Name of Organizations	
3.	Organizations address	
4.	Nature of works and special features relevant to the contract for which the Organization wishes to prequalify	
5.	Contract role (check one) <ul style="list-style-type: none"> <li>▪ Sole contract</li> <li>▪ Management contract</li> <li>▪ Subcontract</li> <li>▪ Partner in a joint venture</li> </ul>	
6.	Value of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contract)	
7.	Date of Award & Completion : _____ / _____	
8.	Contract/subcontract duration (years and months) -      years                                  -      months	
10	Specified requirements	

**SUMMARY SHEET: CURRENT CONTRACT (if any)  
 COMMITMENTS / WORK IN PROGRESS**

Number of contracts	Value of outstanding work	Estimated completion date
1		
2		
3		
4		
5		
6		

Note:- PIA reserves the rights:

- To verify above or any other information provided by the Bidder.
- To take punitive action against the Bidder if any information found wrong at any stage during bidding process or during concurrence of Contract (if awarded)
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\_\_\_\_\_  
 Authorized Signature of Bidder  
 and official seal.

**Each Machine: 1 mark**
**Maximum: 10 marks**
**4. EQUIPMENT CAPABILITIES**

Items of Equipment	
Equipment information	1). Number of equipment/machines 2) Name of the manufacturer/Make of machine. 3.) Model and Powering rating 4). Capacity 5). Year of Manufacturing
Current Status	6). Current Location 7.) Details of the Current Commitments
Source	8). Indicate Source of the Equipment <ul style="list-style-type: none"> <li>• Own</li> <li>• Rented</li> <li>• Leased</li> <li>• Specially Manufactured</li> </ul>

Own: \_\_\_\_\_ Machines  
 Rented: \_\_\_\_\_ Machines  
 Leased: \_\_\_\_\_ Machines  
 Specially  
 Manufactured: \_\_\_\_\_ Machines

**5. FINANCIAL CAPABILITY : [Annual Turnover]**
**0.5 Million / Year : 01 mark**  
**Maximum : 05 marks**

Annual Turnover Data	
Years	Turnover
1	
2	
3	
4	
5	

\_\_\_\_\_  
 Authorized Signature of Bidder  
 and official seal.



**6. DETAILS OF MANPOWER**

**Each Worker: 1 mark**  
**Maximum: 10 marks**

**A. SKILLED MANPOWER (At least 05 Persons Mandatory )**

S No	No of Skilled Manpower	Qualification	Experience

**B. UNSKILLED MANPOWER (At least 05 Persons Mandatory )**

S No	No of Unskilled Manpower	Qualification	Experience

**7. LITIGATION HISTORY**

**No Litigation: 05 marks**  
**Any Litigation: 0 mark**  
 [Case may be Rejected]

Organizations, including each of the partners, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

Years	Award for or against applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount

\_\_\_\_\_  
 Authorized Signature of Bidder  
 and official seal.

**DRAFT AGREEMENT**

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

AND

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

The PIACL and the Contractor 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: TERMS OF THE AGREEMENT**

This agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_ unless so owner terminated under the provision of this Agreement and elsewhere. The same is extendable by PIACL if deemed necessary, for another two terms on the same rates term and condition.

**ARTICLE 1: TERMINATION OF THE AGREEMENT**

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement without assigning any reason specifically provides hereunder or otherwise in case of any breach of this Agreement by the Contractor at any time.

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving 30 days written notice to the other party without assigning any reason or cause thereof.

**ARTICLE-3: PRICES**

The Prices quoted by the Contractor at the time of bid shall be locked during the whole period and or during the period extension of this contract The Contractor shall not charge prices for the Services provided/supply and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule "A".

PIA agrees to the Contractor for the material / services supplied by it hereunder 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 Contractor on any account whatsoever.

**ARTICLE -4: PAYMENT**

Payment in respect of service shall be made by Finance Manager (Local Payments) PIA Head Office, Karachi Airport 30 days of the submission of the invoice along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable goods/services, which are to be drawn strictly in conformity with the orders placed by the concerned department under this agreement on **actual services procured**.

The payment (s) shall be made to the Contractor after conformation from the relevant PIACL official that contractual obligations have been satisfactory fulfilled and after deduction of all required Government taxes or fees levied by federal / Provincial Government or its authorities.

**ARTICLE-5: SECURITY DEPOSIT**

At the time of the execution of this Agreement the Contractor shall deposit in cash **PKR: 300,000** as interest free Security Deposit with PIACL's Authorized Office. PIACL shall have the right to recover / adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. 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 contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

**ARTICLE-5: RECOVERIES**

When any amount is recoverable from the Contractor 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 Contractor whether due in respect of this or any other Agreement and /or from any other due amount of the Supplier lying with PIACL and the Contractor will have no objection on recovery of the same by PIACL.

**ARTICLE-6: INDEMNITY**

The Contractor undertakes and agrees to indemnify and hold harmless Purchaser, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non-performance or poor performance of any services under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor 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 Contractor.

**ARTICLE-7: INSOLVENCY AND BREACH OF CONTRACT**

Should the Contractor 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 Contractor 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-08: SCHEDULE**

For all intents and purposes, the schedule (s) annexed herewith shall form an integral part of this agreement and contractor 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 a violation of this agreement on the part of the Contractor.

**ARTICLE-09: FORCE MAJEURE**

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Contractor shall, immediately by written notice served on PIACL, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

**ARTICLE-10: CORRESPONDENCE**

The Contractor 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 Works and General Manager Works regarding any matter arising from this or any other agreement with PIACL. The Contractor may carry on correspondence with the designated officials of the user department if so directed by authorities.

**ARTICLE-11: NOTICE**

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

**GENERAL MANAGER (Procurement)**

1<sup>st</sup> Floor Supply Chain Management Department

PIA Head Office ,Karachi Airport.

Karachi-75200

OR

**Dy. General Manager (Purchase Commercial)**

1<sup>st</sup> Floor Supply Chain Management Department

PIA Head Office ,Karachi Airport.

Karachi-75200

Karachi

**Contractor**

Name:

Designation:

Address:

Phone Fax Numbers

Email

**ARTICLE -12: BRIBE**

Any bribe, commission, gifts or advantages given ,promised or defrayed by/or on behalf of the contractor 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 contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by PIACL as damages and the this decision in this respect shall be final and binding on the Contractor.

**ARTICLE -13: 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 Contractor 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 Contractor'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 Contractor 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 Contractor.

**ARTICLE -14: ASSIGNMENT**

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Contractor including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.

1. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

If the Contractor 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 Contractor for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

#### **15. Dispute Resolution**

1. The PIACL and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty working days, from the commencement of such informal negotiations, the PIACL and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The seat/place of arbitration shall be at Karachi, Pakistan. The award shall be final and binding on the parties.

#### **16. Statutes and Regulations**

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

#### **17. Taxes and Duties**

The Contractor 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.

#### **18. Liquidated Damages / Penalties**

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price/Security Deposit/invoices, as liquidated damages, a sum of money @-----% of the total Contract Price which is attributable to such part of the Services / the deliverables, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the PIACL , and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @-----% of the Contract Price.

#### **19. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the PIACL may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines.

**20. 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 Contractor commits a default under the Contract;
  - b. If the Contractor fails to fulfill any of the obligations under the Contract;
  - c. If the Contractor violates any of the terms and conditions of the Contract.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Contractor fails / poor/ delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Contractor.
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 -21: 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 -22: 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 PIA without prejudice to other legal rights / remedies cancel the Agreement without notice and hold the signatory liable for all costs and damages.

**ARTICLE - 23: 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.

**ARTICLE- 24: TERMS & INSURANCE COVERAGE**

All kinds of cloth/accessories i.e. button/braid will be provided by PIA. Insurance coverage equivalent to PKR 500,000/- covering all risks including theft, damage, fire to cloth/stitched uniform/material etc. to be provided by successful bidder / contractor. The successful bidder / contractor shall enter into an agreement with PIA within 15 days. Uniform shall be stitched for PIA personnel against uniform fabrication order/Release issued by uniform section SCM / P&L Department Karachi. Fabrication of uniform is to be stitched fit to wear / bespoke according to the satisfaction of the individual concerned without altering PIA approved pattern. Utilization of cloth/accessories

will be calculated as per individual measurement but not to be exceeded the fixed yardage. Uniform is to be stitched strictly as per PIA approved design and in case of any deviation observed in measurement/PIA approved design, stitched uniform would be returned for alteration at tailor cost.

**ARTICLE – 25: INSPECTION**

- a) All stitched uniforms shall strictly conform to specification. In the event of non-conformity, inspection will be carried out by the authorized representatives of PIACL and the supplier jointly, in reference to the stitched uniform, production date, delivery dates, storage condition etc.
- b) PIA would have the right to fine the Contractor/Tailor PKR 5000 for any non-compliance with agreement or due any discrepancy e.g. wrong measurement, damage material, misbehave with employees etc.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY  
 MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

For on behalf of Pakistan International Airlines  Signature & Seal Name Designation	For on behalf of Contractor  Signature & Seal Name Designation
WITNESS: 1. Signature 2. Name (in block letter) 3. N.I.C No. 4. Address	WITNESS: 5. Signature 6. Name (in block letter) 7. N.I.C No. 8. Address