

REF: UFM/Stitching of Uniform/22

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

M/S _____

**Sub: Annual Contract for Stitching of Uniform for Male Officers / Staff of PIA
Extendable to another two (02) terms on Same Rates, Terms & Conditions**

Dear Sirs,

We are pleased to invite **sealed tenders from Pre-qualified Parties** only for the item listed in the attached schedule. 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:-

SUBMISSION OF TENDER

1. You are required to send your sealed tenders / Quotations addressed to **D.G.M Purchases Commercial, Supply Chain Management Department (Store) Building, PIAC Head Office, JIAP Karachi-75200** by
2. **30-05-2022** 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.
3. 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
4. Non compliance to any of the terms and conditions of the tender would be liable for rejection.

SECURITY DEPOSIT

The successful tenderers upon award of Contract / Purchase Order will be required to furnish in the amount equivalent to 10% of the total contract value (Refundable after the 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 item separately both in words and figures in Pakistan Currency. 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 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 / tailors or accept the tenders at rates on lowest individual items 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 Officers / Staff of PIA against Annual Contract, extendable for Another two terms on same rates, terms & conditions.

S/No	Particulars	Cloth Per Unit (Meter)		Quantity Required (Approx.)	Cost (PKR)	
		Width of Cloth	Cloth/Unit/item		Charges / Unit	Total
01	Coat	1.50	1.80	3,949		
02	Trouser → Winter → Summer	1.50 1.42	1.50	9,251		
03	Blouse	1.50	1.40	204		
04	Shirt → Full Sleeve	1.46	1.75	10,692		
05	Overall Drill	0.73	5.75	3,758		
TOTAL VALUE						
17% GST (if applicable)						
Extended Financial Impact in PKR						

We / I hereby confirm 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 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 GOVT TAXES & GST SEPARATELY (IF APPLICABLE).
- 2- PLEASE NOTE THAT QUOTED RATES MUST BE TYPED , FIRM AND FINAL IN ALL RESPECT AND WOULD REMAIN FINAL FOR CONTRACTED PERIOD.
- 3- 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.
- 4- QUOTATION MUST BE VALID FOR 120 DAYS FROM THE DATE OF TENDER OPENING.
- 5- BIDDERS SHOULD FULFILL ALL DOCUMENTRY REQUIREMENT AS PER PIA PROCEDURE.
- 6- ONLY PARITES HAVING VALID GST/INCOME TAX CERTIFICATE CAN APPLY AND TO BE ON ACTIVE TAX PAYER LIST OF FBR.
- 7- ALL KINDS OF CLOTH/ACCESSORIES I.E. BUTTON/BRAID WILL BE PROVIDED BY PIA.
- 8- 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 TAILOR / CONTRACTOR.
- 9- THE SUCCESSFUL TENDERER/ TAILOR SHALL ENTER INTO AN AGREEMENT WITH PIA WITHIN 15 DAYS.
- 10- UNIFORM SHALL BE STITCHED FOR PIA PERSONNEL AGAINST UNIFORM FABRICATION ORDER/RELEASE ISSUED BY UNIFORM SECTION SCM / P&L DEPARTMENT.
- 11- FABRICATION OF UNIFORM IS TO BE STITCHED FIT TO WEAR / BESPOKE ACCORDING TO THE SATISFACTION OF THE INDIVIDUAL CONCERNED WITHOUT ALTERING PIA APPROVED PATTERN.
- 12- UTILIZATION OF CLOTH/ACCESSORIES WILL BE CALCULATED AS PER INDIVIDUAL MEASUREMENT BUT NOT TO BE EXCEEDED THE FIXED YARDAGE.
- 13- UNIFORM TO BE STITCHED STRICTLY AS PER PIA DESIGN.

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.

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 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 (10% of total contract value) as interest free security deposit with the Authorized Office of PIACL,. 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)

1st Floor Supply Chain Management Department
PIA Head Office ,Karachi Airport.
Karachi-75200

OR

Dy. General Manager (Purchase Commercial)

1st 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 favor 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

1. 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.
2. 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) These 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