

Tender No. SCM-RWP-UNIFORM-25
(Services required (Stitching of Uniform Male/Female)
(Only for RWP/ISB Station)
Tender Cost Rs.10000/-
Date: 12 May, 2025

Earnest Money Rs 50,000.00 must submit with Technical Proposal

INVITATION to BIDS

Sealed Tenders on Single Stage Two Sealed Envelope Basis invited for the ANNUAL procurement of followings;

Pakistan International Airlines (PIA) the National Flag Carrier invites sealed bids from Suppliers. (Vendor eligibility as mentioned in tender documents (Page # 03)).

Bidding documents, for each lot, containing detailed terms and conditions, etc. are available and can be downloaded from PIA Website <https://www.piac.com.pk/corporate/sales-procurement/tender> as well as from E-PADS, PPRA web site www.eprocure.gov.pk free of cost. Bidders need to get registered at E-web portal of E-PADS PPRA to access the tender document and other relevant information including electronic bid submission.

Bids should be submitted electronically ONLY through EPADS PPRA web portal. Manual submission of bid, without EPADS electronic bid, is NOT allowed. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidder/s may contact Mr. Rizwan Mehmood, Director MIS Room No.109, 1st Floor, FBC Building Sector G-5/2, Islamabad or Helpline Contact No. 051-111-137-237.

The bids prepared in accordance with the instructions in the bidding documents must be submitted through EPADS web portal by closing time & date mentioned in the tender document. Bids will be opened on the same day at 11:00 AM through EPADS. All interested bidders must register themselves at EPADS by using link <https://eprocure.gov.pk/#/supplier/registration>

Note:-

Original Bid Security / Earnest Money instrument MUST BE attached with the Technical Proposal and the reference / Pay Order copy must be submitted through EPADS online submission as well, before Tender Closing Date & Time.

Pakistan International Airlines
Supply Chain Management Department [PIACL],
District Office The-Mall Rawalpindi Pakistan Tel: +92-51-9274453
E-mail. isbpppk@piac.aero / scmlp.isb@piac.aero
Website: <http://web.piac.com.pk/>

Tender Ref: SCM-RWP-UNIFORM-25**Dated. 12 May, 2025****Invitation of Tender and Instructions to Bidders (Must Read Carefully)****Important Note:**

- Must participated through EPADS System, only those Manual bids shall be considered which have already been quoted through EPADS.

After Submission through EPADS, following documents are required physically:

- EPADS Tender Print _____
- Tender Cost PKR _____
- Earnest Money PKR _____
- Technical Literature _____
- Company Profile _____
- Certifications [if required] _____
- Authorizations [if required] _____
- Manual bids must be submitted before Closing date i.e. _____

M/s. _____

Sub: Stitching of Uniforms for Male-Female (at RWP/ISB Station)

Dear Sirs,

Pakistan International Airline (PIA) invites quotations through EPADS and sealed bids from renowned Eligible Vendors “Single Stage Two Sealed Envelope Basis” for Stitching Services of Uniforms for Male /Female Staff / Officers (Only for RWP/ISB Station)”. The terms & conditions of the tender / supplies are given below:-

[SUBMISSION OF TENDER [MANUAL]

You are required to send your sealed tenders on “**Single Stage Two Envelope Basis**” addressed to Supply Chain Management, PIA Booking office Mall road Rawalpindi by **03-06-2025**.

The tenders may be dropped in the tender box marked as “Tender placed at SCM Department at basement, PIA Booking office Mall Road Sadler Rawalpindi, 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. [Optional] Both technical & Financial Proposals should be sealed with Scotch Tape with authorized signature.

Tenders must be in two separate sealed envelopes;

[Technical Proposal → with Tender Reference Number & Supplier Name.

[Financial Proposal] → with Tender Reference Number & Supplier Name.

Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for any postal delays. The decision of Manager SCM in all terms & conditions respect shall be final and binding.

SECURITY DEPOSIT:

The successful bidder upon award of Contract / Purchase Order will be required to submit an amount Rs: 250,000/- (Refundable after successful completion of contract period) as interest free Security Deposit in shape of Pay Order.

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 according to the specifications. Financial Proposal of only those bidders will be opened whose sample are found acceptable. Evaluation Report as per PPRA Rule-35 will be uploaded on both PPRA and PIA websites.

TECHNICAL Proposal - [having following documents].

Tender Fees Pay Order of **Rs. 10,000.00 [Non Refundable]**-On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No& date.

Earnest Money of Rs. 50,000/- (Mandatory) On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No& date.

Quality samples [01 Piece] – [Non-Returnable]

Technical Proposal of item & Company profile.

Copy of GST & NTN Certificate.

FINANCIAL Proposal - [having following documents].

Tender Schedule –“A” Complete Form duly filled in, signed, stamped every page and sealed with scotch tape. 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:

Note: In any query without hesitate you will contact / emails mentioned concerned officer

PRICES

- The Prices quoted must be net as per accounting unit as shown in the Schedule of tender, inclusive of all duties / taxes, GST(if applicable), same should be shown separately.
- The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- The Prices must be stated for each item separately both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- Offers must be valid for 180 days. [Extendable in line with PPRA Rules]
- Rates must be written on PIA prescribed form otherwise Bids will not be entertained.
- Correction White Fluid or Over Writing strictly is not allowed otherwise tender will be rejected/ not consider.
- Hand written bid [RATES] via Pen / Marker / Pointer etc will not be acceptable. Only TYPED BID / TYPED UNIT RATES will be accepted. Alternatively Transparent TAPE should be pasted over WRITTEN RATES. Non-Compliance of above may result in REJECTION OF YOUR BIDS.

ACCEPTANCE OF TENDER

PIA does not pledge itself 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 / cancel as per PPRA Rules.

Note: Only Local Bidder will be encouraged for this tender.

Yours truly,

for and on behalf of Pakistan International Airlines
MGR Supply Chain Management PIA RWP

Encl;

1. Tender Schedule "A", "B" & complete form.
2. Undertaking [If attached with tender]

Note: Prescribed Tenders form for the subject item may be directly downloaded from <http://web.piac.com.pk/> or www.ppra.org.pk websites.

Sign & Seal of Bidder _____

TENDER SCHEDULE "A"
REF: SCM-RWP-UNIFORM-2025

Subject: Stitching of Uniform for Male/Female (For RWP/ISB, PEW, GB, KDU, BNP, DSK, STD, CJL Stations) for the year 2025, against Annual Contract, extendable for another two terms on same rates, terms & conditions.

For Male:

S#	Particulars	Quantity Required (Approx)	Amount in PKR	Total Value in PKR
01	Coat Winter / Summer	1199		
02	Trouser Winter / Summer	2441		
03	Shirt: Full Sleeves	2730		
Total value of Contract				
Taxes (if applicable)				
Total Financial Impact				

For Female:

S#	Particulars	Quantity Require (Approx)	Amount in PKR	Total Value in PKR
01	Shirt Trouser (Cabin Crew)	356		
02	Apron	356		
03	Overcoat / Coat Ladies	217		
04	Shalwar, Kameez (Ladies)	78		
05	Scarf / Dupatta	434		
Total value of Contract				
Taxes (if applicable)				
Total Financial Impact				

We / I hereby confirm having read and understood the terms & conditions of tender and we / 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. _____

Sign & Seal of Bidder _____

Tender Terms & Conditions

- All Participants / Prospective Bidders are required to quote Rates Inclusive of all Government Taxes & Levies, but GST separately (If Applicable).
- Please note that quoted rates must be “Typed, Firm and Final” in all respects and would remain Final for Contracted Period.
- Quotations must be on PIA prescribed form otherwise bids will not be entertained.
- Quotation must be valid for 180 days from the date of Tender Opening.
- Tender Fees= Rs.10,000/= (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).
- Samples of each item (duly fabricated in PIA design and material) must be submitted with tender for evaluation of quality of stitching / workmanship.
- Only Parties having VALID GST / Income Tax Certificate can apply and to be on Active Tax Payer List of FBR.
- Award of Contract shall be “Subject to Clearance of Production Site / Stitching Facility Visit”. Insurance Coverage, equivalent to PKR 500,000/- (Five 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 require 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). The successful bidder / tailor shall entertain to an Agreement with PIA within 15 days after notification duly issued to them by PIA.
- Bidders should fulfill all Documentary Requirement as per PIA procedure.
- PIA Security pass for vehicle and employees is the responsibility of vendor.
- PIA reserves the right to split the order and accept or reject any tender by assigning proper reason.
- Payment terms Net Thirty Days (NTD).Income Tax will be deducted at source. Bills would be submitted to finance manager (local payment), PIA BOOKING OFFICE RAWALPINDI.
- All kinds of Cloth/ Accessories i.e. Button, Braid etc. will be provided by PIA. Bidder shall provide “Stitching Services Only”.
- Guarantee & Warrantee must be provided.
- Uniform shall be stitched on Trial basis for PIA Personnel against Uniform Fabrication Release Order issued by Uniform Section SCM Department.
- Fabrication of uniform is to be stitched fit to wear / bespoke according to meet PIA requirement and satisfaction of the individual concerned without altering (Strictly as per) PIA’s Approved Pattern / Design.
- Utilization of Cloth / Accessories will be calculated as per individual measurement.
- Qualified bidders should submit statement on utilization of cloth & accessories used for stitching of uniform for personnel (P-Nowise) on monthly basis to uniform section.
- **For any Grievance a fee of Rs. 30,000 should be submitted. If grievance found tenable by grievance committee same will be refunded, if grievance found not tenable, grievance fee will not be refunded.**

TOR's For Stitching

1. Design and Fit

The uniform design must comply with the approved specifications provided by the organization. Measurements must be taken individually for a tailored fit and avoid calling them multiple times.

2. Stitching Quality

The stitching must adhere to the organization's uniform guidelines, ensuring no deviations in style or structure.

High-quality stitching techniques must be used to ensure durability.

All seams, buttons, and zippers should be of good quality, securely stitched and aligned.

3. Compliance with Guidelines

No unauthorized modifications or embellishments are allowed.

4. Timeline and Delivery

Uniforms must be stitched and delivered within the agreed timeframe.

All items should be delivered together.

Tailoring services should include fitting sessions and adjustments as required.

5. Accountability and Records

Maintain records of measurements, stitching details, and delivery for each. Provide a receipt or acknowledgment upon delivery of completed uniforms.

6. After-Sales Service

The tailor must offer alteration services post-delivery to ensure proper fit.

Repairs for stitching defects should be provided within a specified warranty period.

Shirt: Full Sleeves, 2 Breast Pockets with Flap, Pen holes in left Pocket, Shoulder Straps for epaulets, Classic Collar for Tie, Unbuttoned Single or Double (On requirement) easy ironing.

Coat: Single / Double Breast Professionally tailored with gold embossed PIA insignia buttons with golden color. Stitching Specifications and Standards

Ensuring impeccable stitching quality is paramount to maintaining the durability, functionality, and professional appearance of PIA's pilot uniforms. This section delineates the detailed specifications and standards that must be adhered to throughout the stitching process.

1.1 Thread Specifications Type of Thread:

Primary Threads: Utilize high-tensile strength polyester threads (e.g., Polyester 50 Dtex) known for their durability and resistance to stretching and shrinking.

Secondary Threads: Use nylon threads for additional reinforcement in high-stress areas such as elbows, knees, and waistbands.

Embroidery Threads: Employ high-quality rayon or polyester embroidery threads for logos and insignia to ensure vibrant color retention and resistance to fading.

Thread Color:

Matching: Threads must precisely match the uniform fabric colors (e.g., navy blue, white) to ensure an inconspicuous and professional appearance.

Contrast for Reinforcement: In areas requiring reinforcement, threads may be of a slightly darker shade to subtly highlight durability without compromising aesthetics.

Thread Diameter:

Standard Stitching: Use threads with a diameter of 0.6 mm for general stitching to balance strength and flexibility.

Reinforced Stitching: For high-stress seams, use thicker threads (up to 0.8 mm) to enhance durability without adding bulk.

1.2 Stitch Types Seams:

Flat-Felled Seams: Utilize flat-felled seams for primary construction seams (e.g., shoulders, sides) to ensure durability and a clean finish.

Double-Stitched Seams: Apply double stitching in areas subjected to high stress, such as underarms, seatbacks, and pockets, to prevent seam failure.

Hemming:

Blind Hem Stitch: Employ blind hem stitching for trousers and shirt sleeves to maintain a sleek, professional look without visible stitching.

Over lock Hem: Use over lock hemming for casual or less visible areas where additional strength is required without aesthetic compromise.

Decorative Stitching:

Embroidery: Ensure all PIA logos, pilot insignia, and decorative elements are embroidered using consistent stitch patterns (e.g., satin stitch) with precise edge alignment.

Top stitching: Apply topstitching with a minimum of 4-6 stitches per inch on jacket edges, lapels, and collar areas to enhance structure and appearance.

1.3 Stitching Techniques Evenness and Consistency:

Stitch Length: Maintain a uniform stitch length of 2.5-3.0 mm for general stitching to ensure consistency and strength.

Tension Control: Adjust machine tension to prevent puckering or loose loops, ensuring smooth, flat seams.

Re enforcement:

Back stitching: Implement backstitching at the beginning and end of each seam to secure stitches and prevent unraveling.

Bar Tack: Use bar tacks in areas subjected to significant stress (e.g., pocket corners, belt loops) to reinforce seam integrity.

Finish:

No Loose Threads: Ensure all stitching ends are neatly trimmed and secured to prevent loose threads.

Seam Finishes: Apply appropriate seam finishes (e.g., surged edges) to prevent fabric fraying and enhance the garment's longevity.

1.4 Seam Allowances Consistency:

Standard Allowance: Maintain a consistent seam allowance of 1.5 cm (5/8 inch) across all uniform components unless specified otherwise in the design guidelines.

Precision: Ensure seam allowances are precisely measured and adhered to, facilitating uniform assembly and fit.

Adaptability:

Design Specifications: Adjust seam allowances as per specific design requirements for different uniform parts (e.g., narrower allowances for delicate areas like cuffs and collars).

1.5 Alignment and Precision

Pattern Alignment:

Seam Alignment: Ensure all seams align accurately with pattern lines and design elements to maintain the garment's structural integrity and aesthetic appeal.

Symmetry: Verify that bilateral elements (e.g., sleeves, pant legs) are symmetrically stitched and aligned.

Edge Straightness:

Vertical and Horizontal Stitches: Maintain straight vertical and horizontal stitching lines, particularly in areas like buttonholes, plackets, and pocket edges.

Diagonal Elements: Ensure diagonal stitching (e.g., dart lines) follows precise angles to avoid distortion or misalignment.

1.6 Quality Tolerances Acceptable Deviations:

Stitch Consistency: Allow a maximum deviation of ± 0.2 mm in stitch length across the entire garment. **Thread Color Matching:** Permit a color variance of up to 2 shades in thread matching, ensuring minimal visibility against the fabric.

Seam Straightness: Accept minor seam deviations within 1 mm from the intended line to account for fabric flexibility without compromising overall appearance.

Defect Thresholds:

Minor Defects: Permissible minor defects (e.g., single loose thread) must not exceed 1 per garment and should be trimmed and secured without affecting functionality or appearance.

Major Defects: Any stitching defect that compromises the seam's strength, garment fit, or appearance (e.g., skipped stitches, puckered seams) must result in rejection of the affected uniform for corrective action.

1.7 Specialized Stitching Requirements Pockets:

Reinforced Corners: Apply reinforced stitching at pocket corners with double or triple stitching to prevent tearing and maintain shape.

Pocket Flaps: Ensure pocket flaps are securely stitched with precise alignment to avoid misfolding or detachment during use. **Buttons and Fastenings:**

Buttonholes: Stitch buttonholes with reinforced backing using a minimum of 8 bar tacks to ensure durability.

Button Attachment: Secure buttons with a minimum of 4-6 stitches, ensuring they are firmly attached and aligned correctly. **Collars and Cuffs:**

Interfacing: Use stitched interfacing to maintain collar and cuff structure, ensuring they remain crisp and properly shaped.

Edge Stitching: Apply neat edge stitching along collar and cuff edges to prevent fraying and enhance durability.

1.8 Material Compatibility

Fabric Types:

Suitability: Ensure stitching techniques and thread types are compatible with the uniform fabrics (e.g., wool blends, high-grade polyester) to prevent fabric damage and ensure optimal appearance.

Stretch Fabrics: For any stretch or flexible fabric components, use stretch-compatible threads and stitch types (e.g., zigzag or stretch stitches) to maintain fabric elasticity and comfort.

Embroidery Integration:

Base Fabric Preparation: Properly stabilize and prepare fabrics before embroidery to prevent puckering and ensure accurate stitch placement.

Thread Compatibility: Use embroidery threads that are compatible with the base fabric's fiber content to enhance adhesion and colorfastness.

1.9 Environmental and Maintenance Considerations**Wash ability:**

Thread Durability: Select threads that withstand frequent washing and drying without significant degradation or color fading.

Shrinkage Resistance: Ensure stitching accommodates fabric shrinkage post-wash to maintain garment fit and seam integrity.

Stitching should be of good quality, threads used should be of high quality

Experience of tailors who have worked with reputable companies and have produced high- quality uniforms, (Copies of contracts with companies that currently have stitching contracts with the participant).

Sign & Seal of Bidder _____

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 foregoing 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 thereto.

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 ab initio 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.

Sign & Seal of Bidder

TENDER SCHEDULE “B”**Technical Evaluation Criteria for Stitching of Uniform at RWP/ISB Station**

Total Marks = 60,

Qualifying Marks = 40

1- Formation / Incorporation Status of the Firm: Total Marks – 10

- a) Joint Stock Company (10 marks)
- b) Private limited Company (10 marks)
- c) Partnership (08 marks)
- d) Sole Proprietorship (08 marks)

2- Experience of the Firm: Total Marks – 10

- a) More than 10 years of experience (10 marks)
- b) More than 06 years of experience but less than 10 years (08 marks)
- c) Less than 06 year years' experience but more than 03 years (05 marks)

3- Infrastructure / Equipment Availability: Total Marks – 10

- a) Required equipment, Building/Shop/Showroom, Stitching Machines etc. (10 marks)
- b) Limited equipment/resources (05 marks)

4- Litigation history/Complaint from client against the firm:

Total Marks – 10 (An Undertaking to this effect may be required)

- a) No history in litigation/Complaints (10 marks)
- b) One Case/Complaint pending against (05 marks)
- c) More than one Cases/Complaint against (0 / Zero marks)

5- Personnel Experience: Total Marks – 10

- a) More than 10 trained staff with vast experience. (10 marks)
- b) Less than 10 but more than 05 trained staff with relevant experience. (08 marks)
- c) Less than 05 trained staff with relevant experience. (05 Marks)

6- Location and Certifications/Registration achieved by the firm: Total Marks – 10

- a) Prominent/Prime Location (Distance from main road Less than 100 Meters). (10 Marks)
- b) Away from Prominent/Prime Location (Distance from main road more than 100 Meters). (07 Marks)

Agreement No. _____

Date: _____

AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a corporation existing and operating under Pakistan International Airlines Corporation Conversion Act 2016 (PIACL Act 2016) and Company Act 2017, having its Head Office at Karachi Airport, Karachi (hereinafter called "P.I.A.C.L") of the one part and M/s _____ having its registered office at _____ (hereinafter called the "The Vendor") of the other part.

WHEREAS, the PIACL required services of stitching of uniform. And whereas vendor has offered the provisioning of services as precisely described in the attached "Schedule I" thereof for each item in required quantity and quality and whereas the vendor has represented to and assured PIACL that it has capability to deliver the services / required by PIACL, and whereas PIACL has accepted the offer extended by the vendor upon terms and conditions set herein below:

NOW THIS DEED WITNESSTH AS UNDER:

ARTICLE – 1: TERMS OF THE AGREEMENT

Initially, this Agreement shall be valid for a period of one (01) year, with effect from _____ to _____, extendable for another period of two (02) equal terms, on the same terms and conditions subject to satisfactory performance of service provider & mutual consent.

ARTICLE – 2: TERMINATION OF THE AGREEMENT

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the contract at any time at its option upon giving 90 days written notice to the other party with assigning any reason or cause thereof. However, PIA shall have the right to terminate contract by serving a Notice of 15 days in case of non-compliance of any of the agreed terms by the Contractor/vendor.

ARTICLE – 3: PRICES

PIACL agrees to accept the 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 services performed under this contract and shall remain firm and final for the duration of this Agreement which shall not be enhanced by the vendor on any account whatsoever. However, on provision by the vendor of all related Govt. notification and the support of their applicability on him or services in writing, all taxes/levies such as Sales Tax, Octroi or taxes under any name levied on the service 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 PIACL by subtracting them from the bills / invoices.

ARTICLE – 4: PAYMENT

Payment in respect of supply shall be made by Finance Manager, Rawalpindi Booking Office, Rawalpindi, within 30 days of the submission of the pre-receipt/certified bills along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable services, which are to be drawn strictly in conformity with the orders placed by the concerned department under this Agreement. The payment(s) shall be made to

the vendor after deduction of all required Government taxes or fees levied by any Federal / Provincial Government or its authorities.

ARTICLE – 5: SECURITY DEPOSIT

The vendor may provide a Pay Order in the name of Pakistan International Airlines or bank guarantee of equivalent to Rs. 300,000/- in lieu of cash at his sole discretion. If an irrevocable Bank Guarantee is provided as Security Deposit, 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 will be returned within 90 days. PIACL shall always have lien to this deposit to recover any amount in case the Vendor fails to comply with any or all provisions of this Agreement or any other extension thereof. PIACL shall have the right to recover / adjust all liabilities of the vendor from the amount deposited or bank guarantee furnished by the vendor.

ARTICLE – 6: RECOVERIES

When any amount is recoverable from the Vendor due to risk purchase or any other default under this Agreement, then PIACL shall intimate the same to the vendor with supporting reasons and evidence. The vendor 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 PIACL shall be entitled to deduct such amount from the pending bills of the Vendor.

ARTICLE – 7: INSURANCE

All kinds of cloth/accessories i.e. button/braid will be provided by PIA. Insurance coverage equivalent to PKR 300,000/- covering all risks including theft, damage, fire to cloth/stitched uniform/material etc. to be provided by successful tailor / contractor. The successful tenderer/ tailor shall enter into an agreement with PIA within 15 days. Uniform shall be stitched for PIA personnel against uniform fabrication order issued by Uniform section SCM RWP/ISB. Fabrication of uniform is to be stitched fit to wear / bespoke according to the satisfaction of the individual concerned without altering PIA approved design & 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 the cost of tailor.

ARTICLE – 8: INSPECTION

- a) PIA reserves the right of inspection of vendors place and it will be carried out by the authorized representatives of PIACL and the vendor jointly.
- b) If as a result of inspection or checking, any 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 vendor, PIACL shall have the right to reject the same. PIACL will then allow the Vendor to replace the item within 12 days without extra cost to PIACL. In the event the Vendor fails to replace the item, PIACL may hire the services from elsewhere at the risk and cost of Vendor, underwritten intimation to the Vendor. Purchases thus made may exceed the contracted rates but shall be reasonable.
- c) Verdict regarding rejection, acceptance and / or deviation of items delivered as confirmed by the joint committee of authorized representatives of PIACL and the vendor shall be binding on the parties. However, if the Vendor desires to appeal against the decision of such rejection, he may appeal to Chief Supply Chain Management, PIACL within 7 days of the cause of disagreement and if the appeal is so preferred, the decision of Chief Supply Chain Management, PIACL shall be final and binding on the Vendor.

- d) 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.
- e) PIA would have the right to fine the Contractor/Tailor PKR 5,000 for any non-compliance with agreement or due any discrepancy e.g. wrong measurement, damage material, misbehave with employees etc.
- f) All the above said liabilities of the Vendor 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 9: INDEMNITY

The Vendor undertakes and agrees to indemnify and hold harmless PIACL, 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 Vendor, its employees or its agents or otherwise. In any case, the obligation on the part of the Vendor 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 Vendor.

ARTICLE 10: INSOLVENCY AND BREACH OF CONTRACT

Should the vendor 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, PIACL shall have the right to declare the Agreement terminated forthwith and in which case the Vendor shall be liable to the confiscation of security deposit and pay PIACL for any extra expenses which might incur but it shall not be entitled to any compensation from PIACL.

ARTICLE – 11: SCHEDULE

For all intents and purposes, the schedule(s) annexed herewith shall form an integral part of this Agreement and the Vendor 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 vendor.

ARTICLE – 12: 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, accident, road blockages of VIP movement etc, act of God, act of state or of the judiciary.

ARTICLE – 13: BRIBE

Any bribe, commission, gifts or advantages given, promised or defrayed by or behalf of the Vendor or his Partner, Agent or Servant or anyone on its behalf to any Officer, Servant, Representative or Agent or PIAC, 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 Vendor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by CEO, PIAC as damages and the decision of the said CEO in this respect shall be final and binding on the vendor.

ARTICLE – 14: INTEGRITY PACT / DISCLOSURE CLAUSE

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

_____ the Seller / Vendor / 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 / Vendor / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Vendor / 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 / Vendor / 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 voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Vendor / 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 / Vendor / 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 – 15: ASSIGNMENT AND EXCLUSIVITY

The Vendor shall not sublet, transfer or assign this Agreement to any other party without prior written Permission of PIAC.

If the vendor assigns this Agreement to any other party wholly or partly in contravention of this Article, PIAC in its discretion may terminate this Agreement and / or black list/debar the Contractor for future to execute any contract with PIAC.

ARTICLE – 16: LIQUIDATED DAMAGES/PENALTIES

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 PIAC 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 there of granted by the PIAC, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @% of the Contract Price.

ARTICLE – 17: 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 PIAC 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 tender in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines. For feature of Interest

Free Performance Security. The Interest Free Performance Security / Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions. If the Contractor commits a default under the Contract. If the Contractor fails to fulfilling of the obligations under the Contract. If the Contractor violates any of the terms and conditions of the Contract.

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.

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. 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 – 16: 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 – 17: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this agreement or any other document forming part of this Agreement on behalf of the Vendor shall be deemed to warrant that he has the authority to do so from the Vendor, and if on enquiry, it is revealed that the person so signing had no authority to do so. PIAC may without prejudice to other legal rights / remedies cancel the agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE – 18: CORRESPONDANCE

The Vendor will not correspond with or approach any other authority, persons directly or indirectly, whether the staff of PIA or otherwise except the Deputy General Manager Purchase Commercial and General Manager Procurement regarding any matter arising from this or any other Agreement with PIA. The Vendor may carry on correspondence with the designated officials of the User Department.

ARTICLE – 19: 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:

GENERAL MANAGER (Procurement)

1st Floor Supply Chain Management Department PIA Head Office, Karachi Airport. Karachi-75200OR
Dy. General Manager (Purchase Commercial) 1st Floor Supply Chain Management Department PIA Head Office, Karachi Airport. Karachi-75200Karachi

Contractor Name:

Designation:

Address:

Phone Fax Numbers Email

ARTICLE – 20: APPLICABLE LAW

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

ARTICLE – 21: DISPUTE RESOLUTION

If any time any question, dispute or difference may arise between the parties under this agreement, either party may give a reasonable notice to the other party in writing of the existence of such question, dispute or difference specifying its nature and point at issue for conciliation failing which the matter may be referred to Arbitrator nominated by consent of both parties in accordance with the provision of Arbitration act, 1940 or any statutory modification or the re-enactment thereof for the time being enforced.

- 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 RWP/ISB.
- c) Any dispute between the parties arising out of this agreement shall not be settled other than through Arbitration Act 1940. District Manager PIA RWP, or his nominee shall be sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement PIA may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

ARTICLE – 22: 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

Pakistan International Airlines Corporation

Signature & Seal _____

Name _____

Designation _____

For and on behalf of

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 _____