



PAKISTAN AIRPORTS AUTHORITY

(REQUEST FOR PROPOSAL)

SERVICE LEVEL CONTRACT
for
JANITORIAL AND CLEANING SERVICES AT
QUETTA INTERNATIONAL AIRPORT

DISCLAIMER

This document shall not be considered as an agreement but an offer or invitation by **Pakistan Airports Authority** to interested firms to submit their bids. The purpose of this RFP document is to provide bidders with information to assist in the formulation of their proposals.

This RFP document does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice.

Pakistan Airports Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. DEFINITIONS

- 1.1 “**Annexure**” is the document to be submitted by the bidders as specified in the Bid Evaluation Checklist (clause # 10).
- 1.2 “**Appendix**” is prepared by PAA and is a part of Request for Proposal Document (RFPD)
- 1.3 “**Bidders**” mean firms submitting Technical Proposals & Financial Proposals for enlistment or selection process as Service Provider as the case may be.
- 1.4 “**Commencement Date**” is the latest date when the Service Provider shall commence the Services after receiving Letter of Commencement from **PAA**.
- 1.5 “**Conditions**” means the terms and conditions.
- 1.6 “**Confidential Information**” means all information including copies of **PAA** documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, and any other information marked or by implication, confidential.
- 1.7 “**Consumables**” are such items that need to be periodically used to carry out the services.
- 1.8 “**Contract**” means the Contract/ Agreement for the provision of the services containing scope of work, terms & conditions, duties and liabilities etc.
- 1.9 “**Day**” means a calendar day.
- 1.10 “**Documents**” means all documents (including confidential information, customer data & other specifications).
- 1.11 “**Forms**” are the template documents provided by **PAA** to be submitted by the bidders as a part of the Technical Proposal.
- 1.12 “**Insolvency Event**” means a person (a) entering into voluntary/compulsory liquidation, (b) having a receiver or administrative receiver appointed over any of its assets or being the subject of an application for administration, (c) entering into an arrangement or composition with its creditors or (d) becoming bankrupt.
- 1.13 “**Losses**” means any direct or indirect losses, damages, claims, demands, liabilities, costs (including legal costs) fines, penalties (including third party penalties),

expenses, or claims (including but not limited to workmen’s compensation claims or grievances) and lost revenue suffered or incurred by PAA.

- 1.14 “**Premises**” means the buildings, areas or places where Services are to be provided under this Contract.
- 1.15 “**RFPD**” means Request for Proposal Documents
- 1.16 “**Services**” means janitorial and cleaning services as specified in the Contract.
- 1.17 “**Service Provider**” means firm selected for provision of services on the basis of financial bid or both technical and financial bid.
- 1.18 “**Term**” means the time period of validity of Contract.

2. **INTRODECTION**

- 2.1 Pakistan Airports Authority intends to invite Service Provider having experience of providing Janitors to large organizations and who fulfil other parameters given in this RFP for a period of Three (03) years, extendable for six months only with mutual agreement of both the parties subject to satisfactory performance of the Service Provider. The provision of Janitors shall be for the Quetta International Airport, Quetta.
- 2.2 Standards and scope for performing these functions would be defined to facilitate the bidders to assess their capabilities accordingly.
- 2.3 The bidding process shall be done according to Public Procurement Rules, 2004.
- 2.4 The bidders would also be invited to visit the location to ascertain the requirement of the required manpower. However, to have an idea, a description of the services required is given in this document.

3. **PURPOSE OF RFP**

The purpose of this RFP is to select the Service Provider for provision of janitorial and cleaning functions at **Quetta International Airport, Quetta**. Interested firms having experience of providing Janitorial & Cleaning services to large organizations who fulfill other parameters given in this RFP are invited to participate. PAA may select other service providers during this period based on the prescribed parameters and may de-list any Service Provider on poor performance, provision of inaccurate or false information or violation of clause(s) of Agreement.

4. **PERIOD OF CONTRACT**

- 4.1 The contract period for hiring the services of outsource firm shall be for 03 years.
- 4.2 The contract shall be terminated at any time subject to a valid reason. Contract shall also be terminated on poor/unsatisfactory performance / violation of any clause(s) of the agreement. **(Please also refer Clause-23 of this RFPD)**.
- 4.3 The contract is also extendable up to 06 months on expiry of the Contract Agreement to ensure continuity of service pending new / fresh tender process without making any change in terms & conditions.

5. **SCOPE AND STANDARDS OF SERVICES**

The provision of Janitorial Services shall cover but not limited to Landside areas including Passenger Terminal Building, allied buildings, Car Park, Cargo warehouse, E&M Section

Offices, Logistics Section Offices, MT Section, Airside areas i.e. Airside Offices, Fire Section, ATC Tower as well as Residential Colony / Area etc.

- 5.1 Scope & standards of services are defined in the attached **Appendix 'A'** of this RFP so as to facilitate the bidders to assess their capabilities accordingly.
- 5.2 The bidding process shall be done as per applicable Public Procurement Rules 2004.
- 5.3 The bidders are encouraged to visit the locations to ascertain the requirements of the services to be provided.
- 5.4 **Pakistan Airports Authority** may change the service requirements or Service Standards prior to the opening date of the bids, which would be deemed as final.

6. **SERVICE TO BE PROVIDED**

The scope and standards of services are to provide cleanliness of high quality as per international standards.

- 6.1 The Service Provider will ensure proper & efficient provision of janitorial & cleaning services in accordance with the best practices and laid down standards, codes and regulations as directed by PAA.
- 6.2 The Service Provider will ensure fumigation to area of scope as & when needed.
- 6.3 The Service Provider shall ensure 24x7 manning of all passenger movement areas and all toilets in the Passenger Terminal Building.
- 6.4 The Service Provider shall provide janitorial and cleaning services, for areas and facilities as given in **Appendix 'A'**.
- 6.5 The quality of services provided shall be strictly in adherence to guidelines, recommendations and instructions of **PAA** authorities.
- 6.6 The Service Provider shall perform their duties as per contractual obligations and instructions issued by **COO/ APM or** Concerned Sectional Head from time to time.
- 6.7 An authorized representative of the Service Provider shall remain available at designated place(s) on twenty-four (24) hours basis **or during the operational hours**.
- 6.8 The Service Provider shall ensure availability of renowned branded items/ products of high quality at all the time & shall maintain stock of consumable items (**Top Quality**) for at least one-month advance in an allocated store room. Cleaning chemicals and tools must be compatible with the surface on which it is to be applied. The **PAA** shall inspect the consumables at any time and reject any sub-standard product(s) or any product that can damage the fittings / fixtures etc. The Service Provider shall also ensure availability of toiletries such as towels, toilet paper, hand soap, hand sanitizer, baby changing station liners etc. at all times.

Note: Consumables shall be stocked at the allocated store to be provided by the **PAA**. However, if the Service Provider needs a separate or additional room, this would be charged/ rented out as per **PAA** Commercial Policy (non-operational rates).

- 6.9 The Service Provider shall bring the machinery / equipment required for janitorial and glass cleaning services. The details of this machinery is available in the **Appendix 'B'**

6.10 The Service Provider shall be responsible for the removal of garbage from the airport premises but shall ensure that waste / garbage is disposed of properly. No open dumping even outside the airport will be allowed.

6.11 Bids must be exclusive of Provincial Sales Tax as PAA is exempted from levy of Provincial Sales Tax.

6.12 Payment of wages to the janitorial staff as fixed by the Federal Government from time to time, regulatory payments, taxes, uniforms, PPE's, insurances etc. shall be the sole responsibility of the Service Provider.

7. INSTRUCTIONS TO BIDDERS

7.1 The bidder is expected to examine carefully the bidding documents and instructions therein.

7.2 A pre-bid meeting along with the visit of the site shall be conducted by PAA. All the interested bidders are encouraged to participate in the meeting and visit of airport site.

7.3 The amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the Bidding Documents. The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

7.4 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the PAA, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid. Conditional bids may lead to rejection.

7.5 Bidders will be screened on the basis of mandatory requirements (refer clause # 12 of this RFPD under title "Bid Evaluation Check List").

7.6 The bidders who meet the mandatory requirements will be technically evaluated on the parameters given in the Technical Bid Evaluation Criteria (refer clause # 13 of RFPD)

7.7 Single Stage -2 envelopes method of procurement will be adopted. The bidders are required to submit their responses in a packet containing two separate sealed envelopes.

7.8 The envelope containing the Technical Proposal should include all relevant documentary proofs / certificates as mentioned in this RFPD. The envelope should be duly sealed and titled as "Janitorial Services - Technical Proposal".

7.9 The envelope containing the financial bid should be duly sealed and titled as "Janitorial Services – Financial Bid".

7.10 If the envelopes are not sealed and marked as above, the PAA shall assume no responsibility for the misplacement or premature opening of the bid.

7.11 The financial bid for two (03)-years' service basis should include information on the format given in **Appendix 'C'**.

7.12 The proposals shall be submitted by hand or through courier service to, **CHIEF OPERATING OFFICER /APM QIAP on or before 5TH MARCH 2026 (not later than 11:30 pm)**. Documents received after the due date will not be considered.

- The name and mailing address of the firm/ Company should be written on the envelope.
- 7.13 Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his/ her bid shall be accomplished either in person, by messenger or by mail.
- 7.14 PAA will open the envelopes marked as "Janitorial Services – Technical Proposals" only for carrying out the technical evaluation as per laid down criteria.
- 7.15 The envelopes marked as "Janitorial Services – Financial Bid" of bidders who do not technically qualify the evaluation criteria, will not be opened and will be returned to the respective bidders.
- 7.16 The envelope marked as "Janitorial Services – Financial Bid" of only those bidders will be opened who qualify the technical evaluation criteria.
- 7.17 The bidders are encouraged to visit the premises before quoting the bids to ensure that they have fully understood the scope/ quantum of the work. Airport traffic reports (Flight and aircraft movement) may be shared with the bidders upon request.
- 7.18 All documents submitted by the applicants shall be treated as confidential and will not be returned unless other specified.
- 7.19 Service Provider shall provide staff who must be experienced in working of cleaning services, trained/ updated on Code of Conduct, HSE Manual, Chemicals and Equipment Handling, and Safety Awareness etc., and must have in-depth knowledge of operating various type of machines to cleaning services.
- 7.20 PAA reserves the right to reject the bid of any bidder or cancel the process of bidding without assigning any reason.
- 7.21 Firms should strictly follow the labour laws and minimum wages prescribed by the Federal Government from time to time. An Undertaking to this effect will be submitted by the bidders.
- 7.22 In preparing the technical proposal, bidders are expected to examine all terms and instructions included in the documents carefully as they will be evaluated based on information provided by them. During preparation of the technical proposal, bidders must give special attention to the following:
- Only the firms who themselves have all the expertise for the assignment may submit their proposals. For this purpose, Joint Ventures can also apply as per the conditions outlined at **clause # 10** of this document.
 - Combined credentials of JVs will be considered for technical evaluation purposes.
 - The bidder should not only have capacity to meet service standards and work force requirements but should also be capable to scale up for future requirements.

8. BID SUBMISSION REQUIREMENTS

The bidders must provide the following details/ documents as essential part of Technical Proposal in this order:

- 8.1 Signed copy of the RFP document along with Proposal Submission Form (**Form-A**)

- 8.2 Firm references where similar assignments completed and in hand as per **Form-B**.
- 8.3 List of Similar assignments completed and in hand along with number of resources deployed, contact person of each facility separately (**Form-C**).
- 8.4 A brief description of the Firm's Key personnel (Professional, Technical & Clerical) qualification & experience (**Form-D**).
- 8.5 Audited Statement of Accounts or proof of revenue.
- 8.6 Personal Relationship Disclosure Statement (**Form-E**)

9. WORK PLAN

- 9.1 The bidders shall submit a detailed Work Plan containing number & deployment of manpower, machinery to be used etc. in accordance with the Scope of Services.
- 9.2 The Service Provider shall be responsible to bring all the machinery as listed in the Work Plan.
- 9.3 The Service Provider shall ensure deployment of manpower at all times as defined in the Work Plan and as agreed by the Airport Manager of PAA.
- 9.4 Airport Manager can change the deployment plan in order to meet the operational requirements.
- 9.5 In case of changes in the minimum wage as announced by Federal Government from time to time, adjustment in the Contract Price would be made according to the deployment plan / Work Plan; the adjustments would be limited to the manpower as quoted in the Work Plan submitted at the time of bid submission.
- 9.6 However, this shall not limit the Service Provider to enhance the manpower deployment in order to ensure efficient services as per the scope. Monitoring of the Service Provider shall be made against the Scope of Services and KPIs as defined in the RFPD & Contract Agreement.

10. JOINT VENTURE

In order for a Joint Venture to qualify:

- 10.1 All firms / companies comprising the joint venture shall satisfy the mandatory requirements and submit a Joint Venture Agreement along with an Undertaking / Letter of Intent that in case the bid of the JV is financially responsive, they shall submit the JV registration before execution of the Contract Agreement.
- 10.2 The annual turnover/ credit balance of lead / partner in-charge shall be considered to fulfil the requirements of evaluation criteria.
- 10.3 All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to PAA for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization as well as in the Form of Bid and Form of Contract Agreement (in case of a successful bidder).
- 10.4 One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.
- 10.5 The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.

- 10.6 A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it shall function, its period of duration, the persons authorized to represent and obligate it and which persons shall be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/ modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of PAA.

11. PRE-REQUISITES FOR TECHNICAL EVALUATION

Following are the pre-requisites for firms / bidders intending to submit proposal:

- 11.1 Minimum one (01) year experience of providing janitorial & cleaning services to large organizations like hotels, hospitals & well-established private & public enterprises etc.
- 11.2 Firms/ bidders are expected to demonstrate upto 03 years but not less than 01-year experience of similar jobs preferably having floor area of 100,000 sqft. or more to be eligible to participate in bidding / tendering.
- 11.3 Firms / bidders which have been in any kind of business/ operational relationship with PCAA / PAA are required to submit a “Certificate of Satisfactory Performance” issued upon completion / termination of the contract/ services by the concerned location/ Airport. For ongoing contract with PCAA /PAA Satisfactory performance certificate is required to be submitted by the bidders.
- 11.4 Firms/ bidders must have NTN numbers and Certificates.
- 11.5 Firms/ bidders must be registered with Social Security and EOBI.
- 11.6 Firms/ bidders must provide last 6 months Bank Account Statement.
- 11.7 Firms/ bidders must furnish Confirmations / undertaking (fresh) on non-judicial stamp paper to the effect that the firm has not been blacklisted by any Government, Semi Government and Autonomous Body.
- 11.8 Firms/ bidders must disclose if it is in any litigation against any of its clients.
- 11.9 Firms/ bidders must furnish Confirmation/ Undertaking that they can provide to PAA all such information, data documentation, accounting records etc. pertaining to their operations etc. within Seven (07) days of request for the same by PAA.
- 11.10 Firms/ bidders must furnish an undertaking that it will abide by the minimum wages prescribed by the Federal Government from time to time, pay all regulatory payments such as EOBI, Social Security, and Taxes etc. for its deployed resources. Bids may be exclusive of Provincial Sales Tax as PAA is exempted from levy of Provincial Sales Tax.
- 11.11 Firms / bidders must submit a detailed Work Plan containing number & deployment of manpower (shifts & area wise), machinery to be used etc.

12. BID EVALUATION CHECKLIST

S. No.	Bid Evaluation Parameters:	Yes/No	Remarks
i)	Legal Status		Attach certificate of incorporation/ registration Memorandum & Article of Association or Partnership Deed or JV Agreement etc. (Annexure A)
ii)	Experience in Janitorial/ cleaning services. Must not be less than 01 year.		Attach Service Agreements to show that similar services were provided to large organizations like hotels, hospitals & well-established private & public enterprises etc. for minimum 01 year. (Annexure B) <i>(In case of Non-Disclosure Agreement with the Clients, the bidders are required to provide the Performance Certificates issued by the past clients; whereas for current clients, utility charges report in the name of the Bidder may be provided. In addition to this, the bidder shall also provide an undertaking mentioning the name of the client(s), address, telephone number, fax number, email etc.)</i>
iii)	No. of Clients to whom similar services were provided. Must be 03 or more.		Attach Service Agreements to show that such services were provided to at least 03 clients. (Annexure C)
iv)	Total No. of persons deployed on assignment involving Janitorial Services must be 100 or more.		Attach List showing total number of resources on assignment involving Janitorial Services, with Client name, postal address, telephone number & E-mail. (CV of Executive(s) and proof of current employment with the firm to be attached). (Annexure D)
v)	Financial Strength		Attach last audited Annual Accounts for last (03) years. (Annexure E)
vi)	NTN Registration		Attach NTN Registration Certificate (Annexure F)
vii)	EOBI Registration		Attach EOBI Registration Certificate / Payment Slip. (Annexure G)
viii)	Registration with Social Security		Attach Social Security Registration Certificate / Payment Slip. (Annexure H)
ix)	Average Monthly Credit Balance in Bank Account for last 06 months must not be less than Rs. 1.5 (M).		Attach Banker's Certificate or last 06 months Statement of Bank Accounts. (Annexure I)
x)	Data Provision Undertaking		Attach an undertaking that information, data documentation, accounting records etc. pertaining to the services will be provided within Seven (07) days. (Annexure J)
xi)	Black List Undertaking		Attach an Undertaking (fresh) on non-judicial stamp paper to the effect that the firm has not been blacklisted by any

		Government, Semi Government or Autonomous Body. (Annexure K)
xii)	Regulatory Payment Undertaking	Attach an Undertaking (fresh) on non-judicial stamp paper to the effect that the firm undertakes to abide by the minimum wage rate and will pay all regulatory payments. (Annexure L)
xiii)	Past Performance	If the bidder has any working relationship with PAA, attach a Satisfactory Service Certificate issued upon completion / termination of the services / contract by the concerned location head. (Annexure M)
xiv)	Work Plan	Submit a detailed Work Plan containing number & deployment of manpower (shifts & area wise), machinery to be used etc. (Annexure N)

Bidders with “Yes” to all above will qualify to be further evaluated on Technical Grounds.

13. TECHNICAL EVALUATION CRITERIA

All bidders who qualify against the bid evaluation parameters as defined above shall be qualified for technical evaluation as per the following criteria:

S. No.	Criteria	Description	Max. Marks
i)	Experience	The minimum period for which the bidder is engaged in providing such relevant services to large organizations of public/private sectors shall not less than 01 year. For 01-year experience, the bidder will be awarded base marks 03. The firm will gain 02 marks for each additional year of experience in relevant services (Maximum 15 Marks). (Copy of contract(s)/completion certificate to be attached. Contract of less than one-year duration shall not be considered).	15
ii)	No. of Clients	The minimum number of Clients for similar services should be 03 as defined in Bid Evaluation Checklist – clause 10(iii) , for which the bidder will be awarded base marks 05. Additional Clients served by the firm will attract 02 marks for each Client (Maximum 15 Marks)	15
iii)	Manpower	The Bidder should have provided services of at least 100 persons including technical/operator for handling machine/equipment on such assignments, for which the bidder will be awarded base marks 05. Every additional 50 persons deployed by the Bidder for similar services will result in 1 Mark (Maximum 10 Marks). (CV and proof of current employment with the firm to be attached).	10
iv)	Work Plan	A detailed Work Plan containing number & deployment of manpower (shifts & area wise), machinery to be used etc.	05
v)	International Airports Experience	The bidder will be awarded 03 marks if it has experience of providing similar services at international airports for more than 01 year. (Maximum 03 Marks)	03
vi)	Average Credit Balance	The Minimum Average Credit Balance during last 06 months in the bidder’s Bank Account should be Rs. 1.5 million for which the bidder will be awarded base marks 05. For each additional Rs.0.300 million (as per the Bank Statement), the Company/firm will be awarded 1 Mark (Maximum 10 Marks)	10

vii)	Training	Training Plan with training material is to be submitted by the bidder. The score will be on the basis of comprehensiveness of the plan as under: Chemicals Handling Training Module (5 Marks) Equipment Handling Training Module (5 Marks) Safety Awareness Training Module (5 Marks) (Maximum 15 Marks)	15
viii)	ISO Certification	The bidder will be awarded 05 marks if he is ISO-9001 and ISO 45001 certified (Maximum 05 Marks)	05
ix)	Annual Turnover	The Bidder will be given marks against the turn over during last 01 year. Greater than Rs.10 M & less than Rs.20 M=10 Marks Greater than Rs.20 M & less than Rs.30 M=15 Marks Greater than Rs.30 M = 20 Marks (Maximum 20 Marks)	20
x)	Set up	An established and functional office set up in the respective city (Maximum 02 Marks)	02

Bidders who score at least 70 marks shall qualify for the Financial Bid Evaluation.

14. **FINANCIAL BID EVALUATION**

14.1 Financial Bids will be opened in front of all the technically qualified bidders, who choose to be present during the bid opening process. Where there is a discrepancy between amount in figures and words, the amount in words shall prevail.

14.2 The bidder with Lowest Total Bid Price as quoted on “Schedule of Prices” shall be considered as Successful Bidder.

15. **AWARD OF CONTRACT**

15.1 Prior to expiration of the period of bid validity prescribed in the RFP, PAA shall notify the successful bidder in writing (“Letter of Acceptance”) that his bid has been accepted. This letter shall name the Contract Period, Monthly cost, Annual Cost and Contract Price as quoted in “Schedule of Prices”, which the PAA shall pay the Contractor in consideration of the execution and completion of the Services by the Contractor as prescribed by the Contract.

15.2 The Letter of Acceptance and its acknowledgement by the bidder shall constitute the formation of the Contract, binding PAA and the Bidder until signing of the formal Service Level Agreement (SLA).

15.3 Upon furnishing by the successful bidder of a Performance Security within (14) days after receipt of Letter of Acceptance, PAA shall promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.

16. **PERFORMANCE GUARANTEE**

16.1 The successful bidder shall, within (14) days after receipt of acceptance letter, furnish a Performance Guarantee of the amount equal to 5% of the Contract Price in the form of Bank Draft / Pay Order / Bank Guarantee from any Schedule Bank of Pakistan as per list of authorized / approved banks of PAA, in favour of “Pakistan Airports Authority”.

16.2 The Performance Guarantee shall be returned within (02) months after completion of the Contract period or the extended period whichever is earlier.

16.3 Failure of the successful bidder to comply with the requirements of furnishing Performance Security or signing of the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

17. SIGNING OF CONTRACT

17.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, the PAA shall send to the successful bidder the Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the PAA. The cost of execution of the Contract (on non-judicial stamp paper) is to be borne by the Successful Bidder.

17.2 The formal Contract between the PAA and the successful bidder shall be executed within fourteen (14) days of the receipt of such Service Level Agreement (SLA) by the successful bidder from the PAA.

18. MONITORING

18.1 PAA through its designated officer(s) shall regularly perform inspection of the Service Provider at least 03 times a day (01 in each shift) against the set Service Standards / KPIs, impose penalties and issue warnings.

18.2 Detailed monitoring mechanism and penalties criteria is specified in the **clause # 5** of the Contract Agreement.

18.3 In addition to the unsatisfactory services, the following shall also be treated as violations and PAA shall impose penalties as specified in the Contract Agreement:

Type of Violations:

18.3.1 **Services:** These violations shall include but not limited:

- a. Unsafe working / violation of HSE Manual
- b. Non-Compliance of the service standards
- c. The Janitorial Staff is not wearing the prescribed uniform / PPEs etc. or not displaying the Identity Card and Airport Entry Pass (if applicable)

18.3.2 **Misconduct:** These shall include:

- a. The Janitorial Staff is unnecessarily approaching the passengers for money/ tip or extending protocols
- b. The Janitorial Staff misbehaves with the passengers or any of the airport employees. The Janitorial Staff engages in an argument or fight with the other janitorial staff or any of the airport employees.

19. SERVICE PROVIDER'S WARRANTIES AND OBLIGATIONS:

Service Provider undertakes warrants and represents that at all times:

19.1 It has the requisite power and authority to enter into and perform this Agreement.

19.2 It shall carry out the Services with reasonable care and skill.

19.3 It holds valid license and authority to carry out the Services.

19.4 It shall ensure 24x7 cleaning at the airport as per required standards and ensuring availability of consumables and equipment as per the RFP.

- 19.5 It shall employ competent and qualified personnel to carry out the Services.
- 19.6 All persons engaged by the Service Provider to carry out the Services are its employees and have no criminal record.
- 19.7 The Service Provider shall be responsible for the background check and obtaining security clearance, medical insurance, medical fitness certificate, provision of uniform and attendance procedure of all the persons deployed by the Service Provider at the airport.
- 19.8 It shall perform Services using all reasonable skill, care and diligence in accordance with good industry practices and shall ensure that its employees have the skills and expertise required to carry out the Services to the standards and timings required by PAA.
- 19.9 The Service Provider or its employees will manage the transportation to and from the airport and will be of no obligation to PAA.
- 19.10 The Service Provider shall take good care of tools and equipment required for the satisfactory execution of work.
- 19.11 The Service Provider shall not act in a way, which is prejudicial to PAA's interests or business.
- 19.12 The services shall be fit for the expressed or implied purposes for which supplied.
- 19.13 The Service Provider and its employees shall obey all lawful and reasonable directions of PAA's representatives.
- 19.14 The Service Provider shall strictly follow the labour laws and ensure payment of minimum wages to its employees as prescribed by the Federal Government from time to time.
- 19.15 Any breach by Service Provider of this clause (Service provider's Warranties) constitutes a material breach of the Contract. In addition to PAA's rights, PAA shall be entitled to require Service Provider to;
- 19.15.1 Remedy the breach at its costs;
- 19.15.2 Pay for it to be remedied; or
- 19.15.3 Repay to all amounts already paid for the defective Services.

20. ACCESS TO THE BUILDINGS/ PREMISES, AND STORES

- 20.1 Before the award of the Contract, PAA shall ensure access of Service Provider and Service Provider's staff (after verification and clearance by the Airport Security Force, Police or other agencies to be processed by the Service Provider), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.
- 20.2 The Service Provider shall ensure timely submission of documents of its employees for issuance of Airport Entry Passes.
- 20.3 The Service Provider shall allow and ensure easy access of authorized person(s) of the PAA to its office, stores or other areas under its control while providing the Services under the Contract.

21. PAYMENTS TO THE SERVICE PROVIDER

- 21.1 The payments shall be made to the Service Provider on monthly basis after adjustment of any claims against the Service Provider.
- 21.2 The Service Provider shall submit invoice (by 02nd day of each month), of the services completed during the previous month.
- 21.3 PAA may release payments (by 10th working day of the month) as per Schedule of Prices after deduction of any claims or penalties as defined in the agreement.

22. CURRENCY, TAX, PRICE ADJUSTMENTS

- 22.1 Payments shall be made in Pak. Rupees, only.
- 22.2 All applicable taxes shall be deducted by PAA at source unless a tax exemption certificate is submitted by the Service Provider. Bids must be exclusive of Provincial Sales Tax as PAA is exempted from levy of Provincial Sales Tax.
- 22.3 Relevant taxes shall be deducted as per the prevailing applicable rates at the time of release of payments to the Service Provider.
- 22.4 Price adjustment shall also be allowed for revision of minimum wage rates by the Federal Government. Such adjustment shall be implemented from the effective date of revision of minimum wages. In case of increase in minimum wages by the Federal Government, the Service Provider shall revise minimum wages and will ensure payment of other allied regulatory amounts to its employees. PAA shall compensate the Service Provider by paying additional / differential amount to the Service Provider effective from the date of the Federal Government's implementation policy.
- 22.5 Service Provider may claim the financial difference against each such employee who was drawing salary less than the latest revised minimum wage rate prior to issuance of notification. The amount to be claimed by the Service Provider against such individual employee shall be calculated as follows:

Price Adjustment = Revised Minimum Wage - Existing salary of the Employee

Total Price adjustment for a month to be claimed by the Service Provider shall be equal to the arithmetic sum of price adjustment for individual employees whose salaries are required to be increased after issuance of revised minimum wage rate. PAA shall process the claim of Service Provider after verification / validation of documentary evidence in respect of all such individuals.

Note: No increase / Price adjustment shall be allowed for such employees who were already drawing a salary equal to or greater than the revised minimum wage rate.

- 22.6 Service Provider shall be directly responsible for all his liabilities or obligations on account of any taxes, duties (including stamp duty), charges, regulatory payments or cesses levied by the Government or any other authority either on his business or on the Services and the documentation related thereto.

23. TERMINATION (with or without cause)

PAA shall be entitled to immediately terminate/ suspend the Contract by issuing a Final Notice to the Service Provider, under any of the following conditions:

- 23.1 Service Provider materially or consistently breaches the Contract;

23.2 Service Provider suffers (or is likely to suffer) an insolvency event or, undergoes a material change in its management, ownership or control; or

23.3 At any time, subject to at least 30 days' notice.

24. LIABILITY

Service Provider shall be responsible for and shall indemnify and hold harmless PAA, its agents and employees from all losses arising out of Service Provider's negligence or breach of Contract.

25. CONFIDENTIALITY

Except with the consent in writing of PAA, Service Provider shall keep strictly confidential and not make use of any confidential information supplied by PAA other than to perform this Contract, and shall impose the same obligations on its employees and other third parties.

26. INDEPENDENT CONTRACTOR

The Service Provider shall at all times function and be regarded as independent and not as an agent of PAA and neither the Contractor nor its personnel shall have the right to represent or bind PAA to any third person.

27. BID SECURITY

27.1 Each bidder shall furnish, as part of his bid, a Bid Security amounting to Rs.8,273,818/-

/- (eight million two hundred seventy three thousand eight hundred and eighteen) against three years cost.

27.2 ***The Bid Security shall be in the form of Bank Draft/ Pay Order / Bank Guarantee from any scheduled Bank as per list of approved banks provided by Finance Section, in favor of "Pakistan Airports Authority" (subject to verification), must reach in physical form before tender closing time and Date, any bid security uploaded on EPADS and not reach physically before tender closing time to this office shall not be considered as per procedure. Bid security must be attached with technical proposal along with all FBR documents.***

27.3 Any bid not accompanied by an acceptable Bid Security shall be rejected.

27.4 Bid Security of unsuccessful bidders shall be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

27.5 The Bid Security of the successful bidder shall be returned when the bidder has furnished the required Performance Guarantee, pursuant to **Clause 15** and signed the Service Level Agreement (SLA).

27.6 The Bid Security may be forfeited:

27.6.1 if a bidder withdraws his bid during the period of bid validity; or

27.6.2 if there is an error in the bid (typo, miscalculation etc.) and the bidder does not accept the correction of his bid price pursuant to **clause 7.4**.

27.6.3 in the case of a successful bidder, if he fails to:

a. furnish the required Performance Guarantee within the stipulated time period, in accordance with **clause 16**.

b. sign the Contract Agreement in accordance with **clause 17**.

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28. **BID VALIDITY**

- 28.1 The Bid shall be valid for a period of **150 days** from the date of bid submission.
- 28.2 In exceptional circumstances prior to expiry of original bid validity period, the PAA may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request shall be required to extend the validity of his Bid Security for the period of the extension, and in compliance with **Clause 27** in all respects.

29. **OTHER TERMS AND CONDITIONS**

By responding to this RFP, the bidder agrees to the Terms and Conditions given below and in this RFP as a whole.

- 29.1 At any time prior to the deadline for submission of bids **PAA** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the RFP by amendment, which will be placed either on **PAA's** website, e-mailed or dispatched to all prospective companies/ firms.
- 29.2 All such amendments shall become part of the RFP after they have been notified to all bidding companies/ firms.
- 29.3 No bidder shall contact **PAA** on any matter relating to its bid from the time of the bid opening to the time the bid evaluation result is announced by the **PAA**.
- 29.4 Any effort by a Bidder to influence **PAA** in the bid evaluation, bid comparison or Contract Award decisions may result in the rejection of its bid.
- 29.5 **PAA** reserves the right to extend the dates for submission of responses to this document.
- 29.6 **PAA** reserves the right to change the requirement specifications, Scope of Work and ask for the revised bids.
- 29.7 These responses would be deemed as legal documents and will form part of the final contract.
- 29.8 Bidders are requested to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the bids. Unsigned bids would be treated as incomplete and could be rejected.
- 29.9 Any bid, submitted cannot be withdrawn / modified after last date for submission of the bids.
- 29.10 **PAA** reserves the right to call for any additional information and also reserves the right to reject the proposal of any firm if in the opinion of **PAA**, the information furnished is incomplete or the bidder does not qualify for the contract.
- 29.11 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and **PAA** shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

- 29.12 The Bidders are requested to quote in Pakistani Rupees ('PKR'). Bids in currencies other than PKR may not be considered.
- 29.13 Failure of PAA to select a Service Provider shall not result in any claim whatsoever against PAA and PAA reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 29.14 Cost of execution of the Contract Agreement is to be borne by the Service Provider.
- 29.15 Any additional or different terms and conditions proposed by the Service Provider would be rejected unless expressly assented to in writing by PAA.
- 29.16 PAA would not assume any expenses incurred by the bidders in preparation of the response to this RFP and would not return the bid documents to the bidder unless otherwise specified.
- 29.17 Bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses.
- 29.18 Technical Evaluation Committee will scrutinize the offers to determine whether they are complete, error free, required technical documentation has been furnished, the documents have been properly signed, and items are quoted as per the schedule.
- 29.19 PAA may at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all competitors and PAA reserves the right for such waivers.
- 29.20 To assist in the scrutiny, evaluation and comparison of offers, PAA may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. PAA has the right to disqualify the Bidder whose clarification is not received by PAA by the stipulated time or is found not suitable to the proposed project.
- 29.21 PAA reserves the right to make any changes in the terms and conditions of RFP.
- 29.22 PAA may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of PAA contains any false or misleading claims or statements. PAA has no liability to any person for excluding or rejecting any such proposal.
- 29.23 The Service Provider shall promptly notify PAA of any change in partnership, directorship or other managerial orders of the company or address of the firm.
- 29.24 Service Provider shall indemnify, protect and save PAA against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the Service Provider, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory provisions.
- 29.25 Mobilisation period for undertaking the job shall not be more than 30 days.
- 29.26 PAA reserves the right to reject all bids and annul the bidding process at any time prior to acceptance of bid. Notice thereof shall be issued to all bidders who have submitted bids. PAA shall upon request communicate the grounds for its rejection of all bids but is not required to justify these grounds. PAA shall incur no liability in this regard.

29.27 List of Banks is attached as **Appendix “D”**.

SIGNATURE/RUBBER STAMP OF TENDERER