

Standard Bidding Document

SERVICE LEVEL AGREEMENT (SLA) FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT (Non-Consultancy Services)

National

Single Stage-Two Envelope



September 07, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **ES (Civil) Division North IIAP (Pakistan Airports Authority)** has reserved Funds for the procurement planned for FY **2026-27**. The **ES (Civil) Division North IIAP (Pakistan Airports Authority)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"SERVICE LEVEL AGREEMENT (SLA) FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT"** with the reference of **"P96085"**
2. The **ES (Civil) Division North IIAP (Pakistan Airports Authority)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/96085>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, September 29, 2026 11:00 AM**. E-bids will be opened on the same day at **Tuesday, September 29, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>.

A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. Preliminary Examination of Bids

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **ES (Civil) Division North IIAP (Pakistan Airports Authority)**

The subject of procurement is: **SERVICE LEVEL AGREEMENT (SLA) FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT**

Expected commencement date: **Friday, October 30, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P96085**

BDS Clause Number 3

JV/Consortium or Association Allowed: **Yes**

Number of JV/Consortium Members: **02**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, September 18, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **ES (Civil) Division North IIAP (Pakistan Airports Authority)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

**Divisional Engineer ES (Civil) North Division, IIAP Red Building-2
Islamabad Airport**

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, September 29, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Tuesday**

Date: **Tuesday, September 29, 2026**

Time : **11:30 AM**

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) PEC

Eligibility Criteria	Document
The Applicant must have Active Registration with FBR (NTN), if applicable. (in case of JV, all partners)	Yes
Firm's registration documents, whichever is applicable. Memorandum and Articles of Association together with a copy of certificate of incorporation or Partnership deed duly registered with Registrar of Firm or affidavit of sole proprietorship, duly attested, on non-judicial stamp paper with a minimum value of Rs. 200/-	Yes
The Applicant must have Active Registration with Pakistan Engineering Council (PEC) in C-5 Category	Yes
The Applicant (in case of JV, all partners) shall provide Annual Audited financial statements for the last three (03) Financial years.	Yes
Joint Venture Agreement (if applicable). In case this does not pertain to you, attach a single pager stating this as not applicable.	Yes
CNIC of owner, attorney	Yes
Affidavit for no blacklisting and details of pending litigation, if any, on non-judicial stamp paper with a minimum value of Rs. 200/-.	Yes

Power of attorney on non-judicial stamp paper with a minimum value of Rs. 500/- (if applicable). In case this does not pertain to you, attach a single pager stating this as not applicable.	Yes
Attach valid EOBI Registration Certificate /letter	Yes
Fresh and valid Banker's Certificate for maintaining the Company's Bank Account. (Account Maintenance Certificate)	Yes
Valid Bank statement for the last six months	Yes
Attach Undertaking on non-judicial stamp paper regarding provision of correct information.	Yes
Minimum Wage/ Regulatory dues/ taxes Payment Undertaking - Attach an Undertaking on non-judicial stamp paper.	Yes
The undertaking for acceptance of terms and conditions of RFP	Yes
Name, Valid address(s), phone(s) and/or fax, and e-mail address along with postal and telephonic address of head office and branch offices (as applicable)	Yes
List of Similar assignments completed and in hand along with number of resources deployed, contact person, duration of services for each client separately	Yes
A brief description of the Firm's Key personnel (Professional, Management & Clerical) qualification & experience	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	

Technical Marks	100
Passing Marks	65
Technical Evaluation Criteria	
EXPERIENCE Maintenance / upkeep / of existing Civil Infrastructure/ Horticulture: - 20 marks shall be awarded for 02 years of experience. Nil marks for less than 02 years' experience. - For each additional year of experience, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional years of experience). OR The firm has executed Civil Works projects with value not less than 05 million in the last 05 years. - 20 marks shall be awarded if firm has executed 02 projects of above value. Nil marks for less than 02 projects. - For each additional project of above value, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional projects). Note 1: Copy of contract(s) to be attached for substantiation. Note 2: Copy of Work Orders depicting project cost & their Satisfactory Work Completion certificates to be attached for substantiation. (Qualitative)(Doc Required)	40

Personnel Capability *BE (Civil) Engineer registered with PEC = 10 Marks (maximum marks allowed: 10) - **Each DAE (Civil) having experience 02 years or above = 5 Marks (maximum marks allowed: 10) Note: *CVs of BE (Civil) Engineers with PEC Registration Certificate and proof of current employment with company shall be attached **CVs of DAE (Civil) with DAE Certificates and proof of current employment with company shall be attached (Qualitative)(Doc Required)	20
Average Annual Turnover The Service Provider will be given marks against the average turnover (Rs, Million) during last three (3) financial year as per the following criteria; Greater than Rs.5 M & less than Rs 7.5 M=10 Marks Greater than Rs.7.5 M & less than Rs.10 M=15 Marks Greater than Rs.10 M =20 Marks Note: Nil marks will be awarded for average annual turnover of less than Rs. 5 Million. (Qualitative)(Doc Required)	20
Average Bank Balance The bidder shall be awarded 10 base marks if the available credit balance in bank is Rs. 1 Million. For each additional Rs 0.1 Million available credit line, 01 marks shall be awarded. (Max. 10 marks) Full marks (20) shall be awarded for available credit line from bank greater than or equal to Rs. 2 Million. Note 1: Attested copy of certificate from bank certifying the available credit line shall be required for substantiation. OR The Minimum Monthly Average Credit Balance in the Company's Bank Account should be Rs. 0.5 Million for the last (six) 6 Months, for which the bidder will be awarded 10 base marks. For each additional Rs.0.1 M, the Company will be awarded 02 Mark (Maximum 10 Marks). Full marks (20) shall be awarded for average monthly credit balance greater than 1 Million, and Nil marks for average monthly credit balance less than 0.5 Million. (For the last 6 months) Note 2: The bank statements provided by the bidder shall be used to calculate the average bank balance. (Qualitative)(Doc Required)	20

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
SLA FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT	Address: Divisional Engineer ES (Civil) North Division, IIAP Red Building-2 Islamabad Airport Schedule: 720 Days Quantity: 1/job	1/job	700000 PKR

Related Services :

Yes

Position	Related Services
SLA FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT	Site Clearance and removal of debries

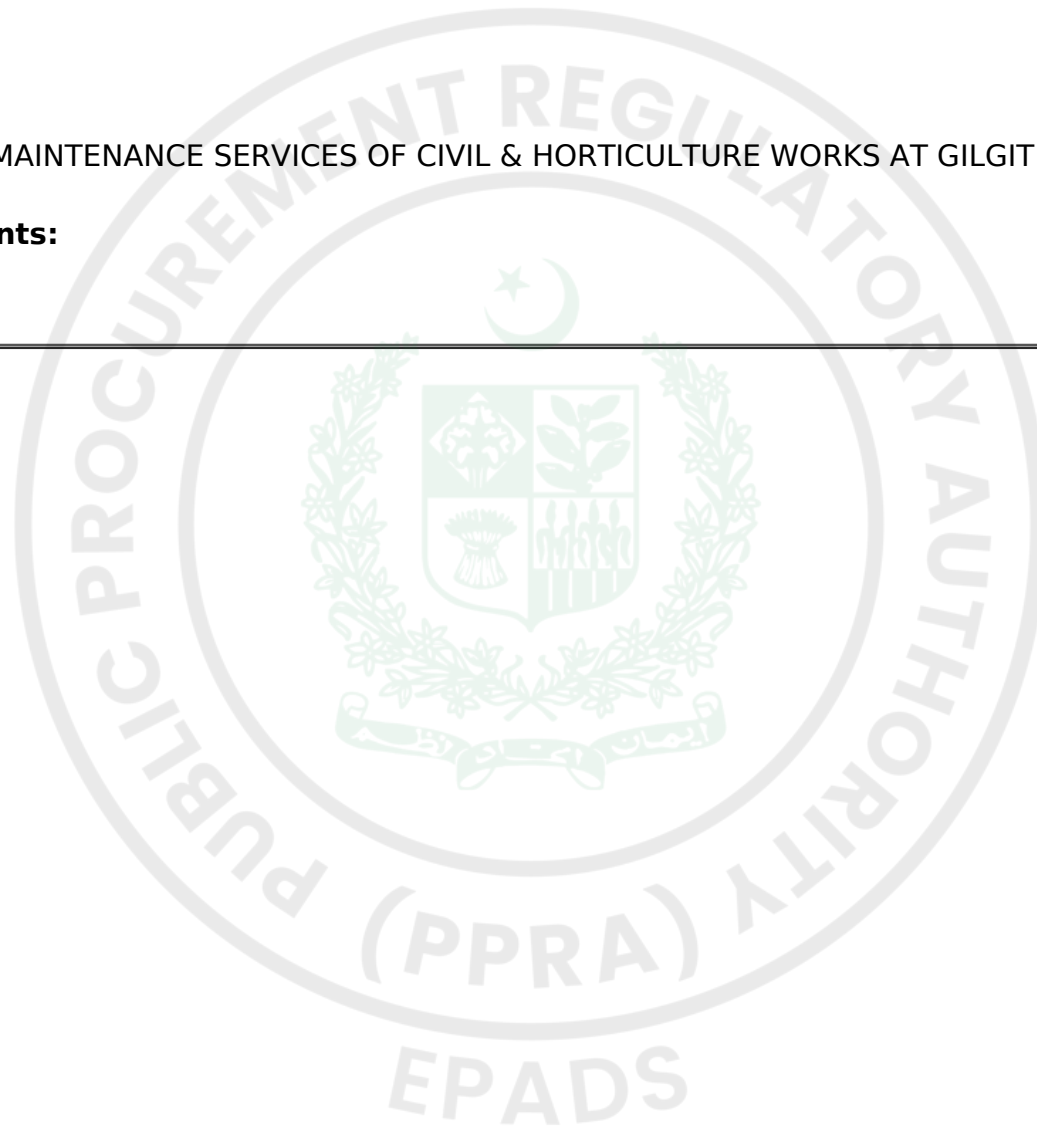
Services Specifications

Positions Without Lots :

Position: SLA FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT

Specifications / Requirements:

Hiring of Manpower and T&P



Scope of Work

As specified in attached RFP



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

- 30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- 30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.
- 30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

- 31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: ES (Civil) Division North IIAP (Pakistan Airports Authority), Divisional Engineer ES (Civil) Divisional Engineer ES (Civil) North Division, IIAP Red Building-2 Islamabad Airport

The Supplier is:

The title of the subject procurement is: SERVICE LEVEL AGREEMENT (SLA) FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

ES (Civil) Division North IIAP (Pakistan Airports Authority), Divisional Engineer ES (Civil)
Divisional Engineer ES (Civil) North Division, IIAP Red Building-2 Islamabad Airport
+92-519-555-3322
divisioncaa@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

ES (Civil) Division North IIAP (Pakistan Airports Authority), Divisional Engineer ES (Civil)
Divisional Engineer ES (Civil) North Division, IIAP Red Building-2 Islamabad Airport
+92-519-555-3322
divisioncaa@gmail.com

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **3.00% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

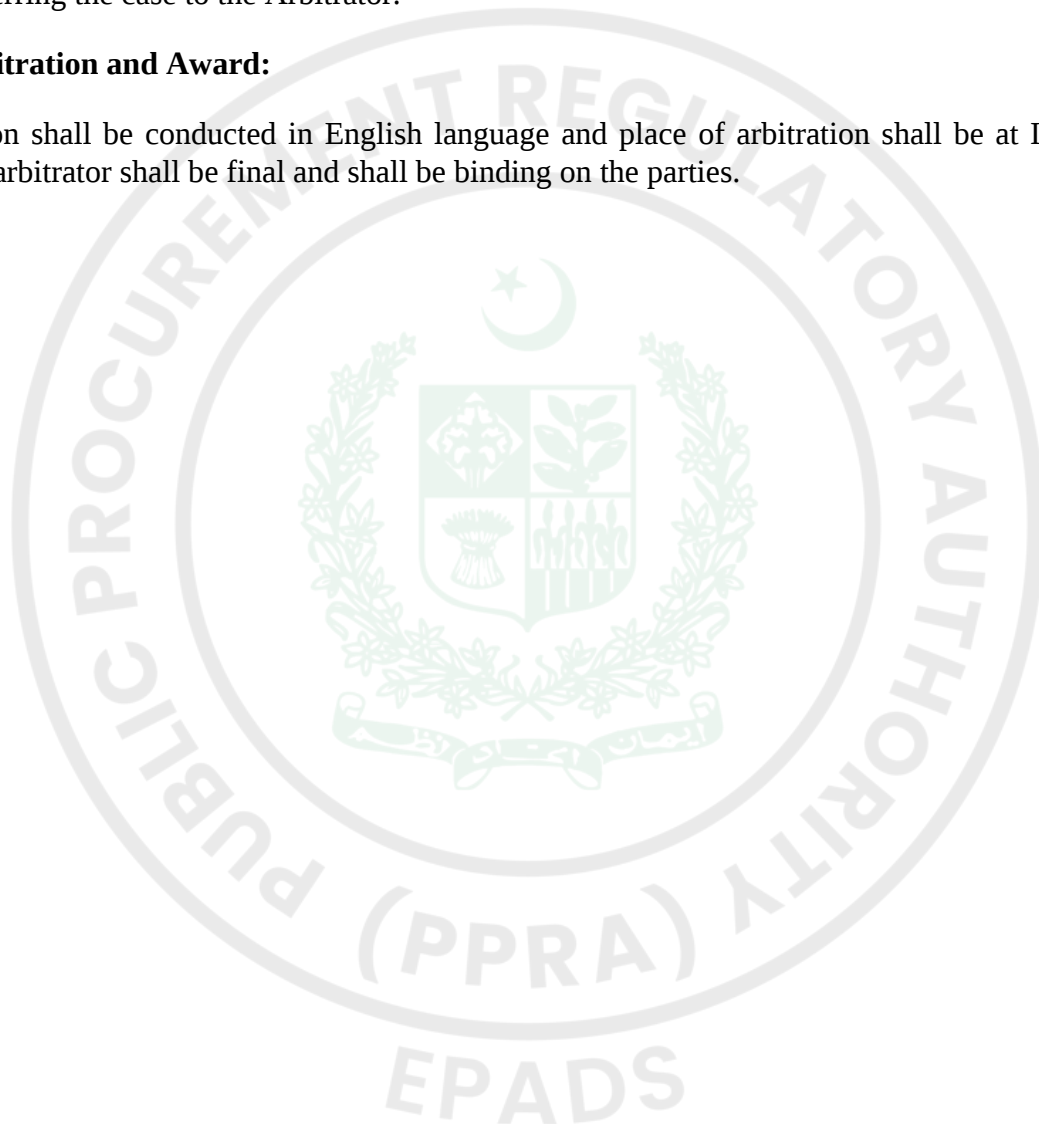
By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.





Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P96085**

To: **ES (Civil) Division North IIAP (Pakistan Airports Authority), Divisional Engineer ES (Civil) Divisional Engineer ES (Civil) North Division, IIAP Red Building-2 Islamabad Airport**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **ES (Civil) Division North IIAP (Pakistan Airports Authority), Divisional Engineer ES (Civil) Divisional Engineer ES (Civil) North Division, IIAP Red Building-2 Islamabad Airport**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SERVICE LEVEL AGREEMENT (SLA) FOR REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS AT GILGIT AIRPORT (P96085)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

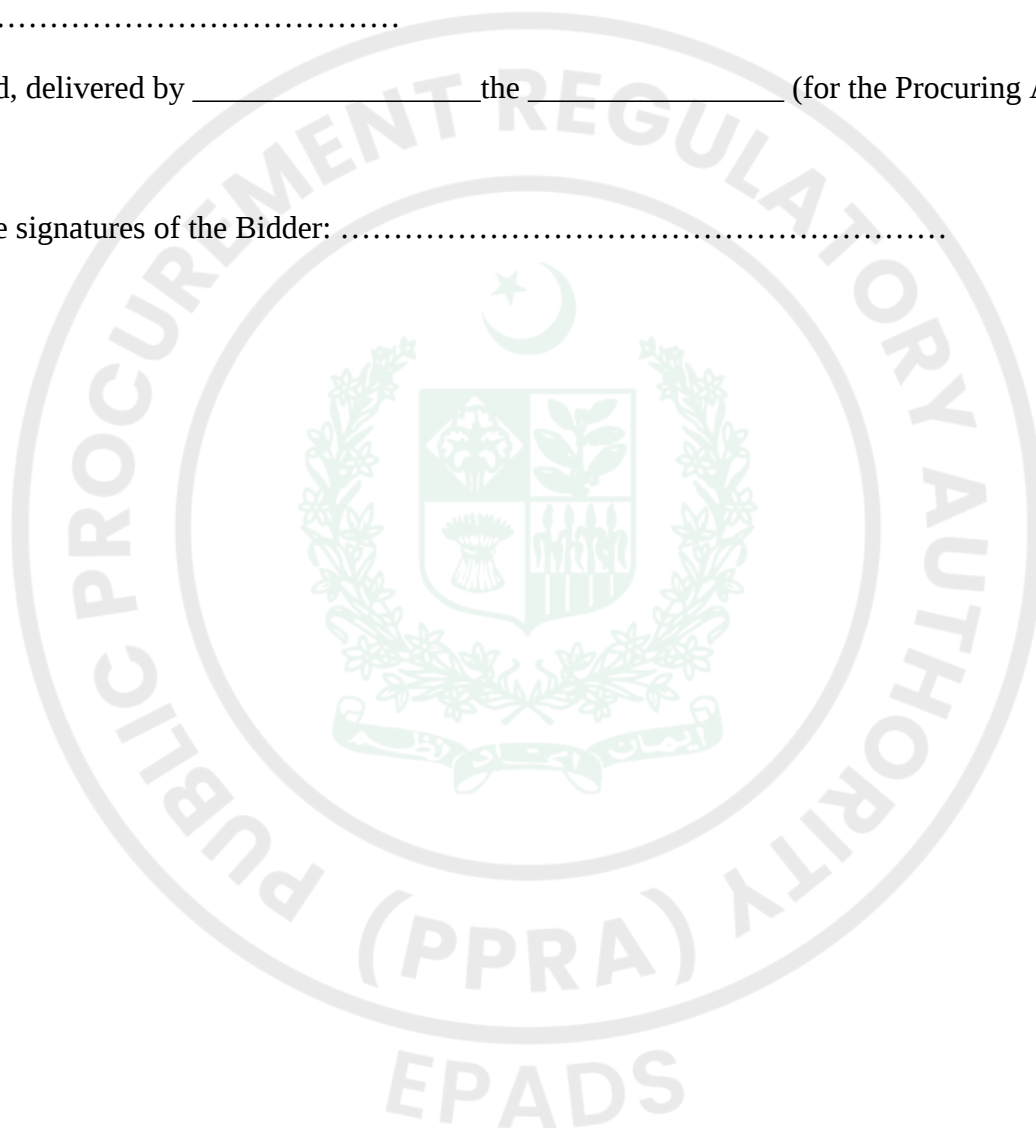
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision 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 [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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



Performance Guarantee Form

Performance Guarantee Form

To: **ES (Civil) Division North IIAP (Pakistan Airports Authority), Divisional Engineer ES (Civil) Divisional Engineer ES (Civil) North Division, IIAP Red Building-2 Islamabad Airport**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

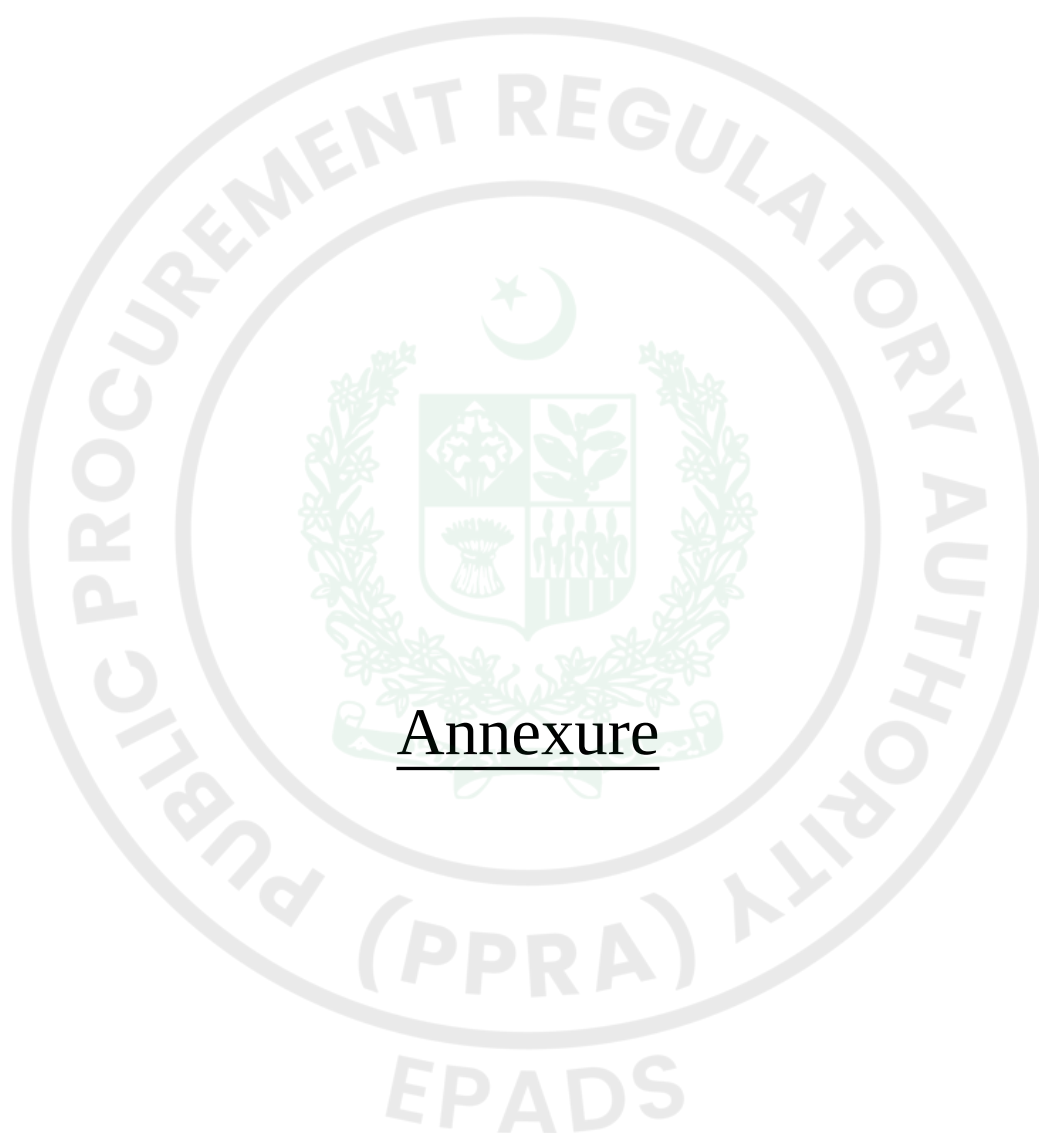
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

PAA SLA RFP

The Annexure attached hereto, shall constitute an integral, essential, and binding part of the Bidding Documents and shall become part of the contract agreement. Notwithstanding anything to the contrary contained in, or generated through, the EPADS V2.0 system, the ITB and BDS, and Conditions of Contract generated by EPADS V2.0 shall, to the extent of any technical inconsistency, discrepancy, or conflict, be deemed non-binding and shall have no legal or contractual effect. In the event of any ambiguity, discrepancy, inconsistency, or conflict between the system-generated documents and the aforesaid attached Annexures, the attached Annexures, including, but not limited to, PAA Tender documents and other documents forming part of the Bidding Documents, shall prevail and shall be final and binding upon both the Procuring Agency and the Bidder. The Bidder shall download the aforesaid Annexures, duly sign and stamp each page thereof, and upload the complete scanned copy as an integral part of its bid submission. Failure to comply with this requirement may render the bid non-responsive, in accordance with the applicable procurement rules and the provisions of the Bidding Documents.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **PAA SLA RFP** (page number: 75)

Financial Proposal Form

The Financial Bid in the form of Financial Proposal Form attached as annexure shall be duly completed/filled, signed and stamped, and the bidder shall upload the complete scanned copy as an integral part of its bid submission. Failure to comply with this requirement may render the bid non-responsive, in accordance with the applicable procurement rules and the provisions of the Bidding Documents

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Proposal Form** (page number: 152)



Procurement Forms

Past Construction Experiences

Criteria	Description	Max. Marks
Experience	Maintenance / upkeep / of existing Civil Infrastructure/ Horticulture: • 20 marks shall be awarded for 02 years of experience. Nil marks for less than 02 years' experience. • For each additional year of experience, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional years of experience). OR The firm has executed Civil Works projects with value not less than 05 million in the last 05 years. • 20 marks shall be awarded if firm has executed 02 projects of above value. Nil marks for less than 02 projects. • For each additional project of above value, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional projects). Note 1: Copy of contract(s) to be attached for substantiation. Note 2: Copy of Work Orders depicting project cost & their Satisfactory Work Completion certificates to be attached for substantiation.	40

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 154)

Contractor's Key Personnel Representative and Their Schedules

Personnel Capability	• *BE (Civil) Engineer registered with PEC = 10 Marks (maximum marks allowed: 10) • **Each DAE (Civil) having experience 02 years or above = 5 Marks (maximum marks allowed: 10) Note: <i>*CVs of BE (Civil) Engineers with PEC Registration Certificate and proof of current employment with company shall be attached</i> <i>**CVs of DAE (Civil) with DAE Certificates and proof of current employment with company shall be attached</i>	Max Marks 20
-----------------------------	---	----------------------------

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 160)

Past Experience and Completed Contracts

Experience	Maintenance / upkeep / of existing Civil Infrastructure/ Horticulture: - 20 marks shall be awarded for 02 years of experience. Nil marks for less than 02 years' experience. - For each additional year of experience, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional years of experience). OR The firm has executed Civil Works projects with value not less than 05 million in the last 05 years. - 20 marks shall be awarded if firm has executed 02 projects of above value. Nil marks for less than 02 projects. - For each additional project of above value, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional projects). Note 1: <i>Copy of contract(s) to be attached for substantiation.</i> Note 2: <i>Copy of Work Orders depicting project cost & their Satisfactory Work Completion certificates to be attached for substantiation.</i>	Max Marks 40
-------------------	---	----------------------------

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 164)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

The firm must furnish undertaking (fresh) on non-judicial stamp paper of Rs. 200 to the effect that the firm has not been blacklisted by any Government, Semi Government and Autonomous Body along with details of any pending litigations.

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 165)

Financial Capacity and Net Worth Evaluation Form

Average Bank Balance (M = Million)	The bidder shall be awarded 10 base marks if the available credit balance in bank is Rs. 1 Million. For each additional Rs 0.1 Million available credit line, 01 marks shall be awarded. (Max. 10 marks) Full marks (20) shall be awarded for available credit line from bank greater than or equal to Rs. 2 Million. Note 1: Attested copy of certificate from bank certifying the available credit line shall be required for substantiation. OR The Minimum Monthly Average Credit Balance in the Company's Bank Account should be Rs. 0.5 Million for the last (six) 6 Months, for which the bidder will be awarded 10 base marks. <i>For each additional Rs.0.1 M, the Company will be awarded 02 Mark (Maximum 10 Marks).</i> Full marks (20) shall be awarded for average monthly credit balance greater than 1 Million, and Nil marks for average monthly credit balance less than 0.5 Million. (For the last 6 months) Note 2: <i>The bank statements provided by the bidder shall be used to calculate the average bank balance.n.</i>	Max Marks 20
--	--	----------------------------

Average Annual Turnover

Average Annual Turnover (M = Million)	The Service Provider will be given marks against the average turnover (Rs, Million) during last three (3) financial year as per the following criteria; Greater than Rs.5 M & less than Rs 7.5 M=10 Marks Greater than Rs.7.5 M & less than Rs.10 M=15 Marks Greater than Rs.10 M =20 Marks Note: Nil marks will be awarded for average annual turnover of less than Rs. 5 Million.	Max Marks 20
---	---	----------------------------

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 169)





Additional Forms and Documents



PAKISTAN AIRPORTS AUTHORITY

(REQUEST FOR PROPOSAL)

(Instruction to Bidders)

SERVICE LEVEL AGREEMENT (SLA)

for

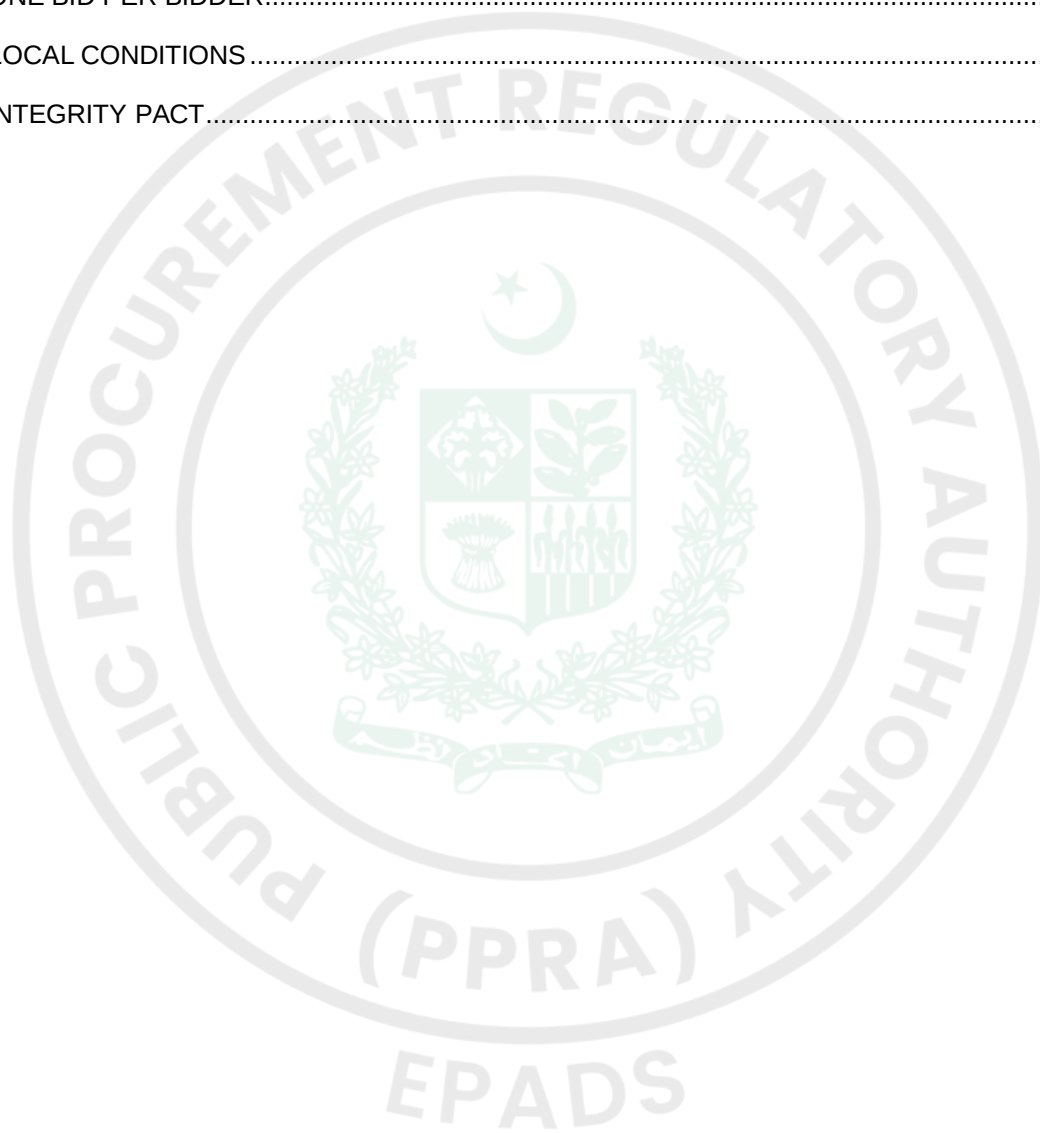
**REPAIR & MAINTENANCE SERVICES OF CIVIL & HORTICULTURE WORKS
AT GILGIT AIRPORT**



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GENERAL INFORMATION FOR GUIDANCE OF BIDDERS

IB.1. INTRODUCTION

Pakistan Airports Authority (PAA) hereinafter called “the Client” invites proposals from firms having experience of providing Civil Works repair & maintenance services in large organizations and who fulfil other parameters given in this RFP, for a period of two years, and extendable for further six (06) months (vide **Clause-14.14 of CoC**) subject to satisfactory performance, mutual agreement & approval of Competent Authority. The services required are **“Service Level Agreement (SLA) for Repair & Maintenance Services of Civil and Horticulture Works at Gilgit Airport”**.

- 1.1 Bidding process shall be carried in accordance with PPRA “Single Stage Two Envelope” bidding procedure. Bids will be opened in the presence of the Bidders’ representatives who choose to attend the Bid opening meeting.
- 1.2 The financial bids of only those firms will be opened, which technically qualify as per the evaluation criteria.
- 1.3 Standards and areas to be maintained / managed are defined so as to give a picture of the nature of services required. Further information regarding the areas / facilities is provided to facilitate the bidders to do their working accordingly.
- 1.4 Airports Authority may change and/or increase or decrease the service area / facilities, Service Standards etc. before opening of the bids, which would be communicated to all the bidders and deemed as final.
- 1.5 The bidders may visit the locations to ascertain the requirements of the services to be provided before submission of Bids.
- 1.6 The Client (PAA), being a reputed government organization observe the highest standards of ethics during the execution of such contracts and will reject a Proposal if it determines that the contractor recommended for award has, directly or through an agent, engaged in fraud and corruption in competing for the Contract.
- 1.7 Consultants/Bidders may only submit one Proposal. If a Consultant/Bidders submits or participates in more than one proposal, all such proposals shall be disqualified.

IB.2. INSTRUCTIONS TO BIDDERS

- 2.1 The bidder is expected to carefully read the bidding documents and instructions therein.
- 2.2 Bidders will be evaluated on the basis of the defined criteria. After evaluation of mandatory documents, the technical bids evaluation shall be under taken. The financial bids of only those firms will be opened, which technically qualify as per the evaluation criteria.
- 2.3 The bidders are required to submit their proposals through **Single Stage – Two Envelope Procedure as per PPRA rule 36(b)**. The single package submitted by the bidder shall contain two separate sealed envelopes, one marked as “**Technical Proposal**” and the other as “**Financial Proposal**”.
- 2.4 The envelope containing the technical proposal shall include all relevant documentary proofs/ certificates as mentioned in this RFP document **along with the financial instrument for payment of bid security**.
- 2.5 The Financial Bid shall be submitted in a sealed envelope.

- 2.6 The proposals may be submitted by hand or through courier service to the address (as mentioned in "Tender Notice") at or before the time and date mentioned in Notice for Invitation of RFP. Documents received after the due date shall not be considered. The name and mailing address of the firm/Company shall be duly written on the envelope.
- 2.7 The bidders are encouraged to visit the location before submitting the bids to familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.8 PAA intends to arrange a Pre-Proposal meeting prior to opening of bids. Attending of Pre-Proposal Meeting is strongly advised, but not mandatory.
- 2.9 PAA reserves the right to reject all bids as per PPRA Rules 2004 (Amended up to date) and regulation made there under.
- 2.10 The minimum No. of required manpower for skilled and semi-skilled labours shall be in accordance with **Schedule "C" to CoC**.
- 2.11 In preparing their Proposal, bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.12 In preparing the technical proposal, bidders are expected to examine all terms and instructions included in this document carefully as they will be evaluated on the basis of information provided by them. All attachments/documentary evidences shall be enclosed in order of 'Proposal Submission Form' enclosed as **Annexures A to F**.

IB.3. PRE-REQUISITES FOR TECHNICAL QUALIFICATION OF FIRMS

Following are the pre-requisites for firms / bidders intending to submit proposal. Absence of any of the following shall disqualify the proposal for consideration.

- 3.1 The Service Provider Company must have minimum 03-years relevant work experience.
- 3.2 The firm must have the experience of providing similar services. Similar services mean maintenance / upkeep / New construction/ Rehabilitation/ Improvement of Civil / Horticulture infrastructure.
- 3.3 The Service Provider must have valid registration with Pakistan Engineering Council (PEC) of minimum C-5 category.
- 3.4 Certificate of incorporation /Memorandum & Article of Association or Partnership Deed / Sole Proprietorship etc.
- 3.5 The firms must be registered with Employee Old- Age Benefit Institution (EOBI).
- 3.6 The firm must provide audited financial Statement certified by chartered accounting firm for the last three (03) years.
- 3.7 The firm must provide bank's certificate and bank account statement of company, certifying the availability of credit as specified in the technical qualification criteria.
- 3.8 The firm must furnish undertaking (fresh) on non-judicial stamp paper of Rs. 200 to the effect that the firm has not been blacklisted by any Government, Semi Government and Autonomous Body.

- 3.9 The firm must furnish Confirmation/undertaking that they can provide to PAA all such information, data documentation, accounting records etc. pertaining to their operations / works etc. within Seven (07) days of request for the same and that the information supplied is true and correct.
- 3.10 The firm must give an undertaking on non-judicial stamp paper of Rs. 200 that it will pay all applicable regulatory dues, taxes etc. and would abide by the minimum wage rate determined by the federal/provincial government.
- 3.11 The bidder must disclose if he is in litigation with any of its clients.

IB.4. COST OF BIDDING

- 4.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Client shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

BIDDING DOCUMENTS

IB.5. CONTENTS OF BIDDING DOCUMENTS

- 5.1 The Bidding Documents (Proposal and Contract Form) are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause IB.6.

- | | | |
|-----|--|----------------------------|
| (a) | Instructions to Bidders (IB) | |
| (b) | Form of Bid / Letter of Offer | (Appendix "A" to IB) |
| (c) | Evaluation Criteria | |
| (d) | Form of Contract | (Appendix "C" to IB) |
| (e) | Addendum (if any) pursuant to IB-6 | |
| (f) | Forms "A" to "F" | (Appendix "D" to IB) |
| (g) | Conditions of Contract (CoC) | |
| (h) | Schedule of civil works/facilities/areas | (Ref: Schedule "A" to CoC) |
| (i) | Service Standards/ KPIs | (Ref: Schedule "B" to CoC) |
| (j) | Resource Commitment and function | (Ref: Schedule "C" to CoC) |
| (k) | Schedule of Prices | (Ref: Schedule "D" to CoC) |
| (l) | Form of Integrity Pact | (Ref: Schedule "E" to CoC) |
| (m) | Form of Performance Security | (Ref: Schedule "F" to CoC) |
| (n) | HSE MNL-002-MSXX.2.0 | (Ref: Schedule "G" to CoC) |

- 5.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission shall be at the bidders own risk. Bids; which are not substantially responsive to the requirements of the Bidding Documents shall be rejected.

IB.6. AMENDMENT OF BIDDING DOCUMENTS

- 6.1. At any time prior to the deadline for submission of bids, the Client may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2. Any addendum thus issued shall be part of the Bidding Documents pursuant to Clause IB.5.1(n) hereof, and shall be communicated in writing to all purchasers of the Bidding Documents.

6.3. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client may at its discretion extend the deadline for submission of bids in accordance with Clause IB.17.

PREPARATION OF BIDS

IB.7. LANGUAGE OF BID

7.1. The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Client 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.

IB.8. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following:

8.1 Technical Proposal Documents (Appendix A-R)

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

- 8.1.1. Copy of the RFP document duly signed by the authorized signatory on every page along with Proposal Submission Form (Form-A) as **Appendix-A**.
- 8.1.2. The undertaking for acceptance of terms and conditions of RFP. (Form B) as **Appendix -B**.
- 8.1.3. Name, Valid address(s), phone(s) and/or fax, and e-mail address along with postal and telephonic address of head office and branch offices (as applicable) (Form-C) as **Appendix -C**.
- 8.1.4. List of Similar assignments completed and in hand along with number of resources deployed, contact person, duration of services for each client separately (Form-D) as **Appendix -D**.
- 8.1.5. EOBI Contribution form (Form-E) as **Appendix -E**.
- 8.1.6. A brief description of the Firm's Key personnel (Professional, Management & Clerical) qualification & experience (Form-F) as **Appendix -F**.
- 8.1.7. Along with the documents, appended as "A" through "F"; the following documents shall be part of proposal evaluation checklist as per the order mentioned below.

Sr.#	Bid Evaluation Parameters:	Remarks / Supporting Documents
01	Pakistan Engineering Council Registration	Attach certificate of registration with the PEC in the relevant service. (Appendix G)
02	Legal Status.	Attach SECP company registration certificate or certificate of registration with Registrar of firms in any Province of Pakistan. (Appendix H)
03	Work experience as Civil & Horticulture works contractor. Must be 03 years or more with at least 02 Clients.	Attach (a) contract/ agreements signed with at least two 02 clients showing the date of agreement(s) (b) Letters/ testimonials of the clients stating number of years served with them.
04	Bidder should have experience of providing similar services, i.e., Maintenance/ Upkeep/ Rehabilitation or New Construction/	(c) Details of projects showing the types of services provided. (Appendix I1 to I3)

06	03-years audited Financial Statement	Attach 03-years' audited Financial Statement. (Appendix K)
07	FBR registration Certificate, Professional tax certificate. (where applicable)	Attach FBR/NTN valid and active tax payer Certificate Attach Professional Tax Certificate. (Appendix L1 to L2)
08	EOBI Registration and payment receipts	Attach valid EOBI Registration Certificate /letter (Appendix M1)
09	Bank statement of Company's Bank Account and Bankers Certificate for Active bank account in Company's Name	Attach (a) Fresh and valid Banker's Certificate for maintaining the Company's Bank Account. (Account Maintenance Certificate) (b) Valid Bank statement for the last six months. (Appendix O1, O2.)
10	Data / information Provision Undertaking	Attach Undertaking on non-judicial stamp paper regarding provision of correct information. (Appendix P)
11	Black List Undertaking	Attach an Undertaking on non-judicial stamp paper. (Appendix Q)
12	Minimum Wage/ Regulatory dues/ taxes Payment Undertaking	Attach an Undertaking on non-judicial stamp paper. (Appendix R)

Note 1: All the pages of Technical Bid and Financial Bid duly signed and stamped by the authorized signatory.

Note 2: The Appendixes A-R shall be deemed as legal documents and shall be part of the final contract. Bidders are required to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the bids. Unsigned bids shall be treated as incomplete and may be rejected.

Note 3: Non-submission of supporting documents or furnishing forged documents or concealment of facts or submission of false information may lead to disqualification and forfeiture of the bid security of such bidder.

Note 4: All relevant certifications, audit reports, or other documents to be enclosed to support claims made in the Bid must be in relevant Envelopes.

8.2 Financial Proposal (Checklist for submitting the bid)

- 8.2.1. For submission of Financial Proposal, Schedule of Prices (Ref: Schedule "D" to CoC) shall be used, completed in accordance with Clauses IB.10 and IB.11. The breakdown of costs shall be submitted.
- 8.2.2. Bid / Proposal Security furnished in accordance with clause IB.13
- 8.2.3. The companies not providing the breakdown of impact of mandatory regulatory payments or quoting prices less than applicable minimum wages, EOBI, applicable taxes etc. and/or not mentioning the breakdown of provisions (Tools and plants, uniforms etc.) may be disqualified. The miscalculation or misleading presentation of financials including the contribution deductions may lead to disqualification. Such bid may be treated as invalid.

IB.9. FORM OF BID AND SCHEDULES

- 9.1. The bidder shall complete, sign and seal the Form of Bid and enclose information as detailed in IB.8.

IB.10. BID PRICES

- 10.1. The bidder shall fill the Schedule of Prices attached to these documents indicating the unit rates and prices of the Services to be performed under the Contract (both in words and figures).
- 10.2. The bidder shall fill rates and prices for all items of the Services described in the Schedule of Prices. Items against which no rate or price is entered by a bidder shall not be paid for by the Client when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.
- 10.3. The cost of bid shall be inclusive of all **applicable** taxes (but excluding the provincial sales tax on services), regulatory payments, duties, Cess as applicable 14 days prior to the date of bid opening subject to **Clause-14.19 of CoC** and all expenses including service charges, etc., the Contract Cost shall be un-conditional and no additional amount would be included in the quoted cost at a later stage.

IB.11. CURRENCIES OF BID

- 11.1. Prices shall be quoted in the Pak. Rupees, only.

IB.12. JOINT VENTURE

- 12.1. In order for a Joint Venture to qualify:
 - (a) All firms/companies comprising the joint venture shall satisfy the mandatory requirements of **Clause IB.3.3 & 3.4**.
 - (b) The cumulative impact / value(s) of experience shall be considered to fulfill the requirements of Evaluation Criteria, any partner must fulfill the financial criteria i.e. annual turnover / credit with respect to its share in the joint venture agreement. However, annual turnover/ credit of lead / partner in-charge shall be considered to fulfill the requirements of evaluation criteria.
 - (c) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Client 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 mentioned under Para (g) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful bidder).
 - (d) The Form of Bid, and in the case of successful bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.
 - (e) One of the joint venture partners shall be nominated as being in-charge (lead partner) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.
 - (f) 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.
 - (g) 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.

- (h) No amendments/modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Client.

IB.13. BID SECURITY

- 13.1. The intending firm has to furnish a bid security / earnest money of amount Rs. **700,000/-** at the time of submission of bids.
- 13.2. Any bid not accompanied by an acceptable Bid Security shall be rejected.
- 13.3. 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 (**Appendix-B to IB**), in favor of "Pakistan Airports Authority" (subject to verification / encashment).
- 13.4. Bid Security of technically disqualified bidders shall be returned upon conclusion of the technical evaluation. Bid Security of technically qualified but unsuccessful bidder shall be released after award of work. However, bid Security of the successful bidder will be returned on furnishing "Performance Bond" (5% of the contract value) as bank guarantee, pursuant to Clause IB.29 and signed Contract Agreement, pursuant to Clause IB.30.
- 13.5. The Bid Security may be forfeited:
- (a) If a bidder is blacklisted by any (Federal or Provincial) Public Procurement Regulatory Authority in Pakistan or the bidder submits any forged document.
 - (b) if a bidder withdraws his bid during the period of bid validity; or
 - (c) 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 IB 23.1; or
 - (d) in the case of a successful bidder, if he fails to:
 - i. furnish the required Performance Security within the stipulated time period, in accordance with Clause IB.29, OR
 - ii. sign the Contract Agreement, in accordance with Clause IB.30.

IB.14. VALIDITY OF BIDS

- 14.1 The Bid shall be valid for **180 days** after the date of bid opening.
- 14.2 In exceptional circumstances prior to expiry of original bid validity period, the Client 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 IB.13 in all respects.

IB.15. FORMAT AND SIGNING OF BID

- 15.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 15.2 All Schedules to Bid are to be properly completed and signed.

- 15.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 15.4 Each bidder shall prepare the documents comprising the bid as described in Clause IB.8.
- 15.5 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.
- 15.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Client, 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.
- 15.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

SUBMISSION OF BIDS

IB.16. SEALING AND MARKING OF BIDS

- 16.1 The bidders are required to submit their proposals in a single package, containing two separate sealed envelopes clearly marked as "Technical Proposal" and "Financial Proposal" addressed to the client.
- 16.2 The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the bidder, name of the assignment, and be clearly marked **"Do Not Open, Except in Presence of the Official Appointed, Before date and time of opening"** as indicated in the tender notice. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.
- 16.3 The "ORIGINAL" and each "COPY" of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked **"Technical Proposal"**. Similarly, the "ORIGINAL" and each "COPY" of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked **"Financial Proposal"**.
- 16.4 The envelope containing the technical proposal shall include all relevant documentary proofs/ certificates as mentioned in this RFP document along with Financial instrument for payment of Proposal Security.
- 16.5 The envelope containing "Financial Proposal" shall include Financial Bid (**Ref: Schedule "D" to CoC**).

IB.17. DEADLINE FOR SUBMISSION OF BIDS

- 17.1 The proposals shall be submitted by hand or through courier service to prescribed PAA Office before deadline (*as mentioned in "Tender Notice"*). In case of holiday/off day on the date of opening, the tender shall be opened on next working day at the same time and place.

- 17.2 Bids with charges payable shall not be accepted, nor shall arrangements be undertaken to collect the bids from any delivery point other than that specified. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims for refund of each expense will be entertained.
- 17.3 Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- 17.4 Upon request, acknowledgment of receipt of bids shall be provided to those making delivery in person or by messenger.
- 17.5 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 17.6 The Client may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause IB.6, in which case all rights and obligations of the Client and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

IB.18. LATE BIDS

- 18.1 Any bid received by the Client after the deadline for submission of bids prescribed in Clause IB.17 shall be returned unopened to such bidder.
- 18.2 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 bid shall be accomplished either in person, by messenger or by mail.

BID OPENING AND EVALUATION

IB.19. BID OPENING

- 19.1 The Client shall open the outer envelopes/cartons as soon as possible after the deadline for submission, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in tender notice. The bidders' representatives who are present shall sign in a register evidencing their attendance.
- 19.2 The Client shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

IB.20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of Bids the Client may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.2 No negotiations with the bidder having been evaluated as most advantageous or any other bidder shall be permitted. However, the Client may have clarification meeting (s) to clarify any item(s) in the bid evaluation report.

IB.21. EVALUATION CRITERIA

21.1. The criteria for technical assessment the responsiveness of bids is as described below;

Criteria	Description	Max. Marks
Experience	Maintenance / upkeep / of existing Civil Infrastructure/ Horticulture: - 20 marks shall be awarded for 02 years of experience. Nil marks for less than 02 years' experience. - For each additional year of experience, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional years of experience). OR The firm has executed Civil Works projects with value not less than 05 million in the last 05 years. - 20 marks shall be awarded if firm has executed 02 projects of above value. Nil marks for less than 02 projects. - For each additional project of above value, (10) Marks shall be awarded (Maximum 20 marks can be awarded for additional projects). Note 1: Copy of contract(s) to be attached for substantiation. Note 2: Copy of Work Orders depicting project cost & their Satisfactory Work Completion certificates to be attached for substantiation.	40
Personnel Capability	- *BE (Civil) Engineer registered with PEC = 10 Marks (maximum marks allowed: 10) - **Each DAE (Civil) having experience 02 years or above = 5 Marks (maximum marks allowed: 10) Note: *CVs of BE (Civil) Engineers with PEC Registration Certificate and proof of current employment with company shall be attached **CVs of DAE (Civil) with DAE Certificates and proof of current employment with company shall be attached	20
Average Annual Turnover (M = Million)	The Service Provider will be given marks against the average turnover (Rs. Million) during last three (3) financial year as per the following criteria; Greater than Rs.5 M & less than Rs 7.5 M=10 Marks Greater than Rs.7.5 M & less than Rs.10 M=15 Marks Greater than Rs.10 M =20 Marks Note: Nil marks will be awarded for average annual turnover of less than Rs. 5 Million.	20
Average Bank Balance (M = Million)	The bidder shall be awarded 10 base marks if the available credit balance in bank is Rs. 1 Million. For each additional Rs 0.1 Million available credit line, 01 marks shall be awarded. (Max. 10 marks) Full marks (20) shall be awarded for available credit line from bank greater than or equal to Rs. 2 Million.	20

	Note 1: Attested copy of certificate from bank certifying the available credit line shall be required for substantiation. OR The Minimum Monthly Average Credit Balance in the Company's Bank Account should be Rs. 0.5 Million for the last (six) 6 Months, for which the bidder will be awarded 10 base marks. <i>For each additional Rs.0.1 M, the Company will be awarded 02 Mark (Maximum 10 Marks).</i> Full marks (20) shall be awarded for average monthly credit balance greater than 1 Million, and Nil marks for average monthly credit balance less than 0.5 Million. (For the last 6 months) Note 2: The bank statements provided by the bidder shall be used to calculate the average bank balance.	
	GRAND TOTAL	100

Note 1: The minimum qualifying score required by the service provider for being eligible for financial bid opening is **65 percent** marks. The company must attain at least 50% marks in each of above categories to qualify for further scrutiny and opening of financial bids.

Note 2: The financial bid envelopes will be returned un-opened to the firms not qualifying technical bids or found to be defaulters of PAA or blacklisted by PEC/ PPRA.

Note3: In case of submission of false / tampered supporting documents, the bidder / company shall stand disqualified and their bid security may be forfeited.

Note4: Self-assessment of any company on the above criteria is not to be entertained as official record. Please leave the space blank as it does not entitle for marks, which will be assigned strictly based on the criteria mentioned above.

21.2. Financial proposal evaluation criteria shall be based on **least cost method**. The ranking will be done based on financial proposal; the lowest technically qualified bid may be awarded the contract.

IB.22. TECHNICAL EVALUATION

22.1 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the requirement inked in the RFP document and applying the evaluation criteria as per IB.21.1. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score as per IB.21.1.

22.2 Client may at its absolute discretion, exclude or reject any bid that in the reasonable opinion of Client contains any false or misleading claims or statements. Client has no liability to any person for excluding or rejecting any such bid at though an explanation statement will be provided to the rejected bidder.

IB.23. FINANCIAL EVALUATION

23.1 Following completion of the evaluation of Technical Proposals, the Client shall notify all bidders who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial

Proposals. The notification shall also advise those bidders whose Technical Proposals did not meet the minimum qualifying mark, or which were considered nonresponsive, that their Financial Proposals will be returned unopened after the Client has completed the Technical Evaluation.

23.2 Financial Proposals shall be opened publicly in the presence of those bidders' representatives who choose to attend at the date, time and location stated in the notice issued pursuant to IB.23.1. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those bidders who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Total Bid Price of the bidder, as stated in the Financial Proposal shall be read out aloud and recorded.

23.3 The Evaluation Committee will correct any computational errors or discrepancies in the bid as follows: -

- (a) Where there is a discrepancy between amount in figures and words, the amount in words will prevail.
- (b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted shall govern.
- (c) Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

23.4 The bidder with Lowest Total Bid Price as quoted on "Schedule of Prices" (Ref: Schedule "D" to CoC) shall be considered as Successful Bidder.

IB.24. CONFIDENTIALITY

24.1 Subject to Clause IB.20, no bidder shall contact Client 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 Client.

24.2 Any effort by a Bidder to influence Client in the bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of its bid.

AWARD OF CONTRACT

IB.25. AWARD CRITERIA

25.1 Subject to Clause IB.27, the Client shall award the Contract to the successful bidder in accordance to clause IB.23, provided that such Bidder has been determined to be qualified in accordance with the provisions of clause IB.22.

IB.26. CLIENT'S RIGHT TO VARY QUANTITIES

—deleted—

IB.27. CLIENT'S RIGHT TO REJECT ALL BIDS

27.1 The Client 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. The client shall upon request communicate the grounds for its rejection of all bids but is not required to justify these grounds. The client shall incur no liability in this regard.

IB.28. NOTIFICATION OF AWARD

- 28.1 Prior to expiration of the period of bid validity prescribed in the RFP document, the Client shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall name the Contract Period, Monthly R&M Cost, Annual Cost and Contract Price as quoted in "Schedule of Prices" (**Ref: Schedule "D" to CoC**), which the Client shall pay to the Contractor in consideration of the execution and completion of the Services by the Contractor as prescribed by the Contract.
- 28.2 The Letter of Acceptance and its acknowledgement by the bidder shall constitute the formation of the Contract, binding the Client and the Bidder till signing of the formal Contract.

IB.29. PERFORMANCE SECURITY

- 29.1 The successful bidder shall, within (14) days after receipt of Letter of Acceptance, furnish to the Client a Performance Security of an amount equal to **05%** of the "Contract Price" (**Ref: Schedule "D" to CoC**) in the form of Bank draft / Pay order / Bank Guarantee from any Schedule Bank of Pakistan as per list of approved banks (**Appendix-B to IB**), in favor of "**Pakistan Airports Authority**".
- 29.2 Failure of the successful bidder to comply with the requirements of Clause IB.29.1 or Clause IB.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.30. SIGNING OF CONTRACT

- 30.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Client shall send to the successful bidder the Form of Contract provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Client. The cost of execution of the Contract (on non-judicial stamp paper) is to be borne by the Successful Bidder.
- 30.2 The formal Contract between the Client and the successful bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful bidder from the Client.
- 30.3 The following documents shall be deemed to form and be read and construed as part of the Contract Agreement: -
- | | |
|---|----------------------------|
| (a) Letter of Acceptance | |
| (b) Completed Form of Bid/ Letter of Offer | (Appendix "A" to IB) |
| (c) Form of Contract | (Appendix "C" to IB) |
| (d) Forms "A" to "F" | (Appendix "D" to IB) |
| (e) Instructions to Bidders (IB) | |
| (f) Conditions of Contract (CoC) | |
| (g) Addendum (if any) pursuant to IB-6 | |
| (h) Schedule of Civil Works/ Facilities / Areas | (Ref: Schedule "A" to CoC) |
| (i) Service Standards/ KPIs | (Ref: Schedule "B" to CoC) |
| (j) Resource Commitment and Functions | (Ref: Schedule "C" to CoC) |
| (k) Schedule of Prices | (Ref: Schedule "D" to CoC) |
| (l) Integrity Pact | (Ref: Schedule "E" to CoC) |
| (m) Performance Security | (Ref: Schedule "F" to CoC) |
| (n) HSE MNL-002-MSXX.2.0 | (Ref: Schedule "G" to CoC) |

ADDITIONAL INSTRUCTIONS

IB.31. INSTRUCTIONS NOT PART OF CONTRACT

- 31.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.32. SUFFICIENCY OF BID

- 32.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the "Schedule of Prices" (**Ref: Schedule "D" to CoC**). Except in so far as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the proper execution of the Services.

IB.33. ONE BID PER BIDDER

- 33.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall be disqualified and bids submitted by him shall not be considered for evaluation and award.

IB.34. LOCAL CONDITIONS

- 34.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Client shall assist the Bidder wherever practicable and possible.

IB.35. INTEGRITY PACT

- 35.1 The Bidder shall sign and stamp the Integrity Pact (**Ref: Schedule "E" to CoC**) for all Federal Government procurement contracts exceeding Rupees ten (10) million.

SIGNATURE/ STAMP OF TENDERER



FORM OF BID / LETTER OF OFFER

Bid Reference No. _____

"Service Level Agreement (SLA) for Repair & Maintenance Services of Civil & Horticulture Works at Gilgit Airport"

To: _____

Dear Sir / Madam,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Schedules and Addenda Nos. _____ for the execution of the above-named Services, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of _____
_____ hereby offer to execute and complete such Services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the cost mentioned in **"Schedule of Prices" (Ref: Schedule "D" to CoC)**.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. _____ (**in accordance with IB.13**), drawn in your favor or made payable to you and valid for a period of (28) days beyond the period of validity of Bid (**in accordance with IB.14**).
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We undertake, if our Bid is accepted, to execute the Performance Security (**in accordance with IB.29 of Instructions to Bidders and Section-12 of Conditions of Contract**) for the due performance of the Contract.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder making a Bid for the Services.
8. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Client. (Not Applicable in case of Bid from a single firm).

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____
_____ duly authorized to sign bids for and on behalf of _____

(Name of Bidder in Block Capitals)

Address _____

Witness:
(Signature) _____

(Name) _____

Address: _____

Occupation _____



LIST OF APPROVED BANKS

S.#	PUBLIC BANKS	SECTOR	S. #	PRIVATE SECTOR BANKS	S. #	ISLAMIC BANKS
1	National Bank of Pakistan		4	Allied Bank Limited	17	Al- Baraka Bank(Pakistan) Limited
2	Sindh Bank Limited		5	Askari Bank Limited	18	Bank Islamic Pakistan Limited
3	The Bank Of Punjab		6	Bank Al-Habib	19	Dubai Islamic Bank (Pakistan) Limited
			7	Faysal Bank Limited	20	Meezan Bank Limited
			8	Habib Bank Limited		
			9	Habib Metropolitan Bank Limited		
			10	JS Bank Limited		
			11	MCB Bank Limited		
			12	Samba Bank Limited		
			13	Soneri Bank Limited		
			14	Standard chartered Bank (Pakistan) Limited		
			15	United Bank Limited		
			16	Industrial and Commercial Bank of China Limited		



Form of Contract (Appendix-C to IB)

“Service Level Agreement (SLA) for Repair & Maintenance Services of Civil & Horticulture Works at Gilgit Airport”

This Contract is made at _____ on this _____ day of _____ 20_____.

BY AND BETWEEN

Pakistan Airports Authority (PAA) established under the Pakistan Airports Authority Act, 2023, having its Headquarters at Terminal-I, Jinnah International Airport Karachi, represented by **Chief Operating Officer / Airport Manager, Gilgit Airport** hereinafter called / referred to as “**Client**” (which term/expression, wherever the context so required, shall mean officers/ executive/ persons nominated/ authorized/ assigned/ deputed by it and shall include its successors-in-interest, authorized representatives, permitted assigns, the Airport Manager Gilgit Airport, administrators as the case may be) of **The First Part**.

AND

_____ a firm/ company incorporated under the laws of Pakistan and having its registered office at _____

represented by _____ as its duly authorized representative in this respect, hereinafter called/ referred to as “**The Service Provider**” (which term/expression, wherever the context so required, shall mean officers/ executive/ persons nominated/ authorized/ assigned/ deputed by it and shall include its successors-in-interest, authorized representatives, permitted assigns and trustees in bankruptcy) of **The Second Part**.

WHEREAS the Client is desirous of awarding Contract for subject services at Gilgit Airport, Gilgit to the Service Provider for which purpose, the client followed “**Open Competitive Bidding**” procedure in the manner as provided in Public Procurement Rules;

AND WHEREAS the Service Provider submitted its Proposal in response to the Client’s Request for Proposal (RFP) Documents and the Proposal of the Service Provider has been accepted by the client, where after, the client has offered to the Service Provider to perform the services as per this Contract.

AND WHEREAS the Service Provider has agreed to offer its services for the performance herein having represented to the Client that they have the required professional skills and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract, subject to payment of services cost as mentioned in the “**Schedule of Prices**” (ref: **Schedule “D” to CoC**) as per the requirements of the Proposal and the Contract to the full satisfaction of the Client.

NOW THEREFORE this agreement is reached between the parties on the terms and conditions as mentioned hereunder:-

The following documents shall be deemed to form and be read and construed as part of this Contract:-

1. Form of Contract
2. Letter of Acceptance
3. Letter of Offer

(Annex “A” to IB)





4. Instructions to Bidders
5. Conditions of Contract (CoC)
6. Addendum (if any) pursuant to IB-6
7. Schedule of Equipment (Ref: Schedule "A" to CoC)
8. Service Standards / KPIs (Ref: Schedule "B" to CoC)
9. Resource Commitment (Ref: Schedule "C" to CoC)
10. Schedule of Prices (Ref: Schedule "D" to CoC)
11. Integrity Pact (Ref: Schedule "E" to CoC)
12. Performance Security (Ref: Schedule "F" to CoC)
13. HSE MNL-002-MSXX.2.0 (Ref: Schedule "G" to CoC)

In case of any conflict, the decision of Director General PAA shall be final, conclusive and binding.

IN WITNESS WHEREOF, the Parties here to have caused this Contract Agreement to be signed in their respective names as of the day and year first above written.

In witness whereof this agreement is signed between the parties, this the _____ day of _____ 20____ at _____.

For and on behalf of Client:

Name: _____

Designation: _____

Signature: _____
[Seal]

Witness-1: _____

Signed by: _____

CNIC #: _____

Witness-2: _____

Signed by: _____

CNIC #: _____

For and on behalf of Service Provider:

Name: _____

Designation: _____

Signature: _____
[Seal]

Witness-1: _____

Signed by: _____

CNIC #: _____

Witness-2: _____

Signed by: _____

CNIC #: _____



APPENDIX "D" to IB
FORM-A

Proposal Submission Form (on Company's letter-head)

Airport Manager Gilgit Airport,
Pakistan Airports Authority,

Dear Sir,

SUBMISSION OF PROPOSAL FOR CIVIL & HORTICULTURE R/M SERVICES AT GILGIT AIRPORT

In response to your advertisement dated, _____ 2024 regarding provision of Civil & Horticulture R/M services, we M/s _____ having office(s) at _____ submit our Proposal for provision of these services at Gilgit Airport. We have enclosed all documents as required in RFPD including Annexure, Forms etc.

We understand that PAA is not bound to accept our proposal and has the right to reject our proposal without assigning any reason or delist us at any stage subsequently due to the reasons mentioned in RFPD.

We further understand that submission of this proposal for providing of Civil & Horticulture R/M services does not entitle us award of any Contract by PAA.

Dated: - 2024

Signature _____

Name _____

Name of Firm _____

APPENDIX "D" to IB

FORM-B

UNDERTAKING

I _____, on behalf of (Company) _____

----- Hereby undertake that;

- I have read the RFPD and its allied documents (annexure, forms etc.) and agree to the terms and conditions
- Should the tender of my company be accepted, I undertake to execute the prescribed contract agreement with PAA authorized representative within 28 days of the receipt of award of contract letter, failing which the earnest money shall be forfeited by PAA.
- PAA reserves the right to reject the bids, without assigning any reason and the same will not be contested.
- The conditions of this tender shall be binding on me in case of award of contract agreement.
- The bid submitted by my company contains correct information and is based upon the terms and conditions of this RFPD.
- False or incorrect information / particulars produced in the tender document(s) may result in cancellation of agreement as the case may be.
- I will submit the requisite details, documents within ten days if so required by PAA for evaluation of my bid.

Dated: 2024

Signatures _____

Name _____

Stamp _____

**APPENDIX "D" to IB
FORM –C****GENERAL INFORMATION** (on Company's letter-head)

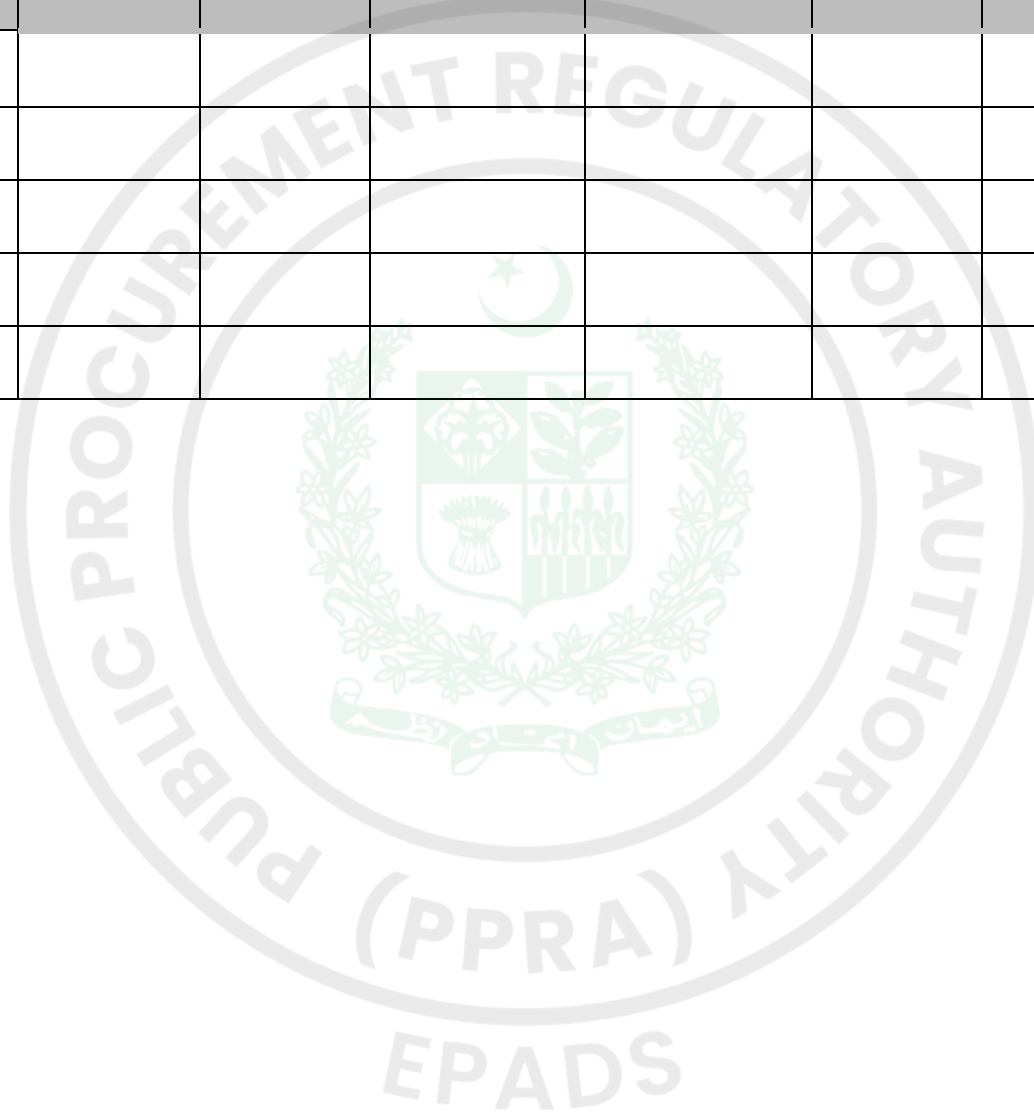
<u>COMPANY PROFILE</u>	
ITEM	
COMPANY PROFILE:	
NAME	
ADDRESS (HEAD OFFICE) OFFICE IN GILGIT	
KEY PERSON (S) AUTHORIZED PERSON (S)	
CONTACT NO.	
MOBILE NO.	
FAX	
EMAIL	
ANY OTHER INFORMATION	



**APPENDIX "D" to IB
FORM-D (Template)**

LIST OF SIMILAR ASSIGNMENTS
(on Company's letter-head)

Sr No.	Project Description	Name of Client	Contact Person with Tele No.	Location where Services Provided	No. of Resource Deployed	Duration of services rendered



APPENDIX "D" to IB
FORM-E (Template)

SUMMARY OF THE EOBI CONTRIBUTION

FY 2023-2024	EOBI	FY 2022-2023	EOBI	FY 2021-2022	EOBI	FY 2020-2021	EOBI	FY 2019-2020	EOBI
July – 2023		July - 2022		July - 2021		July - 2020		July- 2019	
Aug – 2023		Aug - 2022		Aug - 2021		Aug - 2020		Aug-2019	
Sep – 2023		Sep - 2022		Sep - 2021		Sep - 2020		Sep- 2019	
Oct – 2023		Oct - 2022		Oct - 2021		Oct - 2020		Oct - 2019	
Nov – 2023		Nov - 2022		Nov - 2021		Nov - 2020		Nov - 2019	
Dec – 2023		Dec - 2022		Dec - 2021		Dec - 2020		Dec - 2019	
Jan – 2024		Jan - 2023		Jan - 2022		Jan - 2021		Jan - 2020	
Feb – 2024		Feb - 2023		Feb - 2022		Feb - 2021		Feb - 2020	
Mar – 2024		Mar - 2023		Mar- 2022		Mar - 2021		Mar - 2020	
Apr – 2024		Apr - 2023		Apr - 2022		Apr - 2021		Apr - 2020	
May – 2024		May - 2023		May - 2022		May - 2021		May - 2020	
Jun - 2024		Jun - 2023		Jun - 2022		Jun - 2021		Jun - 2020	
Total		Total		Total		Total		Total	

APPENDIX "D" to IB
FORM-F (Template)

DETAIL OF PERMANENT STAFF (Managerial & Clerical)
(On Company's letter-head)

Sr. No.	Name	Age	Years of Experience	Qualification	Designation	Contact No.



PAKISTAN AIRPORTS AUTHORITY

(REQUEST FOR PROPOSAL)

(Conditions of Contract)

SERVICE LEVEL AGREEMENT (SLA)

For

**REPAIR & MAINTENANCE OF CIVIL & HORTICULTURE WORKS
AT GILGIT AIRPORT**



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1. DEFINITIONS AND INTERPRETATIONS

In the Contract, the following words and expressions shall, unless repugnant to the context have the meaning, hereinafter respectively assigned to them:

- 1.1. **“APM”** means Airport Manager
- 1.2. **“Airside”** means Air craft movement area up-to security fence.
- 1.3. **“ASF”** means Airports Security Force
- 1.4. **“Bidders”** mean firms submitting the Technical and Financial Proposals
- 1.5. **“Conditions”** means the terms and conditions.
- 1.6. **“Client”** means Pakistan Airports Authority
- 1.7. **“Commencement Date”** is the latest date when the Service Provider shall commence the Services after receiving Letter of Commencement from the Client. This shall be specified in the Work Order.
- 1.8. **“COO”** means Chief Operating Officer
- 1.9. **“Consumables”** are such items which need to be periodically used in order for a non-consumable component/device/equipment to perform its intended function. Consumables are used up/ discarded (and not returned).
- 1.10. **“Confidential Information”** means all information including copies, any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value.
- 1.1. **“Day”** means a calendar day.
- 1.11. **“Documents”** means all documents (including any part of the Contract documents, conditions of the Contract, Schedule of Equipment, Resource Commitment, Key Performance Indicators, Schedule of Prices, Addenda (if any) or Confidential Information supplied by the Client to the Service Provider.
- 1.12. **“Exigency Event”** means any event of emergency, need etc. requiring additional inputs/ efforts to handle the pressure or tackle the situation.
- 1.13. **“Force Majeure”** is a provision that frees both parties from obligation if an extraordinary event directly prevents one or both parties from performing.
- 1.14. **“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.
- 1.15. **“Land side”** means airport premises other than airside.
- 1.16. **“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 the client.
- 1.17. **“Materials”** means things of all kinds (other than plants & Service Provider’s Equipment) to be supplied by PAA.
- 1.18. **“OIC”** means the person notified by the Client to act as the officer in-charge for ensuring uninterrupted, continuous and efficient provision of Contractual services.
- 1.19. **“PAA”** means the Pakistan Airports Authority.
- 1.20. **“PPE”** means Personal Protective Equipment.
- 1.21. **“Premises”** means the buildings, areas or places where Services are to be provided under this Contract.

- 1.22. "R/M" Repair/ Maintenance.
- 1.23. "Services" means repair and Maintenance (O & M) works for the facilities / function specified in this Contract at Gilgit Airport, Gilgit.
- 1.24. "Service Provider's Equipment" is the Service Provider's machinery, apparatus, tool and plant brought to the buildings/ premises/ site for use during execution of Services under this Contract.
- 1.25. "Service Provider's Employee" means the staff of the Service Provider.
- 1.26. "The Contract" means this Service Level Agreement for rendering services, which comprises all the documents listed in this Contract and any variation to such documents in writing.
- 1.27. "Term" means the time period of validity of Contract.
- 1.28. "The Service Provider" means the O&M Contractor to whom; the Contract for provision of Operation & Maintenance Services is awarded.
- 1.29. "T&P" means Tools & Plants.
- 1.30. "Work Order" is the written order issued by the Client to the Service Provider.

2. SCOPE OF SERVICES

- 2.1. The conditions defined under this Contract shall be applicable to the "Repair & Maintenance of Civil & Horticulture Works at Gilgit Airport" as defined in Schedule of Civil works and facilities (Ref: Schedule "A" to CoC).
- 2.2. The Service Provider shall be responsible for efficient services in all areas under the scope.
- 2.3. The standard of services shall be in adherence to the best industrial practices in this field and ideas should be taken from the world's renowned airports and other sources of dissemination to make Gilgit Airport exemplary with respect to Civil Works and horticulture upkeep.
- 2.4. The Service Provider shall perform their duties as per best practices, PAA rules / regulations, PAA technical orders and instructions issued by PAA representatives from time to time.
- 2.5. As and when required in writing by PAA, the Service Provider shall increase the number of personnel with a corresponding decrease in personnel of different trade as may be determined by PAA in its sole discretion, such that the financial impact mentioned in Schedule C to COC remains the same.
- 2.6. Authorized representative(s) of the Service Provider shall remain available at designated place(s) at the above said location round the clock, or as decided by PAA.
- 2.7. Authorized representatives & labourers of service provider must be in close contact, all the time, with COO/ APM GILGIT AIRPORT/OIC Civil and his representatives. For the said purpose the service provider must provide the manpower with cell phones.
- 2.8. Service Provider will seek prior approval of PAA to carry out any material activity relating to Civil & Horticulture Works.
- 2.9. The provision of material not covered in this Contract will be the responsibility of PAA. Collection of the materials from PAA stores to site of work will be the responsibility of the Service Provider.
- 2.10. Services Provider will be responsible for payment of wages as mentioned in Schedule C to COC, or the wages notified by the government, whichever is greater, to its employees deputed for Civil Works/ Horticulture, along with all applicable taxes, duties, uniforms, insurances etc.
- 2.11. Provision, availability and effectiveness of all Tools, Plants, Machinery & Vehicles for R/M works will be the responsibility of the Service Provider (Ref: Schedule "C" to CoC) but not limited to it.
- 2.12. The Service Provider shall utilize equipment and tools with due care and diligence and will arrange Fuel & R/M (where required) of the same at their own cost. In case of malfunctioning replacement will be arranged by the Service Provider at their own cost.
- 2.13. The standard consumables i.e. hexa blade, blades, iron bits, concrete bits, steel wire brush, brush, iron brush, iron disc, all type of cutting disc, (tile, wood, concrete, metal and etc.), masking tape, Teflon tape, warning tape, kerosene / petrol (for dewatering / minor application) Hilti, bits, duster,

brooms, wipers, emery paper, bags, PVC hose, tool kits, first aid kit, nails, screws, silicone sealant etc. required for maintenance shall be arranged by the Service provider. The cost of standard consumables are deemed to be covered in Contract Cost.

- 2.14. Background check and obtaining security clearance of all the personnel, machinery and tools deployed by the Service Provider at the airport will be the sole responsibility of Service Provider. No extra claim shall be entertained by PAA in this regard.
- 2.15. The medical coverage, insurance etc. of the manpower in all circumstances will be the responsibility of the service provider.
- 2.16. The Service Provider would ensure economical consumption of materials and consumables.
- 2.17. The Service provider may be allowed to use certain PAA's equipment, tools and machinery, if required, on the sole discretion of PAA.
- 2.18. The Service Provider shall be responsible for efficient upkeep and maintenance of all areas as defined in **Schedule "A" to CoC**.

3. DESCRIPTION OF SERVICES

3.1. Service Standards / Key Performance Indicators (KPIs)

- 3.1.1. Any facility / infrastructure and work (Civil & Horticulture) directly connected with flight operation and safety, passenger facilitation and safety or notified in writing by COO/ APM GILGIT AIRPORT/OIC Civil shall be considered as Critical work / service/ infrastructure.
- 3.1.2. All other facilities / infrastructure and work (Civil & Horticulture) shall be treated as **General** work / service / infrastructure.
- 3.1.3. Description of services and details of areas generally include the following but not limited to (Ref: **Schedule "A" to CoC for detailed description of services and nature of R/M works for Civil & Horticulture works**);
 - Passenger Terminal Building (PTB)
 - Airside and allied facilities
 - Landside and allied facilities.
- 3.1.4. The un-serviceability of above mentioned General and critical area / facilities against any complaint / report shall be subject to deductions as specified in **clause 06 and 07 of CoC**. The fines / penalties and LDs shall be decided by COO/ APM GILGIT AIRPORT/OIC Civil based on level of un-serviceability.

3.2. Human Resource

- 3.2.1. The Service Provider shall provide skilled / semiskilled manpower to satisfactorily discharge its obligations under this Contract, as mentioned in "Resource Commitment" (**Ref: Schedule "C" to CoC**).
- 3.2.2. The Service Provider shall submit credentials of the human resources to be deployed within fifteen (15) working days after notification for Award of Contract. The Service Provider shall immediately intimate the Client regarding updating in credentials of the human resource as and when any change in the same occurs.
- 3.2.3. The Service Provider may deploy additional resources to meet operation services standards and/or contractual requirements without any additional cost to the Client.
- 3.2.4. Staff deployed for the assignment must be experienced and trained in their respective areas and able to perform services to the entire satisfaction of the Client.

3.3. Operational Services (OS)

- 3.3.1. The Service Provider shall be responsible to ensure 24/7 smooth, uninterrupted and safe operations and maintenance of the civil works / functions as defined in "Scope of Services" (**Ref: Section-2 of CoC**).

- 3.3.2. The Service provider shall ensure deployment of skilled professionals/manpower for immediate response/activities in case of emergency and avoiding potential damage(s) to human life, equipment and infrastructure.
- 3.3.3. The Service Provider shall perform R&M management services as per Client recommendations/ airport applicable standards/ Operational requirements/ PAA regulations/SOPs/Aerodrome manual / maintenance manual etc.

3.4. **Preventive Maintenance Services (PMS)**

- 3.4.1. The Service Provider shall be responsible to perform preventive maintenance services for all infrastructure for civil works.
- 3.4.2. The Service Provider shall perform the following services (as applicable) under Preventive Maintenance scope;
 - 3.4.2.1. Daily Inspection Services [Public and Passenger Toilets blocks (plumbing, sanitary and carpentry items etc.)]
 - 3.4.2.2. Monthly Inspection Services [PTB roof and its storm water drains, Runway, Taxiways and Apron (markings & surface), airside boundary fence, perimeter road (marking, surface and shoulder etc.), sewerage system and its cleaning]
 - 3.4.2.3. Quarterly Maintenance Services [expansion joints (buildings) entry gates and sheds, Fair weather strips, storm water drains etc.]
 - 3.4.2.4. Annual Maintenance Services [Buildings exterior paints, parking shed, landside roads and walkways, check posts Cargo, water works (Overhead water tanks and underground reservoirs) etc.]. The first inspection will be done at the start of contract.
 - 3.4.2.5. Calibration / Testing / Analysis of Services
- 3.4.3. The Service Provider shall properly record all performed services and planned closure of facility (if any) with reasonable details.
- 3.4.4. The Service Provider shall render preventive maintenance services as per international practices/ standards / airport applicable standards/ Operational requirements/ PAA regulations / Aerodrome manual / maintenance manual/ engineering practices.
- 3.4.5. The Service Provider shall ensure arrangement, management, utilization of standard/special tools (calibrated as applicable) and equipment/ machinery, all type welding T&P with gas cylinders (for arc welding) and blow lamp with cylinders, instruments [Ref: Schedule "C" of CoC (2)] and as per instructions of In-charge.
- 3.4.6. The space for stock maintenance/ workshop shall be provided by the Client upon written request from the service provider. The allotted space shall be charged as per prevailing rates.
- 3.4.7. The Service Provider shall also be responsible to arrange necessary technical support from market (as and when required) for Preventive Maintenance; without any additional cost to the Client.

3.5. **Corrective Maintenance Services (CMS)**

- 3.5.1. The Service Provider shall be responsible to perform corrective maintenance services for all civil works function, facilities and infrastructure against unserviceability complaints / reports received via telecom, unserviceability report, inspection report, inspection visits and/or verbal instructions of COO/ APM Gilgit Airport/ In-charge Civil.
- 3.5.2. In case of any operational emergency situation following priority order for job preference should be followed or as per direction of COO/ APM Gilgit Airport / In-charge Civil regarding priority setting for rectification of operational unserviceability: -
- 3.5.3. Aircraft safety related jobs.
- 3.5.4. Safety & Security related jobs.
- 3.5.5. Water supply / sewerage.

3.5.6. Passenger Facilitation.

3.6. Complaints Management Services

- 3.6.1.** Complaints from end user/ customers/ stakeholders shall be properly recorded and remedial actions shall be taken as early as practicable.
- 3.6.2.** Complaints log and Specialized Machinery log should be properly maintained and kept updated.
- 3.6.3.** Function wise Complaints Summary reports mentioning total and pending jobs, reasons for not attending of Unserviceability task must be submitted to COO/ APM Gilgit Airport/ Incharge Civil at the end of each month.

3.7. Documentation Management

- 3.7.1.** The Service Provider shall maintain the following documentation and records: -
 - 3.7.1.1.** Operations Logbooks/ sheets.
 - 3.7.1.2.** Duty Roasters.
 - 3.7.1.3.** Attendance Record.
 - 3.7.1.4.** Inspection Reports
 - 3.7.1.5.** Complaint Logs with and rectifications.
 - 3.7.1.6.** Incident/Accident occurrence and potential hazard reports.
- 3.7.2.** Any other records deem necessary/ required by the Client.
- 3.7.3.** The Service Provider shall utilize its own photocopier, scanner, printer, printer ink, office stationery, printed registers (as per PAA format) and storage devices (CDs/DVDs, Hard Drives) for backups, to meet documentation requirements defined in this Contract. However, the same storage devices (CDs/DVDs, Hard Drives, Software's for backups) shall become property of the Client upon expiry/termination of the Contract.
- 3.7.4.** The Client shall provide available manuals, specification and drawings to the Service Provider. However, in case of any additional information or technical support (from local market) shall be arranged by the Service Provider itself without any additional cost to the Client. The same shall become property of the Client upon expiry/termination of the Contract.

3.8. General Obligations

- 3.8.1.** The Service Provider shall keep the infrastructure in excellent serviceable condition through its extensive Preventive and Corrective Maintenance Services.
- 3.8.2.** The Service Provider shall maintain neat and clean area within its scope of Services.
- 3.8.3.** The Service Provider shall ensure deployment of skilled /semi-skilled manpower in all maintenance shifts as approved by officer in-charge. The Service Provider's Site Manager shall be available as 24 hour On-Call back up outside of normal office hours, with maximum of 30 minutes response time.
- 3.8.4.** The Service Provider staff deployed in shifts shall not leave its operations area unless charge is handed over.
- 3.8.5.** The Service Provider shall attend all unserviceability / operational issues at any time. The Service Provider shall inform the Client regarding preventive maintenance activities and any planned unavailability of the facility / function / area.
- 3.8.6.** The technical information, drawings, records and other documents shall not be copied, transferred or divulged and/ or disclosed to third party in full/ part without prior approval of the Client.

- 3.8.7. The Service Provider shall abide by HSE Rules in accordance with Client HSE Manual latest edition as amended from time to time, (**Ref: Schedule G to CoC**).
- 3.8.8. The Service Provider shall issue photo identity cards to its staff indicating Name, CNIC Number, Designation, Staff Number and designated areas for performing duties at the airport. The Staff of the Service Provider shall display the identity card / entry passes appropriately during duty timings for identification.
- 3.8.9. In case of any fault / unserviceability, the response time for the deployed manpower at the airport for accessing the site shall not exceed 20 minutes for critical areas / facilities and 60 minutes for general areas and facilities. The rectification shall not exceed 08 hours (or rectification time specified otherwise) (if alternate/stand-by system is not available) or exceed 24 hours (or rectification time specified otherwise) (if alternate/stand-by system is available), provided that the fault is rectifiable at site and/or availability of required materials.
- 3.8.10. The Service Provider shall devise a mechanism to keep himself continuously informed about the operational status / performance / efficiency of all civil functions and facilities under his areas of responsibilities so as to respond against any malfunctioning, poor performance, unserviceability and failure in a timely manner.
- 3.8.11. The Service Provider shall be responsible for communication systems / facilities for its staff at the airport for performance of their task and duties, as required.
- 3.8.12. The service provider to arrange the working platform (manual or mechanical) for working inside or outside the PTB at his own cost.
- 3.8.13. The Service Provider shall ensure proper handling, transportation and dumping of hazardous waste (if applicable) to designated points within airport premises.
- 3.8.14. The Service Provider shall ensure 24/7 availability of transport facility for Airport Airside and Landside operational movements and material transportation.

4. **VARIATIONS**

- 4.1 The Client may (by Variation Order) instruct the Service Provider to provide Additional Services, which may cover any of the following scope:
- 4.1.1 The R/M Works (in addition to those already mentioned under scope of this contract).
- 4.1.2 To mitigate such an emergency situation, which may result in hampered/ ceased airport operations or fatal to human life/equipment/ infrastructure (**Ref: Section-14.20 of CoC**).
- 4.2 Subsequent upon written instruction (stating the scope of Additional Services) by the Client, the Service Provider shall submit its "Variation Proposal".
- 4.3 The "Variation Proposal" shall comprise the following:
- 4.3.1 Technical Proposal; comprising need analysis, scope of services, drawings, measurements sheet, time line / completion / delivery period, warranty or defect liability coverage (as applicable).
- 4.3.2 Financial Proposal; comprising rate analysis (of all services, materials and etc.), BOQ and proposal validity period.
- 4.4 The Client shall analyze feasibility of the technical proposal and evaluate reasonability of financial proposal on the basis of the following:
- 4.4.1 In case the rates mentioned in "Schedule of Prices" (**Ref: Schedule "D" to CoC**) are directly applicable to the services in question, the rates of "Schedule of Prices" shall be utilized.
- 4.4.2 In case the rates mentioned in "Schedule of Prices" (**Ref: Schedule "D" to CoC**) are not applicable to the services in question, the rates shall be determined on the basis of latest Pak PWD schedule of rates and/or prevailing market rates.
- 4.4.3 The rates, so determined by the Client and agreed by the Service Provider shall be considered as finalized.

4.5 Subsequent upon approval of the "Variation Proposal", the "Variation Order" shall be issued by the **COO/Airport Manager, Gilgit Airport** to the Service Provider.

4.6 The Service Provider shall deliver the Services and the same shall be verified by the COO/ APM Gilgit airport /OIC Civil.

4.7 The Service Provider shall claim the cost of Variation Order in succeeding Monthly Bill(s) as "Variations".

4.8 The extra / substituted items if any, shall be based on latest Pak PWD Schedule of Rates 2022. The items other than Pak PWD Schedule of Rates shall be analyzed basing on prevailing market rates with suitable premium to cover the profit and overhead.

5. SATISFACTORY PERFORMANCE

5.1 Subsequent upon completion of each Month, Performance Certificate shall be issued by the COO/ APM Gilgit Airport / OIC Civil, stating that services have been rendered as per provisions of the contract. Any deduction on account of fine/penalties/LD shall also be mentioned in the certificate.

5.2 The Performance Certificate shall be mandatory for release of payment to the Service Provider.

6. FINES/ PENALTY

6.1 Fine/ penalty will be imposed upon the service provider for the following or any other violation of the SLA/ Contract Document as decided by COO/ APM Gilgit Airport / OIC Civil, with minimum value as under;

6.1.1	Delay in completion of repair/maintenance of critical job	Rs. 5,000/- per day
6.1.2	Delay in completion of repair/maintenance of general job	Rs. 3000/- per day
6.1.3	Non availability of Uniform/Airport Entry Pass	Rs. 500/- per day per individual
6.1.4	Malfunctioning/absence of Vehicle	Rs. 5000/- per day
6.1.5	Misconduct / criminal / illegal activity at site	Rs. 5,000/- per day per event
6.1.6	Non availability of tools / consumables (Clause 3.4 of CoC)	Rs. 1000 per day per item
6.1.7	Non-compliance to Documentation Management (defined under Clause 3.7 of CoC)	Rs. 500 per day per item
6.1.8	Ab-initio non provision of manpower / non provision of substitute manpower;	
a)	Site Manager	Rs. 5000/- per day per person
b)	Tradesman	Rs. 3500/- per day per person
c)	Helper/ Mali	Rs. 2500/- per day per person
6.1.9	Absence without replacement	
a)	Site Manager	Rs. 3,000/- per day per person
b)	Tradesman	Rs. 1500/- per day per person
c)	Helper/ Mali	Rs. 1000/- per day per person
6.1.10	Unsafe working / violation of HSE protocols/	Rs. 2000/- per event
6.1.11	Non availability of reflective vest / PPEs	Rs. 1000/- per day per person

6.2 If the resources engaged by the service provider is involved in works/ activities other than the PAA Civil R/M works or are found working, paid or unpaid, for contractors, airport functionaries or if the service provider utilizes the resources in works undertaken by them as a separate contract at the airport the same will warrant a fine/ penalty decided by COO/ APM Gilgit Airport/OIC Civil up to. Rs. 50,000/- per violation.

7. LIQUIDATED DAMAGES

7.1 Liquidated damages (for loss suffered by the PAA) shall be recovered by the Client for the following:

7.1.1 Suspension of complete services due to fault on part of the Service Provider shall be subject to imposition of Liquidated Damages @ 3.0% of the "Total Monthly R&M Cost" (per day) as mentioned in "Schedule of Prices" (Ref: Schedule "D" to CoC). In case of suspension of services for more than three (03) days during the currency of the Contract, the Client shall be at liberty to terminate this Contract at any time (Ref: Section-14.22.1.4 of CoC). In such circumstances all ongoing defects / un-service abilities shall be made good by the Client at the risk and cost of the Service Provider. The costs thus incurred may be recovered through any amounts payable to the Service Provider and/or forfeiture of Performance Security. Moreover, the Service Provider may be debarred from participation in Client's tenders.

7.2 The abovementioned Liquidated Damages cumulative amounts shall not exceed the maximum limit of 10% of the Contract Price, during currency of the Contract.

7.3 In general COO/ APM Gilgit Airport /OIC Civil shall act on behalf of the client to invoke clause 7.

8. TAXES & DUTIES

8.1 Gilgit-Baltistan is Tax-free Zone however if applicable, Government taxes excluding Provincial Sales Tax on services and any other amounts as per applicable laws shall be deducted by the Client.

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

8.3 The bid rates or amounts shall be inclusive of all taxes (but excluding provincial sales tax on services) duties and Cess etc. as applicable fourteen (14) days prior to the date of bid opening and no claim on this account shall be entertain by PAA.

9. PAYMENT MECHANISM

9.1 Payments to the service provider shall be made by the Client in compensation of services rendered as per requirements after any applicable deductions defined in this Contract and its schedules.

9.2 Deductions shall be made on account of following Contract Clauses:

9.2.1 Other fines and Penalties (Ref: Clause-6 of CoC)

9.2.2 Liquidated Damages (Ref: Clause-7 of CoC)

9.2.3 Taxes (Ref: Clause-8 of CoC)

9.3 Payment will be made on monthly basis. The service provider shall submit invoice (by 05th day of each month) of the services completed during the previous month, as per Schedule of Prices. The service provider is required to accompany the invoice with

9.3.1 i) a certificate that previous month (billing month) salaries have been paid to their employees in adherence to the minimum wage rate established by the Federal Govt.

9.3.2 ii) EOBI and Social Security payment receipts of the previous month (billing month).

9.4 The COO/ APM Gilgit Airport/ OIC Civil shall attach a certificate with the invoice stating that the services have been rendered as envisaged in the contract document. The bill will be further processed for approval (as defined in clause 14.18 of CoC).

10. SYSTEM TAKE-OVER BY SERVICE PROVIDER

- 10.1 The Client shall formulate "System (site / facility / store) Hand-Over Report", stating serviceability/operational availability/ checklist of all civil facilities / function / areas as mentioned in **"Schedule of civil works/ facilities/ areas"** (Ref: **Schedule "A" to CoC**) at the time of hand-over to the Service Provider.

11. FACILITIES TAKE-OVER BY CLIENT

- 11.1 Consequent upon expiry / termination of the Contract, the Client shall generate "Facility Take-Over Report" stating serviceability/operational availability of all sub-systems as mentioned in **"Schedule of Civil Works/ Facilities/ Areas"** (Ref: **Schedule "A" to CoC**) at the time of take-over from the Service Provider.
- 11.2 The Service Provider shall be bound to remedy any un-serviceability/defect (except fairly inevitable wear and tear aspects) highlighted in "Facility Take-Over Report", before take-over by the Client.
- 11.3 In case the Service Provider does not remedy an un-serviceability/defect (within stipulated time as granted by Client) for which the Service Provider is liable, the Client may carry out such remedy on its own and the cost thus incurred shall be deducted from amounts payable to the Service Provider or through forfeiture of Performance Security.

12. PERFORMANCE SECURITY

- 12.1 The Service Provider shall furnish to the PAA a Performance Security of an amount equal to **05%** of the Contract Value as mentioned in **"Schedule of Prices"** (Ref: **Schedule "D" to CoC**) in the form of Bank draft / Pay order / Bank Guarantee from any Schedule Bank of Pakistan as per list of approved banks, in favor of **"Pakistan Airports Authority"**.
- 12.2 The Performance Security shall be returned within two (02) months after completion of the Contract period or the extended period whichever is later (Ref: **Section-14.14 of CoC**).

13. BLACKLISTING AND LEGAL ACTION

- 13.1 Pay orders/ Bank Drafts, any other financial instruments or any document submitted by bidders, contractors as 'Tender Cost', 'Earnest Money/ Bid Security, bank Guarantees and experience certificate etc. if found fake, tempered, forged, or dishonored by issuing bank/ financial institution at any Pre/ Post contract stage of the case, would call for blacklisting and legal action against the firm and owner(s) of the firm(s) as per law of the land.

14. GENERAL CONDITIONS

14.1. Interpretation

- 14.1.1 Words imparting to persons or parties shall include firms and organizations. Words imparting to singular or one gender shall include plural or the other gender where the context requires.

14.2. Priority of Contract Documents

- 14.2.1 The documents forming the Contract are to be taken as mutually explanatory of one another.
- 14.2.2 In case of any ambiguity/ discrepancy/ inconsistency in the clauses of documents, the priority/ precedence of documents shall be in the following order:
- Form of contract.
 - Conditions of Contract (COC) including addendum/ corrigendums. (if any)
 - Schedule to COC.
 - Instructions to Bidders.

14.3. Communications, Law & Language of the Contract

- 14.3.1 Communications between parties that are referred to in the Contract shall be effective only when in writing. A notice shall be effective only when it is delivered to the concerned party.
- 14.3.2 The language of the Contract is English.
- 14.3.3 The law governing the Contract is the relevant law of Islamic Republic of Pakistan.
- 14.3.4 The Service Provider shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services.

14.4. Services

- 14.4.1 Services under this Contract include repair, maintenance, close monitoring and management services of the complete civil infrastructure and horticulture (as defined under Schedule 'A' of CoC).
- 14.4.2 The services shall be rendered in accordance with Client requirements, industry best practices and adequate standards of health and safety.
- 14.4.3 The Service Provider shall comply with all applicable Federal, State, local, PAA, PEC, ICAO, IATA codes, standards, regulations, recommendations and procedural requirements. This shall include but not be limited to the Service Provider complying with the following requirements:
 - a) Applicable PAA's Rules, Regulations, Policies & Procedures:
 - b) ICAO Standards & Recommended Practices
 - c) IATA Standards & Recommended Practices
 - d) PAA's Occupational Health, Safety & Environment Policies
 - e) PAA's Advisories, Orders & Instructions
 - f) Security, Traffic and Parking Requirements
 - g) Safety Procedures including Hazardous Materials and Material Safety etc.

14.5. Service Timings

- 14.5.1 The Service Provider is required to ensure 24/7 smooth serviceability of the civil facilities and infrastructure during currency of the Contract including holidays, and keep serviceable for its intended operational use.
- 14.5.2 The Service Provider is required to ensure that roster, shift timings and manpower deployment at specified operational locations on round the clock basis shall be strictly followed.
- 14.5.3 The Client however, reserves the right to make adjustments, changes, alterations in the Service timings, depending upon the airport operational requirements, which shall be communicated to the Service Provider from time to time.

14.6. Responsibilities of the Service Provider

The Service Provider shall be exclusively responsible for the following during the validity of the Contract;

- 14.6.1 Execution of the services in context with the Contract.
- 14.6.2 To deploy such staff which is competent and bearing good moral character.
- 14.6.3 Payment of remuneration to his staff, exercise supervisory and administrative control over them, terminate or take disciplinary action against them as deem necessary. The Service Provider shall be bound to disburse salaries to its employees for preceding month within five (05) days of current month.
- 14.6.4 It is clearly understood that the staff deployed by the Service Provider shall neither have any employment relationship or employment nexus with the Client in any form what so ever and the Client shall not take any responsibility whatsoever.

- 14.6.5 Ensure due and proper payment of remuneration and observance of all applicable laws including **Social Security Laws, Labor Laws** and compliance to all statutory payments under the provisions of **Labor Laws**, including but not limited to **ESSI, EOBI, and insurance**.
- 14.6.6 Ensure that all the applicable regulatory requirements/ labor laws are fully met and accordingly indemnify the Client against any claims with regards to above.
- 14.6.7 To arrange, bring at site and keep in working order, the equipment necessary to carry on his job under the Contract.
- 14.6.8 To arrange, provide and maintain, staff uniforms of appropriate design and quality along with the tags/ badges and identity cards for all Staff as approved by the Client. Uniforms shall be neat & clean during any time while performing the services as per the Contract.
- 14.6.9 To provide replacement in case the existing resource/ staff deployed for the performance of the services is not available.
- 14.6.10 To obtain all permits, NOCs (No-Objection Certificates), Contracts, certificates or registrations etc. that may be required to perform the Services under this Contract.
- 14.6.11 Obtaining police or other authorized agencies clearance/ verification for all his employees to be deputed at the premises in connection of the Contract. The copies of such verification/ clearance reports shall be submitted to the Client for record & reference and meeting the airport security needs.
- 14.6.12 To maintain discipline, and to ensure that all his employees observe all rules, regulations, standards, safety measures, security guidelines and maintain good order at the premises as communicated by the Client from time to time.
- 14.6.13 Provide details of Service Provider's staff after the necessary clearance is obtained from the agencies as required under the Client's policies by the Service Provider to the Client for Security Clearance Process.
- 14.6.14 The Service Provider shall be responsible for discipline of its manpower and shall adhere to applicable disciplinary procedures. The Client shall be at liberty to object to the presence of any representative or staff of the Service Provider at the site if in the opinion of the Client such manpower has done any act of misconduct or negligence or otherwise undesirable. Then the Service Provider shall remove such a person objected to and provide a competent replacement immediately.
- 14.6.15 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of the Service Provider's staff.
- 14.6.16 The Client shall not be responsible for any injury caused to any of the staff of the Service Provider due to negligence at the part of the staff of the Service Provider.
- 14.6.17 The Service Provider's Employee so engaged by the Service Provider shall be the sole responsibility of the Service Provider and shall continue to remain its employees.
- 14.6.18 The Service Provider shall provide the Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise the Client's safe, secure or environment standards and applicable labor laws. Service Provider shall also provide the Client with any information, which it may have related to a potential or actual security threat to the Client.
- 14.6.19 The Service Provider shall ensure that Service Provider's staff is fully trained to render services safely and shall ensure that they understand all risks and hazards associated with the Services.

14.7. The Service Provider Shall be Liable & Indemnify the Client

Service Provider shall be exclusively liable for and shall indemnify and hold harmless the Client, its agents and employees from:

- 14.7.1 Making good all losses arising out of the Service Provider's negligence or breach of the Contract. This may include damage to the paints/ polish works, false ceilings, wooden or

metallic works, tiles, marbles, plants, wires, pipes, fixtures of any kind, antiques, glass items, window blinds, other systems/ equipment/ facilities etc. The Client shall determine the amounts of such losses/ damages and the Service Provider hereby expressly waives his all or any right to change or challenge the same. The Service Provider shall have to make good all such losses/ damages within time period specified in the Notice, to the entire satisfaction of the Client after receiving written notice from the Client.

- 14.7.2 Any tax, insurance contributions and social security contributions in respect of Service Provider's staff together in each case with any interest, fines or penalties thereon.
- 14.7.3 Any claims of his staff or ex-staff, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out as a Client, in whatsoever form, manner or capacity.
- 14.7.4 Any third-party claims including claims of infringement of patent, trademark, and industrial design arising from use of the good or any part thereof.
- 14.7.5 Any Government Permits, Contracts, Certificates etc. that may be required for performing the services contemplated under the Contract.
- 14.7.6 All claims of compensation by staff, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the staff or ex-staff of the Service Provider or their legal heirs.
- 14.7.7 Save for the willful or deliberate breach of its obligations under the Contract or, as set out above, neither party shall be liable for any consequential or indirect loss or damage.

14.8. **Service Provider's Warranties**

The Service Provider undertakes warrants and represents that at all times: -

- 14.8.1 It has the requisite experience, power and authority to perform the services pursuant to the Contract Agreement.
- 14.8.2 It holds expertise and authority to carry out the Services.
- 14.8.3 It shall employ competent, skilled, qualified human resources to carry out the Services.
- 14.8.4 Service Provider's staff deployed to carry out Services has neither criminal record nor engages in criminal/ illegal activity.
- 14.8.5 Service Provider shall not act in a way which is prejudicial to the Client's interests or business;
- 14.8.6 The Services shall be fit for the express or implied purposes for which supplied.
- 14.8.7 The Service Provider's staff shall obey all lawful and reasonable directions of the Client when at the Client's premises, all rules and security policies and the Client may exclude any person from its premises for any actual or threatened breach of these policies.
- 14.8.8 Any breach by Service Provider, constitutes a material breach of the Contract condition and may lead towards cancellations (**Ref: Section-14.22.1.1 of CoC**). In addition to Client's rights under the Contract, the Client shall be entitled to require Service Provider to:
 - a) Remedy the breach at its cost; or
 - b) Pay for it to be remedied; or
 - c) Repay all amounts already incurred for remedial of the defective Services.

14.9. **Other Terms and Conditions**

- 14.9.1 The Service Provider shall be responsible for delivery, implementation and execution of all required services and also must agree to the time duration specified for each of the item / job defined by PAA.

- 14.9.2 The Service Provider shall promptly notify PAA of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
- 14.9.3 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.

14.10. Uniform

- 14.10.1 All representatives and labourers of the Service Provider must be wearing uniforms including safety shoes, safety helmets, safety jackets, having legible printing and monogram and must follow OH&S SOPs, while at airport. The design, colour of the uniform and the font of the writing over the same will be approved by the COO/ Airport Manager Gilgit Airport. All the Cost incurred in this regard will be borne by the service provider.

14.11. Code of Conduct

The following has to be adhered by the Service Provider and will be held responsible in case of violation;

- 14.11.1 The manpower should be wearing approved uniform in a presentable manner.
- 14.11.2 The manpower should not be engaged in any unethical or any unlawful activity at the airport and elsewhere.
- 14.11.3 Protocols are strictly prohibited at the airport. Airport entry passes shall not be used for any activity other than the scope of this RFP.
- 14.11.4 The manpower should not engage in any activity other than PAA Civil & Horticulture section R/M works upon the permission/ instructions of the COO/ APM Gilgit Airport/OIC Civil.
- 14.11.5 No photography will be allowed other than R/M works photographs upon the permission/ instructions of COO/ APM Gilgit Airport/OIC Civil.
- 14.11.6 The manpower should be physically and mentally fit and in case of absentees on medical or other grounds the Service Provider shall provide a competent and fit replacement well in time with all the necessary airport entry passes, uniform, T&P etc.
- 14.11.7 The COO/ APM Gilgit Airport/OIC Civil may ask for replacement or removal of any resource from the airport and the Service Provider will not object and shall not claim any compensation for the same. Suitable replacement shall be provided by the Service Provider on immediate basis.
- 14.11.8 It shall be ensured that movement at airside and in security restricted areas will be controlled and coordinated.

14.12. Basic Safety & Security Restraints

The following are some basic safety & security restraints. In case of violation of any of these the service provider shall be applied with fine/ penalty;

- 14.12.1 Possession or use of alcoholic beverages or illegal drugs.
- 14.12.2 Possession of un-authorized explosives, firearms, ammunition, and other weapons.
- 14.12.3 Violation of any safety or security rules or requirements as laid down.
- 14.12.4 Illegal dumping, handling, or disposal of hazardous materials.
- 14.12.5 Demolition or removal, without written permission, of any property belonging to PAA or any other agency.
- 14.12.6 Intimidating, threatening, harassing, impeding or interfering with PAA employee(s), designated representative(s), outer agencies or passengers.
- 14.12.7 Misuse of fire prevention and protection equipment.

- 14.12.8 Unauthorized removal or destruction of a safety barricade, handrail, guard rail, warning sign, fall protection, or other warning devices intended to protect employees or property.

14.13. House Keeping

- 14.13.1 The Service Provider shall maintain good housekeeping by keeping work areas neat, clean, orderly, free of excess trash, debris and shall block walkways, stairs, exits, or create a tripping hazard.
- 14.13.2 Tools, wires, materials shall not be left or haphazardly spread out at the work place.
- 14.13.3 Open holes, trenches, or excavations into which people may fall shall be identified, covered or provided with guardrails.
- 14.13.4 In order to protect the employees and environment, safety blinding shall be provided at all works execution sites, where necessary.
- 14.13.5 Prior coordination shall also be required with DE Civil or his representative on entering a confined or restricted area with or without a PAA employee.

14.14. Contract Period/Term & Extensions

- 14.14.1 The duration of this Contract shall be **Two (02) Years**, extendable to further six (06) months as per mutual agreement.
- 14.14.2 The Contract period shall only be extended subject to Satisfactory Performance of the Service Provider on the same terms and conditions of the initial Contract agreement.
- 14.14.3 In case of grant of extension of Contract period, the Service Provider shall have to ensure the extension of Performance Security at least 15 days before the expiry of original term.
- 14.14.4 If the Service Provider fails to extend the Performance Security at least 15 days before their expiry dates, the Contract shall only be extended for a period suitable for the Client on the same terms and conditions of the initial Contract agreement, till the time new tenders are processed and award of a fresh Contract and deployment of the manpower under the fresh Contract agreement.
- 14.14.5 The contract extension is subject to the approval of the competent authority, PAA.
- 14.14.6 The client/ PAA reserves the right not to extend the contract without any explanation.

14.15. Access to the Buildings/ Premises & Stores

- 14.15.1 Before the award of the Contract, the Client 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.
- 14.15.2 The Service Provider shall allow and ensure easy access of authorized person(s) of the Client to its office, stores or other areas under its control while providing the Services under the Contract.

14.16. Instructions-Inspections and Audits

- 14.16.1 The Service Provider shall carry out all instructions of the Client communicated through the authorized person, which comply with the applicable laws where the Buildings/ Premises are located.
- 14.16.2 The Service Provider shall permit the Client and its auditors to inspect the Service Provider's records relating to the performance of the Service Provider and to have them scrutinized and verified through the authorized representative(s) if so required by the Client.

14.17. Identification & Correction of Defects

- 14.17.1 The Client shall have full right to access equipment, facilities and site any time for verification and evaluation of the performance of Service Provider through physical inspections, testing of equipment / systems and checking attendance of the staff. Such inspections shall not relieve the Service Provider from its responsibilities. Consequent to such inspections, the Client may

instruct the Service Provider to rectify the defect(s) and / or to uncover / dismantle any part that the Client considers may have a defect.

- 14.17.2 Consequent to the inspection; if deemed necessary, the Client shall serve a written **Defect Notice** to the Service Provider regarding the defect / unserviceability / poor execution of job, facility or systems identified during the inspection.
- 14.17.3 For each **Defect Notice** served by the Client and not corrected by the Service Provider within the specified time period, the Client may impose a penalty as specified in Liquidated Damaged (**Ref: Section-7 of CoC**). During Penalty Period, the Service Provider may continue its efforts to rectify / restore the system. If the Client realizes, at any time after the expiry of allowed period, that the Service Provider is unable to rectify the fault, a notice regarding **"Unsatisfactory Performance"** shall be issued to the Service Provider. The Client shall then get the fault/ defect rectified through other sources and the expenditure thereof shall be deducted on actual basis from the Service Provider's monthly bill. The decision of the Client shall be final and conclusive in this regard.
- 14.17.4 If the total number of **Defect Notices** exceed **05 (Five)** or if **"Unsatisfactory Performance Notices"** exceed **03 (Three)**, the Client may suspend or cancel the Contract (**Ref: Section-14.22.1.2 of CoC**) and may also debar the Service Provider from participation in the similar future Contracts for a particular time period of (03) three years.

14.18. Payments to the Service Provider

- 14.18.1 The payments shall be made to the Service Provider on monthly basis after adjustment of any claims against the Service Provider (**Ref: Section-9 of CoC**).
- 14.18.2 The Service Provider shall submit invoice (by 05th of each month), of the services completed during the previous month along with
 - 14.18.2.1 a certificate that previous month (billing month) salaries have been paid to their employees in adherence to the minimum wage rate established by the Govt / minimum wages mentioned in Schedule C to CoC whichever is higher
 - 14.18.2.2 EOBI payment receipts of the previous month (billing month).
- 14.18.3 The Client shall release payments in due course of time as per Schedule of Prices against certificates signed by the Client's authorized official(s) stating that the services have been satisfactorily rendered.
- 14.18.4 The payments shall be made to the Service Provider on monthly basis against services provided in Schedule of prices. (**Refer: Schedule "D" of CoC**).

14.19. Currency, Tax, Price Adjustments

- 14.19.1 Payments shall be made in Pak. Rupees, only.
- 14.19.2 All applicable taxes shall be deducted as per the prevailing rates by the Client at the time of release of payment to the service provider, unless a tax exemption certificate is submitted by the Service Provider.
- 14.19.3 During the validity of this Contract, Contract Price adjustment shall not be made for increase/ decrease in rate of applicable taxes / imposition of any new taxes
- 14.19.4 Adjustment in contract price shall be applicable for changes in minimum wages as notified by the government with the following conditions.
 - 14.19.4.1 Price adjustment shall only be applicable for the manpower resources drawing a salary lower than the revised minimum wage only for the resource mentioned in Schedule C of CoC. (eligible employee)
 - 14.19.4.2 No claim of the contractor shall be entertained on account of EOBI, etc in case of increase in minimum wage by the government.

- 14.19.4.3 The contract price adjustment shall be the sum of the wage difference (between existing wages and minimum wages notified by the government) of all eligible employees;

Contract Price adjustment = $\sum [(Revised\ minimum\ wages - existing\ wages)]$ for all eligible employees. ($\sum$ means sum.)

- 14.19.4.4 The price adjustment is subject to the approval of the competent authority, PAA.

14.20. Exigency Services

- 14.20.1 In case of an Exigency, the Service Provider shall arrange and provide the additional services on written request of the Client at any time. The Client shall make an additional payment to the Service Provider on the basis of quoted rates under “**Variations**” (Ref: **Section-4 of CoC**).

14.21. Service Provider's Risks

- 14.21.1 From the date of award till the expiry of the Contract or extended Contract, and issuance of Completion/ Expiry Certificate or cancellation Letter by the Client, the risks of personal injury, death, and loss of or damage to property of the Client due to the negligence of the Service Provider, its staff, associates, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items, other systems/ equipment/ facilities etc.), all such risks are Service Provider's risks. Service Provider shall have to make good all damages/losses to the Client after receiving written notice from the Client.
- 14.21.2 The Service Provider shall indemnify and keep indemnified the Client, at all times against any such loss, claim, damage, charge related to Negligence/ Fraud if any, committed by the Service Provider's staff during the validity of Contract, and even after their replacement by the Service Provider.

14.22. Termination of the Contract (with or without cause)

- 14.22.1 The Client shall be entitled to immediately terminate the Contract by issuing a Final Notice to the Service Provider, under any of the following conditions:
- 14.22.1.1 The Service Provider materially or consistently breaches the Contract (Ref: **Section-14.8.8 of CoC**); or
- 14.22.1.2 The number of warnings/ notices furnished by the Client reaches the upper limit (Ref: **Section-14.17.4 of CoC**); or
- 14.22.1.3 Service Provider suffers (or is likely to suffer) an insolvency event or, undergoes a material change in its management, ownership or control; or
- 14.22.1.4 In case relevant Clause of Liquidated Damages (Ref: **Section-7.2 of CoC**) is invoked; or
- 14.22.1.5 At any time, subject to at least 30 days' notice.
- 14.22.2 If the Service Provider shall not be willing to get the Contract extended for a fresh term (Ref: **Section-14.14.4 of CoC**), it shall have to intimate the Client at least 120 days before the expiry of the Contract.
- 14.22.3 In case of termination of services by the services provider before the completion of services as per the contract, the Service Provider shall submit a notice to the client in writing at least 120 days before the termination of services.

14.23. Payments upon Termination

- 14.23.1 If the Contract is cancelled because of a fundamental breach of Contract by the Service Provider, the Client shall release amounts payable for the days involved on pro-rata basis. If the total amount already released by the Client exceeds any payment due to the Service

Provider, the difference shall be recovered from the payable amounts or through forfeiture of Performance Security.

- 14.23.2 However, in case of defective services rendered, settlement shall be made as defined in relevant Sections of CoC.

14.24. Force Majeure & Release from Performance

- 14.24.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fifteen (15) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightening, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is However, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labor disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Service Provider shall not be entitled to payment for Services and the Client shall not impose penalty.
- 14.24.2 In case the Force Majeure contingencies last continuously for more than one month, both parties shall agree on the necessary arrangement for the further implementation of the Contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its Contractual obligations so far as they have fallen due before the operation of Force Majeure.

14.25. Dispute Resolution and Redressal of Grievance

- 14.25.1 In case of any dispute between the PAA and the Service Provider regarding any clause of the Contract, the matter shall be referred to DGPA for its redressal within 14 days from the decision of the Client or the Authorized Officer of the Client. The decision of DGPA shall be final, conclusive, binding upon both the parties.
- 14.25.2 A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions Arbitration Act 1940 and rules made thereunder and any statutory modifications thereto. In case of any difference or dispute arising between PAA and the contractor in respect of interpretation, conduct or performance of any terms and conditions of this contract, the same shall be referred to DGPA for decision which shall be final and binding upon both parties to this contract.

14.26. Early Warnings by the Service Provider

- 14.26.1 The Service Provider shall warn the Client in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on Client's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.
- 14.26.2 The Client shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.

- 14.26.3 If the Service Provider fails to give an early warning without any justified reason, it shall be held responsible for all the consequences thereof.

14.27. Completion & Experience Certificate

- 14.27.1 The Client may issue a Completion Certificate to the Service Provider on completion of the term of the Contract on the request of the Service Provider.
- 14.27.2 The Client may provide an Appreciation/ Experience Certificate to the Service Provider on its written request after successful completion of the Contract Validity Term.

14.28. Confidentiality

- 14.28.1 Except with the consent in writing of the Client, Service Provider shall keep strictly confidential and not make use of any confidential information - supplied by the Client other than to perform this Contract, and shall impose the same obligations on its staff and other third parties. Service Provider may disclose confidential information if required to do so by law, court order, regulation or act of any government authority provided (to the extent permissible by law) it has notified the Client in advance and agreed the scope of disclosure with the Client.

14.29. Independent Service Provider

- 14.29.1 The parties agree that this Contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Client shall not provide the Service Provider or the Service Provider's staff any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/ withholding tax is Service Provider's responsibility.
- 14.29.2 The Service Provider shall be exclusively responsible for payment of remunerations and providing the benefits to which each of The Service Provider's staff is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's staff shall be dealt with exclusively by the Service Provider. None of the Service Provider's staff shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider during the validity of this Contract or was engaged by the Service Provider for the provision of the services to the Client or was deployed to the Client.
- 14.29.3 In case the overall operations of the airport are taken over by an Airport Operator/Service Provider other than PAA, this Contract agreement may be re-executed on the same terms and conditions between the second party and the new Airport Operator/ Service Provider (as applicable).
- 14.29.4 The service provider shall not sublet the services or his responsibilities, as mentioned in the agreement, in whole or in parts to other contractor/ parties without prior written permission from COO/ APM GILGIT AIRPORT/OIC Civil.

14.30. Site Manager (Service Provider's Site Representative)

- 14.30.1 The Service Provider shall deploy Site Manager, who shall be available during office hours as Service Provider's Site Representative.
- 14.30.2 The Site Manager shall transmit/ receive the letters/correspondence on behalf of the Service Provider.
- 14.30.3 The Site Manager shall be Service Provider's focal person and overall responsible for supervision of operation/ maintenance activities, contractual compliances and swift resolution of site issues.
- 14.30.4 The Site Manager shall attend all meetings when called by the Client to discuss the quality of services and other matters related to the Contract, without any compensation from the Client.

14.31. Declaration

- 14.31.1 The Service Provider hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Client through any corrupt business practice.
- 14.31.2 The terms and conditions and the Schedules thereto of this Contract represent the entire understanding between the Client and the Service Provider, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- 14.31.3 If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.
- 14.31.4 Unless expressly provided, no term of this Contract is enforceable by any third party.
- 14.31.5 This Contract is exclusively awarded to the Service Provider and Service Provider shall not assign or sub-Contract any of its rights or obligations under it without Client's prior written permission. Provided that permitted sub-contracting shall be on terms consistent with the conditions of this Contract.
- 14.31.6 This Contract shall be governed by the laws of Pakistan and Service Provider and the Client agree to submit to the exclusive jurisdiction of the courts in Pakistan.
- 14.31.7 The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular: -
- 14.31.7.1 The Service Provider shall carry out the Services only through its authorized staff, hereinafter referred to as 'The Service Provider's employee(s)' in accordance with the provisions of the Contract.
- 14.31.7.2 The Client shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.
- 14.31.7.3 The Service Provider shall provide the Services during the period mentioned in Letter of Start / Award.

Schedule "A" to CoC

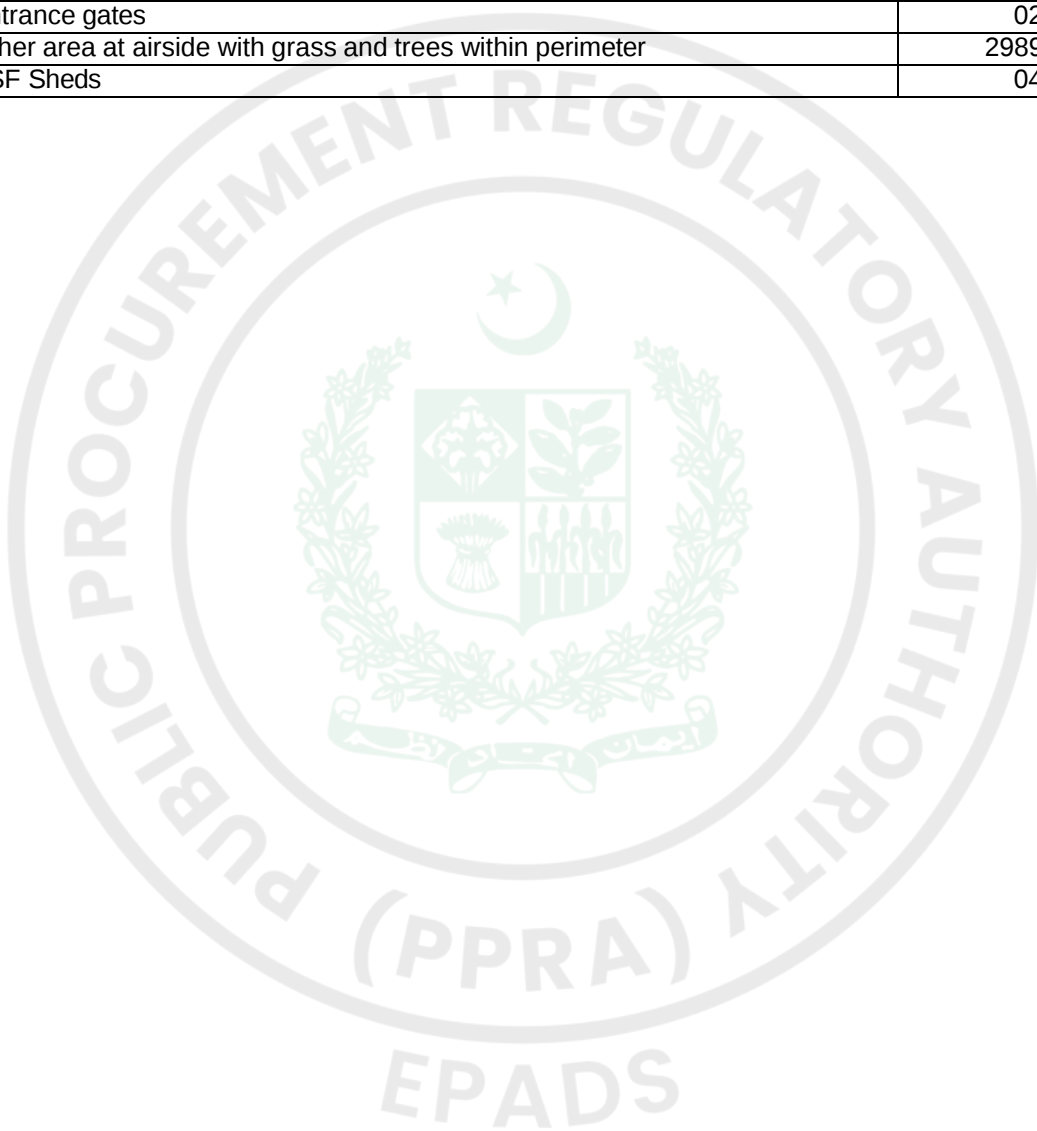
SCHEDULE OF CIVIL WORKS & HORTICULTRE FACILITIES

The Schedule of Civil works, facilities, areas and infrastructure (as elaborated hereunder) is provisional. The Client may increase/ decrease the Systems. The Service Provider shall be bound to extend its Services for prevailing Schedule of civil works, infrastructure and facilities without altering Contract Price.

Civil Works

Sr.	Description	Area/ Details
<u>LANDSIDE AREA</u>		
1	Terminal building (264'-8"x81'-6)	21571 Sft
2	Staff Mess (G.F + F.F) (G.F= 78'-0"x60'-0"= 4680 Sft), (F.F= 120'-0"x78'-0")= 9360Sft	14010 Sft
3	Rest House (81'-0"x78'-0")	6318 Sft
4	NDB Old (42'-0"x15'-0")	630 Sft
5	PAA Officers Old (307'-2"x107'-3")	32944 Sft
6	F-Type Quarters (06 No's) (45'-0"x25'-10")	6974 Sft
7	H-Type Quarters (02 No') (35'-0"x32'-6")	2276 Sft
8	G-Type Quarters (02 No's)(42'-0"x28'-0")	2352 Sft
9	Supply Store (32'-0"x28'-6")	816 Sft
10	Pump Room (2x9'-0"x9'-0")	162 Sft
11	Car Park (VIP+ New + Functionary) (55'-0"x43'-0")=2365Sft,(270'-0"x240'-0")=64800 Sft	67165 Sft
12	Commercial Shops (10 No's) 22'-0"x22'-0")= 484Sft,(20'-0"x10'-0")=200Sft	684 Sft
13	Airport Management Block (60'-0"x57'-0")	3420 Sft
14	PAA Masjid	Nil
15	Public Toilets	Nil
16	ASF Control Room(12'-0"x9'-0")	108 Sft
17	Security Room (10'-0"x10'-0")=100 Sft,(10'-0"x7'-0")=70 Sft	170 Sft
18	Car park Boundary / Fence	1050Rft
19	Irrigation channel / Drain) Northern side R/W 07 to VIP Gate=2670Rft,VIP Gate Generator Room=280Rft, Old T-Building =130Rft,Sourtren Side 3060Rft	Total= 6140Rft
20	Main Entrance gate= 02 Nos / Car park gates ,02Nos,	04 Nos
21	ASF Shed =04 Nos	04 Nos
22	Water supply and sewage Piping Network 3000Rft+1300Rft	4300 Rft
23	3 vacant plots (Plot 1 = 47630 Sft, Plot 2 = 3225 Sft, Plot 3 = 41280 Sft)	92135 Sft
<u>AIRSIDE AREA</u>		
1	ATC Tower (Building)(20'-0"x20'-0")	400 Sft
2	Fire station (69'-0"x45'-0")	3105 Sft
3	Power House New (51'-0"x16'-0")	912 Sft
4	NDB Room New	Nil
5	Under ground water tank (28'-0"x20'-0") 560Sft,(22'-0"x15'-0")= 330 Sft	890 Sft
6	O.H water tank (21'-8"x18'-0")=390Sft,(15'-0"x15'-0")=225 Sft	615 Sft
7	Bore / Tube well	Nil
8	Runway 07/25	520000 Sft
9	Dumble (200'-0"x175'-0") Avrg.	35000 Sft
10	Over Runway / Proposed RESA 25 & 07 End 313 Rft+ 265 Rft	578 Rft

11	Apron (500'0"x100'-0")	5000 Sft
12	Taxiway	Nil
13	Taxiway (Alpha, Bravo & Charlie) (2x125'-0"x50'-0")=12500 Sft and (1x150'-0"x50'-0") =7500Sft = including fillets Area= 5592 Sft,	25592Sft
14	Boundary wall (i/c fence) Southern side Boundary wall =6380Rft,Northern side Boundary wall= 5855Rft , Fence R/W 25 End= 394Rft,Fence R/W 07 =457Rft, CAA Qty Boundary Wall= 328Rft	13413 RFt
15	Watch Towers	07 Nos
16	Entrance gates	02 Nos
17	Other area at airside with grass and trees within perimeter	2989305 Sft
18	ASF Sheds	04 Nos



Schedule "A" to CoC

SCHEDULE OF CIVIL WORKS & HORTICULTRE FACILITIES

AREA FOR HORTICULTURE/ LANDSCAPING

Sr.	Description	Area/ Details
1	Airside	3577365 Sft (657 Kanal)
2	Landside / office area / car park area	141388 Sft
3	Officer Mess / Residential Area	64847 Sft
	Total Land	3783600 Sft

Schedule "A" to CoC

MISC. R/M CIVIL & HORTICULTURE WORKS

1. **Supervision:** Managing the Civil R&M and Horticulture (Landscaping) functions and teams in their designated area and mobilization of resources & materials according to intended work activity and completion of work as per standard Engineering practices. Complaint cell management, field and site survey, report preparation and submission.
2. **Masonry / Pavement works** including all types of cement work, concrete work, asphalt work, plaster work, all sort of flooring works including tiles replacement, tiles fixing, tiles grout replacement & digging of earth etc. Pavements Repairs & Maintenance including repairs of all types of rigid and flexible pavement in airport premises. Filling of potholes, cracks etc. at Pavements (Runways, Taxiways, Apron, roads etc.) with suitable/ approved material. Digging of earth, dismantling of road and concrete work, jungle cutting, Road repair works runway repairs and remove / clear the snow from all operational and non-operational area through mechanical & human resources during winter season. **The Service Provider has to arrange all tools and equipment (asphalt mixer, tar boiler, road roller etc. when required) for carrying out patch work at flexible / asphaltic pavements.**
3. **Plumbing works** shall include Water supply lines maintenance, Water leakage repair, including replacement of pipes, specials and other fitting fixtures, maintenance & replacement of Sanitary fitting fixtures and water drain out in the night so that the water pipes may not burst due to frozen temperature.
4. **Painting works** shall include painting and re-paintings of walls, ceiling, doors, windows, etc. Painting / re-painting of Runway Centerline, threshold, Runway edge marking, warning/ guidance signs paint/ repainting. etc.
5. **Drainage/ Sewage cleaning** including removal of wild growth, removal of mud, other materials and complete clearance of blockages from rain water drains, removal & re-fixing of water drain stone masonry and associated plumbing etc. including manhole cleaning / clearance, blockage removal & disposal of rubbish etc.
6. **Welding and aluminum works** including fabrication and repair of gates, windows, grills, fences, railings, metals etc.
7. **Carpentry works** including repair of locks, door closers, doors and cabinet repair and false ceiling works, etc.
8. **Assistance/ Support services**, including helping support in the form of semi-skilled helpers to assist the skilled manpower resource in their respective functions.
9. **Horticulture/ Landscaping work** including new plantation, maintenance of landscape area, watering of plants/ pots, removal of wild growth, trimming/ pruning of trees, trimming of grass etc.
- 10.

Schedule “B” to CoC

SERVICE STANDARDS / KPIs

1. Service Standards / Key Performance Indicators (KPIs)

- 1.1. Any facility/ infrastructure and work directly connected with flight operation, passenger facilitation and safety or notified in writing by OIC shall be considered as **Critical** work / service/ infrastructure.
- 1.2. All other facilities / infrastructure and work shall be treated as **General** work / service/ infrastructure.
- 1.3. The critical and general infrastructure and works of Civil facilities to be maintained by service provider are as follows:

1.3.1. Passenger Terminal Building (PTB)

- 1.3.1.1. Terminal building, arrival lounge, departure lounge, briefing area, concourse hall, prayer area, toilet blocks, offices blocks, service areas and roofs and allied facilities.
- 1.3.1.2. R&M Works required in PTB are masonry work, concrete works, dismantling work, Paint work, Polish, Metal Works (Aluminum, Iron, GI, alloys etc.) , glazing works (door, windows and skylights with accessories), wood works, ply works, plumbing works(toilets faucets, gravity lines, pressurized lines), sanitary works, finishing work including floor tile fixing (porcelain, granite, wooden, PVC, glazed, raised etc.), wall claddings (PVC, metal, wood, porcelain, granite etc.) and ceiling system works (metal, gypsum, acoustic MFB etc.), doors works (metal, wood, PVC, sandwich panel, fiber glass etc.), toilets fittings and fixers, firefighting system, sewerage system (the sludge removal through mechanical means from manholes will be required on monthly basis)
- 1.3.1.3. Building façade towards landside and airside, roof and its storm water drainage system.
- 1.3.1.4. Building Expansion joints, floor expansion joints, roof leakages.
- 1.3.1.5. Miscellaneous civil related R&M works in different associated areas as defined in Schedule “A” to CoC.
- 1.3.1.6. Maintenance and watering of plants/ pots.
- 1.3.1.7. **Airside and Allied Facilities.**
- 1.3.1.8. Runway, taxiways, apron, storm water drains, perimeter roads, footings and foundations of instruments and equipment.
- 1.3.1.9. Allied facilities at airside are security watch towers, fire station and garages, instrument / equipment’s rooms and station, stores, NDB room, water hydrants, entrance gates, Perimeter track. Conveyor belt areas near apron, sewage treatment plant (STP).
- 1.3.1.10. R&M Works required at airside are pavement (rigid and flexible) patch work, concrete works, pavement marking work, tuff pavers, Metal Works (Aluminum, Iron, GI, alloys etc.), seal coatings, dismantling, excavation, storm water drains seasonal cleaning, masonry works, pavement joint filler, chemical application, pavement stains removal.
- 1.3.1.11. R&M Works required in airside allied facilities are masonry work, concrete works, dismantling work, Paint work, Polish work, Metal Works (Aluminum, Iron, GI, alloys etc.). glazing works (door, windows and skylights with accessories), wood works, ply works, potable water filtration systems, plumbing works(toilets faucets, gravity lines, pressurized lines), sanitary works, sewage system (the sludge removal through mechanical means from manholes will be required as per basis), finishing work including floor tile fixing (porcelain, granite, wooden, PVC, glazed, raised, concrete tuff pavers etc.), wall claddings (PVC, metal, wood, porcelain, granite etc.) and ceiling system works (metal, gypsum, acoustic MFB etc.), doors works (metal, wood, PVC, sandwich panel, fiber glass etc.), kitchen fittings and fixers,

Schedule "B" to CoC

SERVICE STANDARDS / KPIs

firefighting system and water bores.

- 1.3.1.12. Miscellaneous R&M civil works in different related area as defined in Schedule "A" to CoC.
- 1.3.1.13. Including new plantation, maintenance of landscape area, watering of plants/ pots, removal of wild growth, trimming/ pruning of trees, trimming of grass etc.
- 1.3.1.14. **Landside and Allied Facilities.**
- 1.3.1.15. Landside area includes main Car parking area, drop lane area, walkways, toilets, general area, and landscape area.
- 1.3.1.16. Allied facilities at landside includes office blocks, Terminal building, Residential buildings, Pump room, check Post, CAA Masjid, Commercial area, CAA Officers / staff mess, water works and its operation, sewerage system, storm water drainage system, parking areas, boundary wall.
- 1.3.1.17. Potable Water supply pumping stations & units (24/7 Operation required).
- 1.3.1.18. Underground & O.H Water tanks.
- 1.3.1.19. Sewage system (the sludge removal through mechanical means from manholes will be required on monthly basis), sewerage lift stations and Overhead water tank and underground reservoirs.
- 1.3.1.20. R&M Works required at landside includes pavement (rigid and flexible) patch work, sign boards, concrete works, pavement marking work, studs, tuff paver, Metal Works (Aluminum, Iron, GI, alloys etc.), seal coatings, dismantling, excavation, storm water drains seasonal cleaning, masonry works.
- 1.3.1.21. R&M Works required in landside allied facilities are masonry work, concrete works dismantling work, Paint work, polish work, Metal Works (Aluminum, Iron, GI, alloys etc.), glazing works (door, windows and skylights with accessories), wood works, ply works, potable water filtration systems, plumbing works(toilets faucets, gravity lines, pressurized lines), sanitary works, finishing work including floor tile fixing (porcelain, granite, wooden, PVC, glazed, raised etc.), wall claddings (PVC, metal, wood, porcelain, granite etc.) and ceiling system works (metal, gypsum, acoustic MFB etc.), doors works (metal, wood, PVC, sandwich panel, fiber glass etc.), kitchen fittings and fixers, firefighting system and water bores.
- 1.3.1.22. Miscellaneous R&M civil works in different associated area as defined in Schedule "A" to CoC.
- 1.3.1.23. Removal of wild growth, new plantation and maintenance of landscape area/ plants, etc.
- 1.4. The unserviceability of above mentioned General and critical area / facilities against any complaint / report shall be subject to deductions as specified in clause 06 and 07 of CoC. The fines / penalties and LDs shall be decided by APM, Gilgit / OIC Civil & Horticulture based on level of unserviceability.

Schedule "C" to CoC

**SCHEDULE OF RESOURCE COMMITMENT AND
FUNCTIONS**

(Manpower Job Description and Qualification criteria)

1) MINIMUM MANPOWER DEPLOYMENT PLAN

Sr. No.	Designation	No. of Persons Required*	Minimum Salary (Rs. Per Month each)**
1.	Site Manager	01	120,000
2.	Supervisor (Civil / Horticulture)	01	70,000
3.	Plumber	01	50,000
4.	Carpenter	01	50,000
5.	Painter	01	50,000
6.	Aluminium Fixer / Welder	01	50,000
7.	Masons	01	50,000
8.	Sewer Man	02	40,700
9.	General Helpers	02	40,700
10.	Mali	08	40,700

***Note: -** The above mentioned manpower is the bare minimum required deployment. The bidder is required to submit the bid as per the scope/ services requirement mentioned at Schedule "A" of CoC, instead of referring above minimum manpower requirement.

****** Minimum wage prescribed by the government shall be applicable in case it is higher than the salaries mentioned above.

CIVIL & HORTICULTURE FUNCTIONS – GILGIT AIRPORT

1. Site Manager:

BSc Civil Engineering degree with at least 3 years of relevant experience and at least 2 years of management experience. Site Manager shall be the Service Provider's focal person and overall responsible for supervision of operation / maintenance activities, contractual compliances and swift resolution of site issues. He shall also be responsible for supervision of complete services and correspondence with the IC or their representative. He will also be responsible for managing manpower in their designated areas. He will manage shift roster with approval of IC Civil / APM and ensure all skilled/ non skilled laborers availability, proper uniform and all the required tools and safety instruments. He will ensure any sort of illegal activity is not done by the laborers at the airport. He will also ensure that the labor do not get indulged in works other than assigned by IC Civil / APM.

Supervisor (Civil / Horticulture):

For supervision of the Civil Works / Horticulture as Foreman, DAE Civil with at least 03 years of site/maintenance experience is required. He would be responsible for managing the Civil Works team in their designated area. He will mobilize resources & materials, ensure work is undertaken, ensure no damages are done, debris & other rubbish is properly staked and removed. He would be responsible for occupational health and safety.

3. Plumber:

Repair and Maintenance work pertaining to Plumbing including replacement / repairs / maintenance of related fixtures, pipelines. Minimum 1 year of experience in plumbing function is required.

4. Carpenter:

Repairs and Maintenance work pertaining to Carpentry including replacement / repairs / maintenance of doors, windows, locks, false ceilings, furniture etc. Minimum 1 year of experience in carpentry function required.

5. Painter:

Repairs and Maintenance works pertaining to Paint or polish including scheduled and unscheduled painting work of walls, doors, windows, fixtures etc. Experts in road, runway marking paintings is essential. Minimum 1 year of experience in painting function required.

6. Mason

Repairs and Maintenance works pertaining to pavements i.e. runways, taxiways, aprons, parking bays, tiles, pavers and buildings etc. Masons should be able to repair rain water drains stone masonry. They should be experts in brick, block masonry, concrete work, plaster works, pointing and pavement repairs etc. Minimum 1 year of experience in masonry function required.

7. Sewerman

Maintenance of drainage/ sewage lines and pipes and ensuring that there is no clogging / blockage. Experience persons with knowledge of drain opening techniques required.

8. General Helpers

The Service Provider will arrange and manage semi-skilled helpers whose services would be as supporting hands to various trades.

9. Mali

Maintenance and upkeep of plants.

Schedule "C" to CoC

T&P FOR DAILY R/M WORKS

2). T&P FOR DAILY R/M WORKS (TO BE ARRANGED BY THE SERVICE PROVIDER)

SMALL/ MEDIUM SIZED T&P

Sr. No.	Name of Tools	Quantity
1.	Asphalt Mixer Machine (as per specifications provided by O.I/C Civil)	1
2.	Aluminum Cutter with Blades	1
3.	Aluminium Roller Wheel for fixing wire gauze	1
4.	Aluminum Strip Flat (Gazz)	1
5.	Electric Grinder with disc of diff sizes	1
6.	PPRC pipe for Sewerage Lines cleaning. (45 feet)	1
7.	Chorsi steel	1
8.	Drill Machine with drilling bits	2
9.	Edge Hammer for mason (Tessi)	2
10.	Frame For Hexa Blades	1
11.	Glass Cutting Pencil	1
12.	Glass Gripper	1
13.	Gloves for Welder	1
14.	Goggles for Welder	1
15.	Goti Set	2
16.	Hammer (Medium Size)	1
17.	Hammer 1 Kg	1
18.	Hammer 2 Kg	1
19.	Hammer 3 Kg with handle	1
20.	Hammer 5 Kg with handle	1
21.	Hand Level 12", 24"	1
22.	Hand Saw	1
23.	Hard Scrapers	1
24.	Jamoor	1
25.	L Key Set	1

26.	Measuring tape 30 Mtr	1
27.	Measuring tape 5 Mtr	2
28.	Painting Brush 2" Black Cat / Captain	1
29.	Painting Brush 3" Black Cat / Captain	1
30.	Painting Brush 4" to 6" Black Cat / Captain	1
31.	Painting Roller 6" Black Cat / Captain	1
32.	Painting Roller 9" Black Cat / Captain	1
33.	Paper knife / Blade cutter	1
34.	Pick Axe with handle (Ganti)	1
35.	Axe with handle	1
36.	Pipe Wrench 12"	1
37.	Pipe Wrench 24"	2
38.	Plier Best Quality	2
39.	Rivet Plier	2
40.	Rubber Hammer	1
41.	Safety Belts	2
42.	Safety Helmets	5
43.	Safety jacket Florescent	5
44.	Safety Shoes	5
45.	Screw Driver Double	2
46.	Screw Driver Single	2
47.	Screw Wrench 12"	2
48.	Screw Wrench 8"	2
49.	Manual Showel (standard size)	2
50.	Silicon Gun	2
51.	Star Set (Set of screw drivers)	2
52.	Steel Chisel Best Quality	2
53.	Steel Float	2
54.	Steel Pans (Taghari)	2
55.	Steel Point Chisel (Sumba)	2

56.	Steel Point wood Cutter	1
57.	Steel Rod 6ft long (Jhabal)	1
58.	Steel Trowel	2
59.	Tension wire for sewage lines (up to 200ft)	1
60.	Tool Kit Bags / Steel Box	1
61.	Welding Rod Holder	1
62.	Welding Plant	1
63.	Wheels Barrows heavy duty	2
64.	Wooden Float for Mason	1
65.	Wooden Planer (Randa)	1
66.	Folding Steel Ladder (different heights)	2
67.	Electric cable extension upto 500ft	1
68.	Curring Pipe 200 feet	1
69.	Generator (Min 2 KVA)	1
70.	Drill Machine Heavy Duty (Hilti)	1
71.	Water Suction Pump	1
72.	Sewerage Opening Machine (Portable)	1
73.	Lawn mower machine (manual)	1
74.	Hedge shear	2
75.	Scissors	2
76.	Gardening spatula	4
77.	Rake (panji)	2
78.	sword	2
79.	Scythe blade (daranti)	2
80.	Tree pruner (shoulder mounted engine driven)	1
81.	Sub-mercible Mud Pump 2" Section	1
82.	Pipe 2" dia (cloth)	1

Note: The listed items are to be arranged and made available (along with sundries / standard consumable) without delay throughout the currency of contract, however the items list stated above is not final and additional T&P with consumables, as per requirement of the works, may be instructed by I/C Civil and the Service Provider has to arrange the same without any additional claim. Operation, Fuel & R/M of the T&Ps will be the responsibility of the Service provider and the same would not be utilized elsewhere or removed from the airport without prior written permission of IC Civil during the currency of the contract.

SCHEDULE OF PRICES FORMAT FOR FINANCIAL PROPOSAL

Civil & Horticulture Works – R&M Services Monthly Cost

SR. NO.	DESIGNATION	TOTAL MONTHLY COST FOR THE SERVICE (PKR)		Annual Cost for the Services (PKR)
		In Words	In figures	(Monthly Cost x 12)
1.	Site Management and Supervisory			
2.	Plumbing services			
3.	Carpentry Services			
4.	Painting Services			
5.	Glass & Aluminum Works and Welding Services			
6.	Masonry Services			
7.	Sewerage / Drainage / Cleaning Services			
8.	Support / Helping Services			
9.	Horticulture and Landscape Maintenance Services			
	Total Monthly Cost For R&M Services (A)			

***Note:** Service Provider shall include in the Contract Cost all expenses associated with this Contract including but not limited to wages, regulatory payments, including all applicable taxes, EOBI, Uniform, Service Charges, tools, standard consumables etc. (as defined in Conditions of Contract). Subject to Clause-14.9 of CoC, the Contract Cost shall be unconditional and no additional amount would be included in the quoted cost at a later stage. Moreover, Contractor has to ensure provision of minimum wages as notified by the government of Pakistan or mentioned in Schedule 'C' to the Conditions of Contract, whichever is higher.

Authorized signatures
with company stamp



Schedule "D" to CoC

ABSTRACT OF COST

Total R&M Services Monthly Cost = _____ (PKR)

BID PRICE

Contract Cost = Total Monthly R&M Services Cost X 24

Contract Cost = _____ (In Figures)

Contract Cost = _____ (In Words)



Schedule "E" to CoC

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

The Service Provider i.e. _____

_____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision 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 Service Provider i.e. _____

represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give or 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

The Service Provider i.e. _____

_____ 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

The Service Provider i.e. _____

_____ accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, The Service Provider i.e. _____

_____ agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by The Service Provider i.e. _____

_____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and on behalf of Client:

Name: _____

Designation: _____

Signature: _____

[Seal]

For and on behalf of Service Provider:

Name: _____

Designation: _____

Signature: _____

[Seal]

**FORM OF PERFORMANCE SECURITY****Schedule "F" to CoC**

(Bank Guarantee)

Guarantee No. _____

Executed No. _____

Expiry date _____

Name of Guarantor (Bank) with address:

(Scheduled Bank in Pakistan)

Name of Principal (Service Provider) with address:

Penal Sum of Security (express in words and figures):

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the **PAKISTAN AIRPORTS AUTHORITY** hereinafter called the "Client") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Client, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Client's above said Letter of Acceptance for **"Service Level Agreement (SLA) for Repair & Maintenance of Civil & Horticulture Works at Gilgit Airport"**.

NOW THEREFORE, if the Principal (Service Provider) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Client, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till requirements of **Section-12 of CoC** are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Client without delay upon the Client's first written demand without cavil or arguments and without requiring the Client to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Client's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Client's designated Bank & Account Number.



**Schedule "F" to CoC****FORM OF PERFORMANCE SECURITY**

PROVIDED ALSO THAT the Client shall be the sole and final judge for deciding whether the Principal (Service Provider) has duly performed his obligations under the Contractor has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Client forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)





Chapter 1

INTRODUCTION

1.1 INTRODUCTION

Integrated Management System comprising International Management System standards ISO 9001: 2008 (Quality Management System), ISO 14001: 2004 (Environmental Management System), OHSAS 18001: 2007 (Occupational Health and Safety Management System), and ICAO's SMS (Safety Management System) has been implemented in Pakistan CAA. These standards require adherence from all the stakeholders to fulfill their respective obligations towards vital aspects of Safety, Quality, Occupational Health and Environment. This HSE Manual outlines the responsibilities of contractors, suppliers and concessionaires working for CAA or on the areas under CAA's jurisdiction

1.2 CAA IMS POLICY

Top Management commitment is demonstrated in IMS Policy, attached as **Appendix-A** (English version) and **Appendix-B** (Urdu version).

1.3 RESPONSIBILITY & AUTHORITY

1.3.1 RESPONSIBILITY FOR HSE COMPLIANCE:

- 1.3.1.1 CAA shall require Contractors and/or Sub-contractors / Suppliers / Concessionaires to affirm that all supervisors are responsible for ensuring that the works / activities are performed in accordance with all applicable health, safety and environmental rules, regulations and good working practices with equal diligence being paid to the fulfillment of the contractual technical specifications. CAA will require Contractors and Sub-contractors to advise such personnel of their safety responsibilities. Contractors / Suppliers / Concessionaires shall also provide CAA with their organizational setup for a particular contract / subcontract / renewal / bid invitation document, where applicable, specifying the areas of safety responsibilities of their supervisors.
- 1.3.1.2 **All DDGs** shall ensure imparting necessary directions and establish requisite monitoring & evaluation mechanism in their respective area of responsibilities to fulfill the vision and the objectives contained in this manual.
- 1.3.1.3 **The concerned Directors / Additional Directors / Airport Managers / Chief Operations Officers / Location Heads / Sectional Heads**, involved / engaged in the purchase of materials, services and contracts (including sub- contracts, if any), shall ensure effective implementation of this manual. They shall also be responsible to designate **Contract Coordinators** where applicable especially on large scale projects.
- 1.3.1.4 **Contract Coordinator** (a designated CAA Employee) shall be responsible for the on-site implementation of HSE requirements by the contractors and their officials / workers. He shall also be responsible to record on-site management activities and meetings specific to the HSE issues.
- 1.3.1.5 **Deputy Management Representatives (DMRs)** shall be responsible to oversee the implementation and effectiveness of this manual at their respective Airports / ATS Units / Locations.
- 1.3.1.6 The concerned **Directors / Additional Directors / Airport Managers / Chief Operations Officers / Location Heads / Sectional Heads**, involved / engaged in the purchase of materials, services and contracts (including sub- contracts, if any), shall ensure incorporation of specific clause(s) on Safety, Health & Environment in the contract agreements or their renewals / bid invitation documents indicating the need for compliance with the detailed guidelines as outlined in this manual.





HSE MANUAL FOR CAA CONTRACTORS. SUPPLIERS & CONCESSIONAIRES

- 1.3.1.7 All Safety, Health and Environment requirements contained in this manual shall also be made part of the bid invitation documents / contracts.
- 1.3.1.8 Any specific requirements not covered in this manual and in the existing HSE clause of the contract / lease agreement may be specified in the contract / lease documents by the respective CAA functions, in consultation with Additional Director SQMS (REG/CF), Additional Director SQMS (ANS/APS) at HQCAA and concerned DMRs at Airports / ATS Units / Locations. These may include but not limited to:
- Working procedures
 - Risk / impact assessment of the job
 - Requirements of transporting carrier, machinery / equipment and tools
 - Handling / packaging identification requirements
 - Information about the product composition
 - Compliance to the related Safety, Health & Environment procedures for performing the activity
 - Usage of Personal Protective Equipment (PPE)
 - Competence / training requirements of workers
 - Handling and disposal of waste, etc
 - The need to obtain Permit To Work (PTW), where required
 - Emergency procedures
 - Accident / incident reporting
 - Legal requirements
- 1.3.1.9 The **concerned Directors / Additional Directors / Airport Managers / Chief Operations Officers / Location Heads / Sectional Heads** may ask the supplier / contractor / concessionaire to carry out a **risk assessment** before awarding a contract for high-risk tasks, where applicable.

1.3.2 **ONSITE MANAGEMENT OF CONTRACTORS FOR MEGA / MAJOR PROJECTS:**

- 1.3.2.1 The **concerned DDGs / Directors / Additional Directors / Airport Managers / Chief Operations Officers / Location Heads / Sectional Heads** shall ask the contractor / supplier / concessionaire to designate a **Safety Officer** wherever applicable, depending upon the quantum of contract, who shall be the focal person and responsible for on-site implementation of HSE requirements on part of contractors / suppliers / concessionaires. For Contracts / Agreements of smaller quantum, the contractor / supplier / concessionaire shall be directly responsible in this regard without having the need to designate such representatives.
- 1.3.2.2 The **concerned Directors / Additional Directors / Airport Managers / Chief Operations Officers / Location Heads / Sectional Heads** shall be responsible to nominate a representative (**Contract Coordinator**) for on-site management of contractors for mega / major projects. The contract coordinator / representative shall monitor the HSE compliance by the contractor / supplier. This includes monitoring of:
- Controls to prevent HSE risks
 - Contractor equipment for appropriateness
 - Compliance of work procedures
 - Waste Disposal & Record keeping





HSE MANUAL FOR CAA CONTRACTORS, SUPPLIERS & CONCESSIONAIRES

- e. Compliance of regulatory requirements, to this HSE Manual or their own HSE Manual(s) if exceeding the requirement stipulated by the CAA and PTW by contractors / suppliers / concessionaires
- 1.3.2.3 **Regular on-site meetings with the contractor** must be convened / held to discuss the HSE compliance and related aspects of the job. Records of such meetings and on-site management activities must be maintained by the Contract Coordinator.
- 1.3.2.4 **HSE audit or on-site inspections** shall be carried out randomly by the authorized Inspectors of SQMS Directorate in coordination with the concerned Directorate / Branch at HQCAA and concerned Section at airports / locations for checking HSE compliance. IAR (Improvement Action Report) on **CAAF-002-MSXX** shall be raised / generated in case any non-conformity is observed or if any corrective or preventive action is required. All proceedings of the audit or on-site inspections shall be documented by the respective inspectors.
- 1.3.2.5 All the works, purchase / supplies and services being carried out / rendered by Contractors / Suppliers / Concessionaires shall be liable to monitoring and supervision by CAA's authorized / designated official(s) to ensure their HSE-worthiness. Surprise inspection may be carried out at any time by SQMS Officials.
- 1.3.2.6 The monitoring / supervision so required shall be made under the relevant clause(s) of the contract. The performance monitoring data of contractors with regard to compliance to HSE manual and CAAO will be collected / maintained and documented on periodical basis by the respective DDGs as well as by SQMS Directorate / SQMS teams at locations, to develop necessary corrective / preventive actions accordingly. This significant data of a particular contractor / supplier / concessionaire, will be critically observed and be given due consideration at the time of awarding / continuation / renewals etc of any contract.
- 1.3.2.7 All potential Contractors, Suppliers and Concessionaires shall be informed about the availability of HSE manual which would require compliance from them. The latest version of this Manual shall be posted on the CAA's Official Website www.caapakistan.com.pk.
- 1.3.2.8 The concerned Directorate / Branch / Airport / Location shall provide the hard copy of the latest version of HSE Manual to the Contractors / Suppliers / Concessionaires at the time of signing of the Contract Agreements / License Agreements / Lease Deeds / Purchase Orders / Supply Orders, etc.
 - a. No work be executed without supervision of concerned representation of OPI Section / Branch, especially at aerodrome.
 - b. The representation of OPI section / function shall ensure implementation of preventive control measures during execution of work and corrective measures in case of any abnormal / emergency situation.
 - c. All food concessionaires shall preferably be certified in Food Safety Management System ISO 22000: 2017.
- 1.3.2.9 In case of existence of any Contractor's, Supplier's and Concessionaire's HSE Manual having provisions more stringent to this HSE manual, those shall be applicable as far as the currency of that particular contract is concerned.
- 1.3.2.10 All the Contractors, Suppliers and Concessionaires shall be responsible to provide and update bare minimum training / awareness on HSE to their employees and subsequent implementation. Any breach / violation thereof by any of such employee(s) shall be construed upon to be on behalf of that very Contractor, Supplier and Concessionaire. Records pertaining to HSE related training / awareness shall be maintained and provided to concerned CAA official(s) designated by the OPI and/or Representative(s) of CAA's SQMS team.





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1.3.2.11 The training / awareness described above shall include but not limited to the following: -

- a. Site acquaintance (i.e. Aerodrome / Building layout, Building Evacuation Procedure, etc).
- b. General aerodrome layout & hazards and handling of standard equipment.
- c. HSE related operational hazards / environmental aspects and risks / environmental impacts associated and related control measures with the particular contract / agreement.
- d. Basic First Aid and other corrective measures.
- e. Application of Permit to Work / Lock Out and Tag Out.
- f. Special MSDS, classification / composition of hazardous material for handling of hazardous material.
- g. Incident(s) / accident(s) including environmental incidents (spills, etc) reporting.
- h. Waste management.
- i. Basic Fire Fighting.
- j. Safe driving.
- k. Response in emergency.
- l. Personal Protective Equipment (PPE).





Chapter 2

GENERAL INFORMATION

2.1 BASIC SAFETY & SECURITY RESTRAINTS

2.1.1 The following are some basic safety & security restraints. In case of violation of any of these, Contractors / Suppliers / Concessionaire shall be dealt with in accordance with **Rule 91 (Section 10) of CARs 94**:

- 2.1.1.1 Possession or use of alcoholic beverages or illegal drugs.
- 2.1.1.2 Possession of un-authorized explosives, firearms, ammunition, and other weapons.
- 2.1.1.3 Violation of any safety or security rules or requirements as laid down in **Part VIII, Section 10 of CARs, 94 (Rule 92-110)**.
- 2.1.1.4 Illegal dumping, handling, or disposal of hazardous materials.
- 2.1.1.5 Demolition or removal, without written permission, of any property belonging to CAA.
- 2.1.1.6 Intimidating, threatening, harassing, impeding or interfering with CAA employee(s) or designated representative(s).
- 2.1.1.7 Misuse of fire prevention and protection equipment.
- 2.1.1.8 Unauthorized removal or destruction of a safety barricade, handrail, guardrail, warning sign, fall protection, or other warning devices intended to protect employees or property.

2.2 SAFETY PERMITS

2.2.1 All CAA contractors, suppliers or concessionaires shall obtain prior approval for PTW from CAA's authorized / designated official(s) and follow all the safety requirements, precautions, controls of PPEs classified as PTW related tasks as any of the operations mentioned below may present a hazard to people, property and environment.

- 2.2.1.1 Performing burning, welding, cutting, soldering, or other hot work.
- 2.2.1.2 Working on fire protection / detection systems.
- 2.2.1.3 Working on electrical, steam, chilled water systems or other energized systems.
- 2.2.1.4 Installing a temporary electrical service
- 2.2.1.5 Working with hazardous chemicals (including solvents and paints).
- 2.2.1.6 Handling, transporting or generating hazardous wastes (including hospital biological waste, waste oil, chemicals, condensate, etc).
- 2.2.1.7 Using a gas, diesel, or LPG (such as Propane) powered engines.
- 2.2.1.8 Working on gas pipe lines or associated equipment.
- 2.2.1.9 Operating a power vehicle or self-propelled work platform.
- 2.2.1.10 Excavation / trenching.
- 2.2.1.11 Using radioactive sources or conducting field radiography (x -ray).
- 2.2.1.12 Working with asbestos & asbestos – containing materials.
- 2.2.1.13 Working on security systems.
- 2.2.1.14 Working with compressed air / gases.
- 2.2.1.15 Working on heating, ventilation, or air conditioning equipment.





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- 2.2.1.16 Working with chemicals, polishing or grinding.
- 2.2.1.17 Working at heights of more than 06 feet or on roofs.
- 2.2.1.18 Entering or working in confined spaces like fuel tanks, trenches, service shafts, sewer system, etc.
- 2.2.1.19 Lifting or hoisting with cranes or hoists.
- 2.2.1.20 Blasting operations, etc.

2.3 **PERFORMANCE MONITORING**

- 2.3.1 The Contractors / Suppliers / Concessionaires shall monitor HSE performance of their employees and activities.
- 2.3.2 They shall in addition monitor all those performance monitoring actions agreed between CAA and the Contractors / Suppliers / Concessionaires.

2.4 **HOUSE KEEPING**

- 2.4.1 All Contractors / Suppliers / Concessionaires shall maintain good housekeeping by keeping work areas neat, clean, orderly, free of excess trash, debris and shall block walkways, stairs, exits, or create a tripping hazard. Poor housekeeping at a job site may lead to an increased potential for safety hazards and an increased frequency of accidents, falls, cuts, spills, leaks, fires or electrocution.
- 2.4.2 Tools, wires, materials shall not be left or haphazardly spread out at the work place.
- 2.4.3 Open holes, trenches, or excavations into which people may fall shall be identified, covered or provided with guardrails.
- 2.4.4 In order to protect the employees and environment, safety blinding shall be provided at all works execution sites, where necessary.

2.5 **REPORT OF ACCIDENT, INCIDENT, INJURY OR ILLNESS**

- 2.5.1 The area representatives of contractor shall inform fire, electrical, civil inquiries officials each day before start of work.
- 2.5.2 All work related accidents, incidents, fatalities, injuries, and illnesses must immediately be reported to the CAA authorized / designated officials.
- 2.5.3 Every incident / accident happened during execution of contractors work shall properly be analyzed as per **CAA0-015-MSXX** and if fall in Major / Catastrophic categories be published / mentioned in IOU report by the OPI Section / Branch.





Chapter 3

HAZARDOUS WASTE

3.1 HAZARDOUS WASTE MANAGEMENT

- 3.1.1 Hazardous waste generated by a Contractor / Supplier / Concessionaire as part of its work must be properly identified, stored and disposed in accordance with applicable laws / rules / regulations. The Contractor / Supplier / Concessionaire must coordinate with CAA representative(s) of relevant sections to provide a list of hazardous waste(s) which is / are likely to be generated during the project / activity, and to determine the location(s) for hazardous waste storage.
- 3.1.2 The Contractor / Supplier / Concessionaire must also ensure, at a minimum:
- 3.1.2.1 Proper labeling in terms of MSDS.
 - 3.1.2.2 Adequate secondary containment.
 - 3.1.2.3 Segregation of incompatible materials.
 - 3.1.2.4 Routine inspection of storage areas.
- 3.1.3 In addition, all hazardous waste containers shall be constructed of a material compatible with the waste, in sound condition, and kept securely closed to avoid spill or leakage.

3.2 WASTE DISPOSAL DOCUMENTS

The Contractors / Suppliers / Concessionaires shall be responsible for completing all waste disposal documents as per statutory / regulatory requirements, where applicable and as required by CAA. This may relate to CAA's own waste that is periodically removed for further disposal purposes, or waste created by Contractor / Supplier / Concessionaire while performing a task at CAA premises / areas under CAA's jurisdiction. OPI shall also ensure all normal wastes are also removed by the contracts.

3.3 TRAINING

Contractor / Supplier / Concessionaire must ensure that their employees are appropriately trained in hazardous waste management procedures. In the event a Contractor / Supplier Concessionaire encounters unidentified material that is reasonably believed to be hazardous (radioactive, volatile, corrosive, flammable, explosive, magnetic, infectious, toxic), the Contractor / Supplier / Concessionaire shall immediately stop work in the affected area and report the condition to the CAA's authorized / designated official(s). At no time shall such material be disposed in chutes, drains, pipes or in any other unauthorized manner.

3.4 TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS

- 3.4.1 Transportation of hazardous materials on CAA property shall be conducted in accordance with CAA specified instructions. It shall not be disposed to burn or be used in a manner that is harmful to people or environment. While transporting hazardous materials, Contractor / Supplier / Concessionaire shall ensure that no harm is done to people or environment because of poor containers, packing, covering, lashing, fixing, loading, stacking or improper vehicle or mode of transport.
- 3.4.2 All transportation of dangerous / hazardous goods and materials by air shall be conducted strictly in accordance with provisions of Part XVI, Sections 1-3 and 5-6 of the Civil Aviation Rules, 1994.

3.5 SPILL PREVENTION AND CONTROL

- 3.5.1 Based on the inventory of oil and hazardous chemicals that will be brought on-site, the Contractor / Supplier / Concessionaire shall have available equipment (e.g., secondary containment pallets, absorbent pads, absorbent booms, speed-dry etc.) that is suitable and sufficient to control a potential spill / release.





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- 3.5.2 The Contractor / Supplier / Concessionaire is responsible for identifying outlets to the environment (e.g., sumps, sewers, storm / floor drains, etc.) and adequately minimizing spill potential to these areas.
- 3.5.3 The Contractor / Supplier / Concessionaire is responsible for the proper storage of all flammable and combustible chemicals that are brought and/or stored on site to complete the work. Such storage may require the use of safety containers, safety cabinets, and/or secondary containment.
- 3.5.4 The Contractor / Supplier / Concessionaire shall also ensure that any incompatible chemicals are safely segregated. The Contractor / Supplier / Concessionaire is Responsible for maintaining and securing all chemical containers and all chemical storage-areas. This requires selecting locations and methods to minimize exposure to rainfall, surface water, and the ground surface or subsurface.
- 3.5.5 The Contractors / Suppliers / Concessionaires must ensure that their employees are adequately trained in spill control procedures and are aware of the use of spill control kits.
- 3.5.6 In the event of a release or spill, the Contractor / Supplier / Concessionaire must immediately inform CAA's authorized / designated official(s).

3.6 AIR EMISSIONS

- 3.6.1 Any conditions discovered which could result in an increase in air pollutant emissions must immediately be reported to the CAA's authorized / designated official(s).
- 3.6.2 Contractors / Suppliers / Concessionaires activities should not cause unacceptable level of emissions (emissions not meeting NEQS – National Environmental Quality Standards).
- 3.6.3 Contractors / Suppliers / Concessionaires shall immediately notify the CAA's authorized / designated official(s) whenever they become aware of any unintentional or intentional release of CFCs (Chloro-Fluoro Carbons), Halons etc.

3.7 WASTE WATER DISCHARGES

- 3.7.1 Waste water must NOT include any corrosive, flammable, or toxic substances / hazardous liquid, etc.
- 3.7.2 Contractor / Supplier / Concessionaire must ensure no waste water is discharged that violates NEQS.

3.8 BIOLOGICAL / CHEMICAL / RADIOACTIVE HAZARDS

- 3.8.1 Some CAA operations may involve the use of biological, chemical, or radioactive material that can be hazardous to persons or property, if not handled or disposed safely. Contractors / Suppliers / Concessionaire will mark the areas where work with biological, chemical, or radioactive materials is being performed with proper signs.
- 3.8.2 The Contractor / Supplier / Concessionaire shall not disturb damage or otherwise handle any suspected asbestos containing material.
- 3.8.3 The Contractor / Supplier / Concessionaire shall not sweep, dust, vacuum or mop dust / debris which are the product of a suspected asbestos containing material. The Contractor / Supplier / Concessionaire shall also not pick up or throw away any suspected asbestos-containing waste or trash.
- 3.8.4 Sand blasting, grinding, drilling, brazing, scraping, polishing of floors and other dust emitting surfaces will be done by persons wearing appropriate PPEs.

3.9 HAZARDOUS MATERIALS AND HAZARD COMMUNICATION

- 3.9.1 Hazardous materials shall not be handled or used by the Contractor / Supplier / Concessionaire without providing training to the concerned employees.





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- 3.9.2 No solvents, paints, or similar flammable, toxic, or irritating materials shall be used in CAA premises / areas under the jurisdiction of CAA unless specifically authorized by CAA.
- 3.9.3 Adequate ventilation shall be maintained when paints or solvents are used.
- 3.9.4 Flammable solvents and materials shall be used with extreme caution.
- 3.9.5 It shall be ensured that flammable paints and solvents are isolated and stored in approved locations, if inside the building.
- 3.9.6 The Contractor / Supplier / Concessionaire shall submit an inventory of all hazardous chemicals / liquids / materials that are brought on-site or sold to CAA. These should be accompanied by MSDS.
- 3.9.7 The Contractor / Supplier / Concessionaire shall also ensure that all containers that are brought on site for the storage of hazardous chemicals (e.g., gas, paint, etc.) are labeled and inspected for correctness.
- 3.9.8 The Contractor / Supplier / Concessionaire shall remove at earliest all hazardous chemicals that it brings on-site when work involving a specific hazardous chemical has been completed.





Chapter 4

SPECIFIC SAFETY REQUIREMENTS

4.1 CONFINED SPACE ENTRY

- 4.1.1 Contractor / Supplier / Concessionaire will obtain Confined Space Entry Certificate before entering / working in confined spaces. If during the course of work, the Contractor / Supplier / Concessionaire encounters a confined space that has not been previously identified by the CAA, it must immediately bring the space to the attention of the CAA's authorized / designated official(s), and delays entry until the space is examined by the CAA's authorized / designated official
- 4.1.2 When CAA and Contractor / Supplier / Concessionaire personnel are working in or near confined spaces, the Contractor / Supplier / Concessionaire shall coordinate all operations, with likely-to-be-affected CAA personnel before entry.
- 4.1.3 Prior coordination shall also be required on entering a confined space with or without a CAA employee

4.2 LOCK-OUT / TAG-OUT (WHERE APPLICABLE)

- 4.2.1 As part of CAA's Electrical Isolation / De-Isolation permit requirement, standard locks and tags are used to control the start-up of equipment that is being serviced or maintained by its employees. At no time shall the Contractor / Supplier / Concessionaire or its employees override any locks or tags that they encounter during the performance of their work.
- 4.2.2 The Contractors / Suppliers / Concessionaires are responsible for developing, implementing and maintaining their own Lock-out / Tag-out Program.
- 4.2.3 The Contractor / Supplier / Concessionaire shall submit a copy of its Lock-out / Tag-out Program to the CAA's authorized / designated official(s) before the start of any work.

4.3 GENERAL ELECTRICAL SAFETY

- 4.3.1 Temporary electrical connection(s), where required, shall be obtained from CAA as per the prescribed procedure only.
- 4.3.2 Only qualified electricians are permitted to work on electrical systems and equipment that use or control electrical / power.
- 4.3.3 Electrical tools or equipment shall not be operated in wet areas or areas where potentially flammable dusts, vapors, gases, or liquids are present, unless specifically approved.
- 4.3.4 Should a circuit breaker or other protective device "trip," it is to be ensured that a qualified electrician checks the circuit and equipment and corrects problem before resetting the breaker. Moreover, there should always be a provision for safety isolation of the circuit where needed
- 4.3.5 Barriers and post warning signs shall be erected to ensure that the non-authorized personnel stay clear of the work area.
- 4.3.6 Hazards (lack of protective guards or covers, damaged equipment, etc.) shall be reported to the CAA's authorized / designated official(s) immediately.
- 4.3.7 Electrical boxes, switch gear, cabinets, or electrical rooms shall not be left open when not directly attended.
- 4.3.8 It shall be ensured to insulate energized parts when have been removed or doors are closed. Use of cardboard, plywood or other flammable to cover energized circuits is prohibited.
- 4.3.9 Proper grounding / earthing and arc quenching, where required, shall be ensured.





4.3.10 The size of the cable / conductor should match with the actual on-site requirement.

4.4 **COMPRESSED GAS CYLINDERS**

The following measures must be taken for the protection of persons and property:

- 4.4.1 All the cylinders brought in by the Contractors / Suppliers / Concessionaires shall have valid test certificates performed by a certified testing agency.
- 4.4.2 Pressure and leak testing shall invariably be carried out and documented in all jobs associated with compressed gas or liquid handling.
- 4.4.3 Valve protection caps must be in place when compressed gas cylinders are transported, moved, or stored.
- 4.4.4 Cylinder valves must be closed and valve covers must be replaced when work is complete and when cylinders are empty or moved.
- 4.4.5 Compressed gas cylinders must be secured in an upright position in a welding cart or to a solid object (using chains, straps, or a rigid retaining bar).
- 4.4.6 Compressed gas cylinders must be secured on an approved carrier while being transported.
- 4.4.7 Cylinders shall be kept at a safe distance or shielded from welding or cutting operations. Cylinders shall not be placed where they can contact an electrical circuit.
- 4.4.8 It shall be ensured to keep oxygen and flammable gas regulators in proper working order and a wrench in position on the acetylene valve when in use.
- 4.4.9 If a leak develops in a cylinder and it cannot be immediately corrected, the cylinder shall be moved to a safe location outside the building / away from the location of work.
- 4.4.10 Cylinders must not be taken into or stored in confined spaces.
- 4.4.11 Empty & filled cylinders must be kept separately.
- 4.4.12 Hoses and regulators must not be stored in unventilated or closed containers or areas.

4.5 **WELDING, CUTTING AND BRAZING**

The Contractors / Suppliers / Concessionaires shall ensure the following:

- 4.5.1 Obtain PTW.
- 4.5.2 Inform CAA's authorized / designated official(s) prior to the start of any welding / cutting / brazing work.
- 4.5.3 Remove combustible materials from the area before beginning work.
- 4.5.4 Install anti flashback (safety / check) valves in both the oxygen / acetylene hoses at the regulator.
- 4.5.5 Shield adjacent areas with welding partitions.
- 4.5.6 Persons involved are adequately trained in using portable fire extinguishers.
- 4.5.7 Have a second person trained in basic firefighting as standby with an approved fire extinguisher for welding and cutting operations.

4.6 **CRANES AND RIGGING**

- 4.6.1 Each crane or hoist brought onto CAA property must have a valid inspection testing performed by a certified testing agency.
- 4.6.2 The operator is responsible for the proper placement of the crane in relationship to the load to be handled and the landing area so as to obtain the best rated lift capacity, and the installation and maintenance of crane swing radius protection.
- 4.6.3 All operators must possess a valid crane / hoist operating / driving license as applicable.





HSE MANUAL FOR CAA CONTRACTORS. SUPPLIERS & CONCESSIONAIRES

4.7 **FITNESS**

- 4.7.1 Suppliers / Contractors / Concessionaires shall ensure that all their personnel working in CAA premises are medically fit to perform their assigned tasks.
- 4.7.2 If requested by CAA, Contractors / Suppliers / Concessionaires shall provide the fitness / health certificates of their employees.

4.8 **DRIVING**

- 4.8.1 All Contractors' / Suppliers' / Concessionaires' vehicles while in CAA premises or performing CAA duties shall adhere to speed limits (applicable in that particular zone), and also comply with all other traffic and road safety regulations of CAA.
- 4.8.2 The drivers should be in possession of valid driving license.
- 4.8.3 All Contractor / Supplier / Concessionaire vehicles should have:
 - 4.8.3.1 Standard seat belts. The seat belts should be neat and clean and in proper working condition.
 - 4.8.3.2 Standard fire extinguisher.
 - 4.8.3.3 Standard first aid box.

4.9 **INDEMNITY**

Suppliers / Contractors / Concessionaires shall keep harmless and indemnify Pakistan CAA against all losses, damages, injuries, death of any person, claims, actions, third party action arising out of acts and omissions by their employees/ personnel or non-compliance with the terms and conditions as stated herein and/or any applicable laws and regulation. Contractor shall take clearance with concerned offices before handing / taking over the area to be restored on the same condition(s) as was/were before start of work (as per contract agreement).



**SCHEDULE OF PRICES
FORMAT FOR FINANCIAL PROPOSAL**

Civil & Horticulture Works – R&M Services Monthly Cost

FINANCIAL PROPOSAL FORM

SR. NO.	DESIGNATION	TOTAL MONTHLY COST FOR THE SERVICE (PKR)		Annual Cost for the Services (PKR)
		In Words	In figures	(Monthly Cost x 12)
1.	Site Management and Supervisory			
2.	Plumbing services			
3.	Carpentry Services			
4.	Painting Services			
5.	Glass & Aluminum Works and Welding Services			
6.	Masonry Services			
7.	Sewerage / Drainage / Cleaning Services			
8.	Support / Helping Services			
9.	Horticulture and Landscape Maintenance Services			
	Total Monthly Cost For R&M Services (A)			

***Note:** Service Provider shall include in the Contract Cost all expenses associated with this Contract including but not limited to wages, regulatory payments, including all applicable taxes, EOBI, Uniform, Service Charges, tools, standard consumables etc. (as defined in Conditions of Contract). Subject to Clause-14.9 of CoC, the Contract Cost shall be unconditional and no additional amount would be included in the quoted cost at a later stage. Moreover, Contractor has to ensure provision of minimum wages as notified by the government of Pakistan or mentioned in Schedule 'C' to the Conditions of Contract, whichever is higher.

Authorized signatures
with company stamp

ABSTRACT OF COST

Total R&M Services Monthly Cost = _____ (PKR)

BID PRICE

Contract Cost = Total Monthly R&M Services Cost X 24

Contract Cost = _____ (In Figures)

Contract Cost = _____

CONSTRUCTION EXPERIENCE

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name (if any): _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____
3. Key Requirement no 3 in accordance with 4.2 (c): _____
4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned [insert either “Contractor’s Representative” or “Key Personnel” as applicable] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]
Time commitment:	[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor’s Representative or Key Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration- ☐ Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for [number] years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the [number] years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.