

Request for Proposal

RFP For Engagement of Consultant For GAP Assessment of Quality Management System (QMS) And State Safety Program (SSP) (Re-tender)
(Consultancy Services)

National

Single Stage-Two Envelope



August 27, 2026

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PROCUREMENT NOTICE

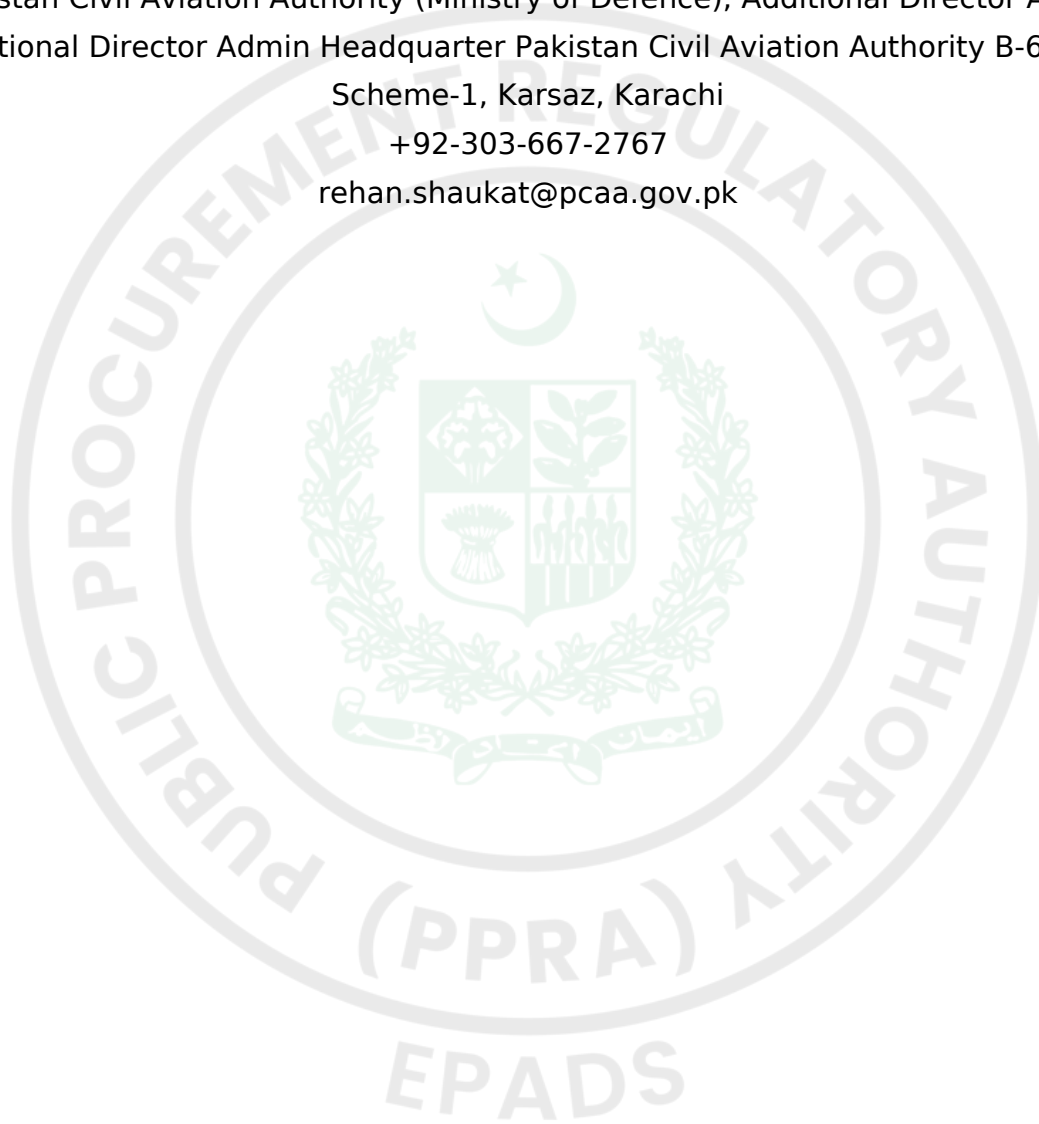
PROCUREMENT OF CONSULTANCY SERVICES

1. The **Pakistan Civil Aviation Authority (Ministry of Defence)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Civil Aviation Authority (Ministry of Defence)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of “**RFP For Engagement of Consultant For GAP Assessment of Quality Management System (QMS) And State Safety Program (SSP) (Re-tender)**” with the reference of “**P102460**”
2. The **Pakistan Civil Aviation Authority (Ministry of Defence)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** 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 proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** 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/102460>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, September 14, 2026 11:00 AM**. Proposals will be opened on the same day at **Monday, September 14, 2026 11:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm 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>

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. General Provisions

1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. General Considerations

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4. Language

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. Only One Proposal

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. Proposal Validity

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

7.4. Extension of Validity Period

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. Bid security/Bid Securing Declaration

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. Clarification and Amendment of RFP

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. Preparation of Proposals - Specific Considerations

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. Financial Proposal

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. Taxes

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. Currency of Proposal

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. Submission/withdrawal of Proposals

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. Opening of Proposal

15.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. Evaluation of Technical Proposals

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. Opening of Financial Proposals

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

18. Correction of Errors

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

19. Conversion to Single Currency

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. Selection Technique

20.1. Quality and Cost Based Selection

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. Fixed-Budget Selection (FBS)

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. Least-Cost Selection.

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. Negotiations

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. Availability of Key Experts

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. Award of Contract

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. Grievance Redressal Mechanism

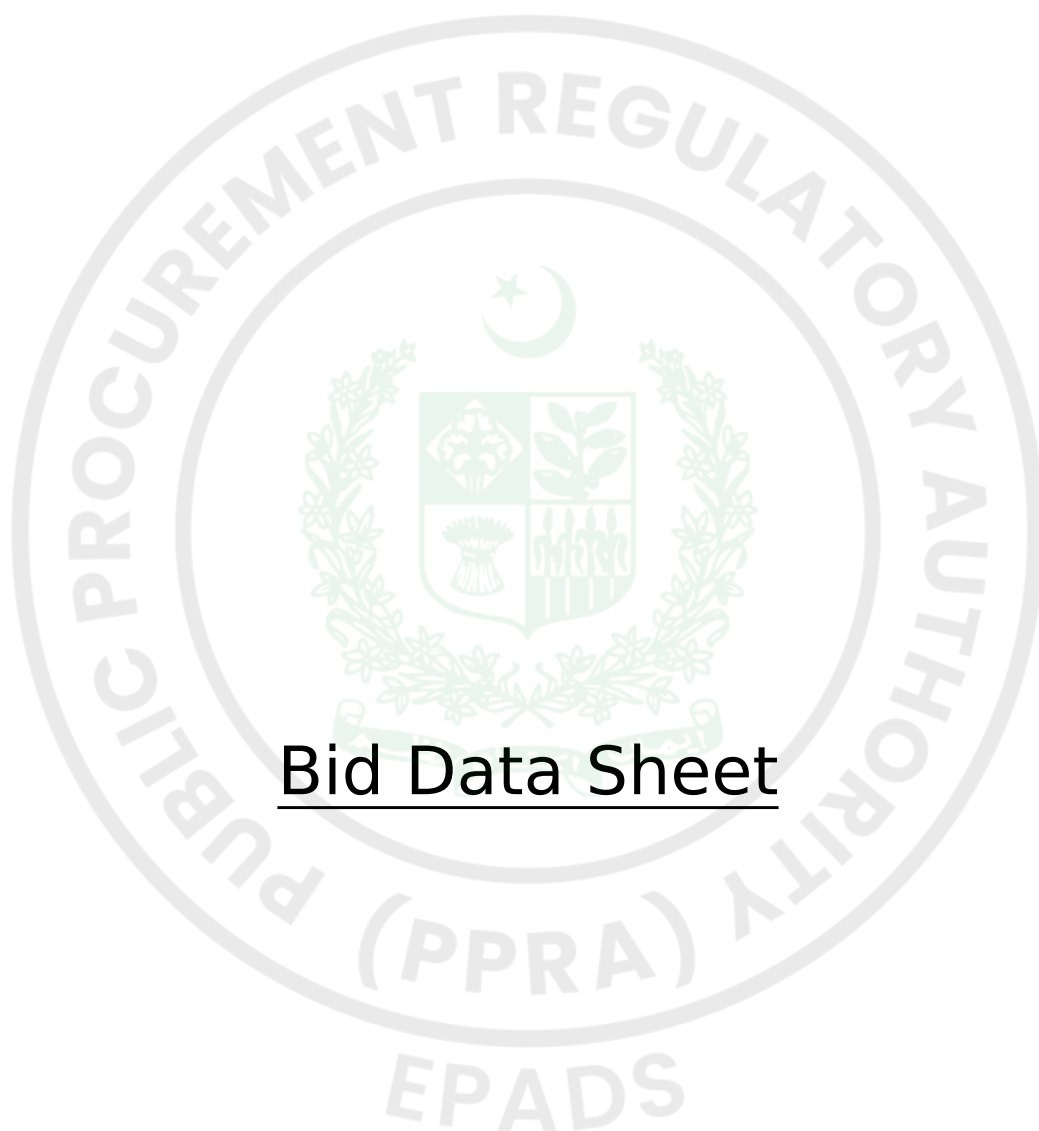
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. Mechanism of Blacklisting

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. Environmental objectives

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured



Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of 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. General

1

1.1

Name of Procuring Agency: **Pakistan Civil Aviation Authority (Ministry of Defence)**

The subject of procurement is: **RFP For Engagement of Consultant For GAP Assessment of Quality Management System (QMS) And State Safety Program (SSP) (Re-tender)**

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

Name and identification number of the Contract: **P102460**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, September 5, 2026

B. Preparation of Proposals

BDS Clause Number 3

ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4

ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6

ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 7

ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 8

ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9

ITB Number 105

The price shall be **Fixed**.

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

BDS Clause Number 10

ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 11

ITB Number 7.6

Services and Their related documents:

See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12

ITB Number 8.1 & 8.2

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**

BDS Clause Number 13

ITB Number 13.1

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

BDS Clause Number 14

ITB Number 14.1

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

Additional Director Admin Headquarter Pakistan Civil Aviation Authority B-6, KDA Scheme-1, Karsaz, Karachi

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

The deadline for Bids submission is: **Monday, September 14, 2026 11:00 AM**

BDS Clause Number 15

ITB Number 15.1

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

Day : **Monday**

Date: **Monday, September 14, 2026**

Time : **11:30 AM**

BDS Clause Number 16

ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18

ITB Number 21.5

The Performance guarantee shall: **10.00%**.

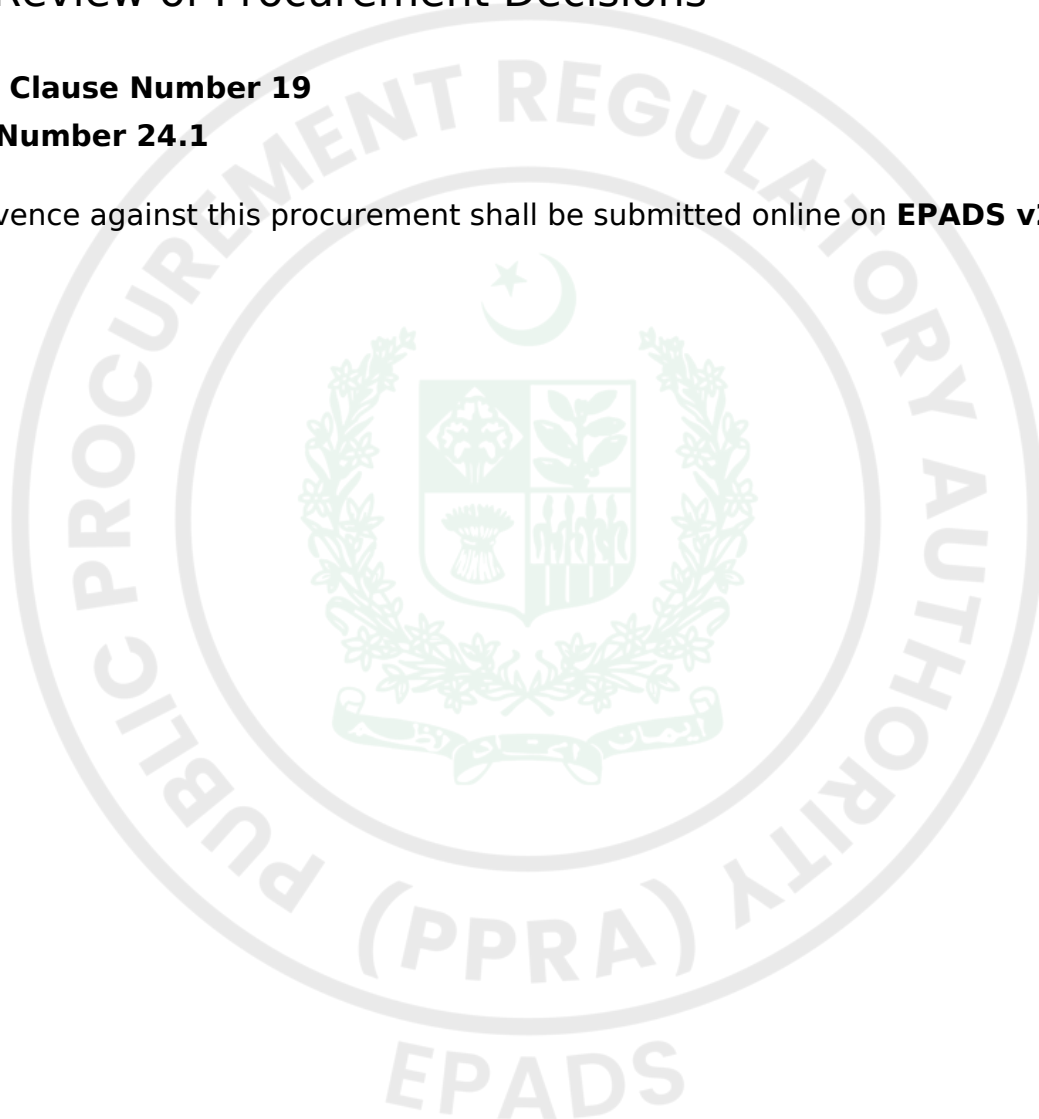
The Performance Guarantee shall be acceptable in the form of: **Pay Order, Bank Guarantee**

G. Review of Procurement Decisions

BDS Clause Number 19

ITB Number 24.1

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



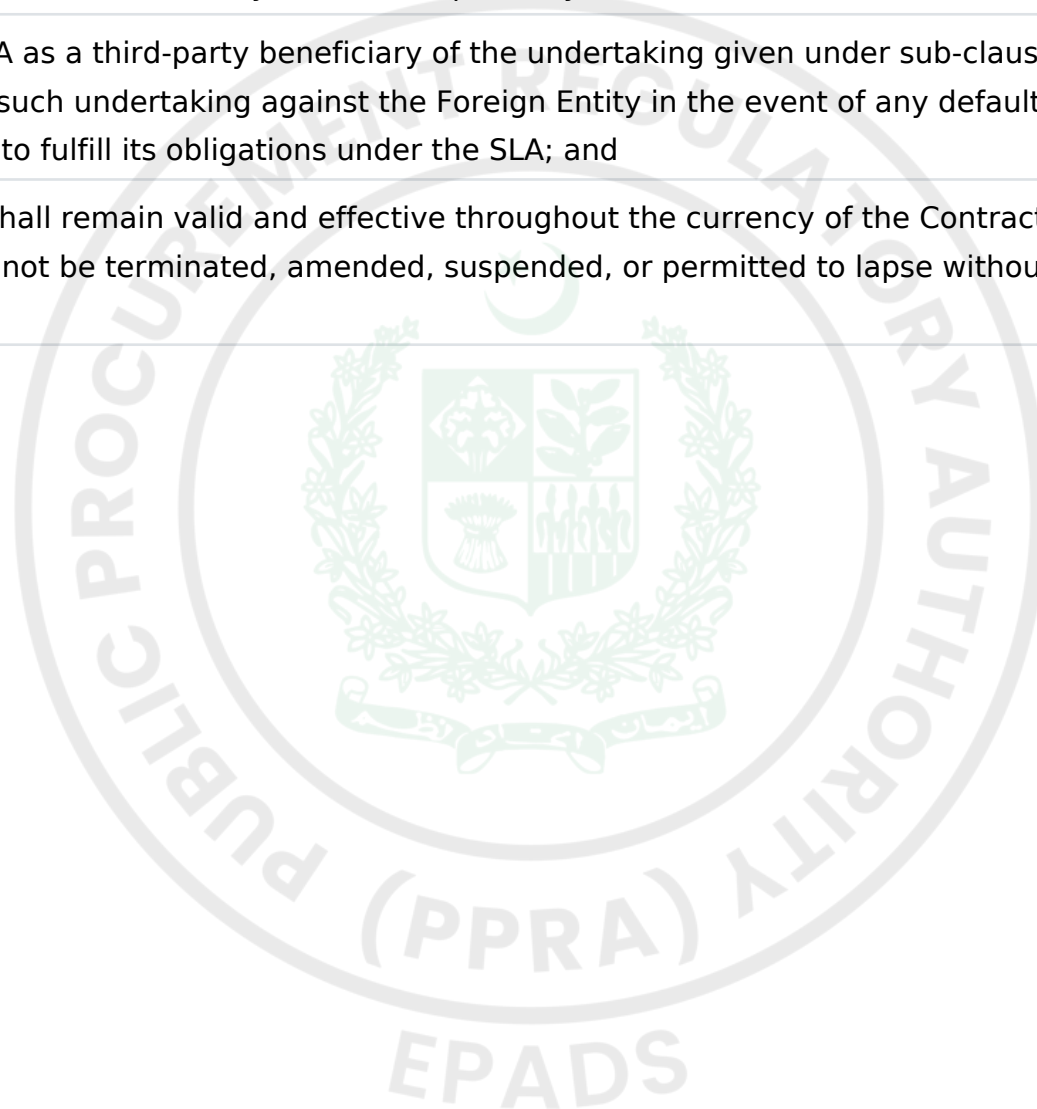
Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	SECP
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Note: Each Bidder shall be required to meet all of the following mandatory eligibility requirements. Failure to provide satisfactory documentary evidence in respect of any of the requirements listed below shall render the Proposal non-responsive and liable to rejection without further evaluation:	No

Notarized document(s) establishing the bidder is an incorporated company and registered with the Securities and Exchange Commission of Pakistan (SECP), i.e., Certificate of Incorporation along with Memorandum and Articles of Association.	Yes
Notarized document(s) showing that the bidder is registered with the Federal Board of Revenue (FBR), has a valid National Tax Number, and is included in the Active Taxpayer List.	Yes
Evidence showing that the bidder has an established operational presence in at least three (03) cities of Pakistan.	Yes
Notarized documentary proof of the bidder's accreditation from the Pakistan National Accreditation Council (PNAC).	Yes
An undertaking executed on stamp paper of not less than PKR 100/-, certifying that the Bidder has not been blacklisted or debarred by any Government or semi-government organization / Department or foreign country, international organization or other foreign institution.	Yes
An undertaking executed on stamp paper of not less than PKR 100/- to the effect that the bidder has never indulged in corrupt, fraudulent or collusive practice in competing for contracts.	Yes
A duly signed Integrity Pact, executed on stamp paper of PKR 200/-, in the format provided in this RFP.	Yes
Note: In case the Bidder intends to provide the requisite Consultancy Services in collaboration with any Foreign Entity (i.e., a legal entity incorporated outside Pakistan which is a group company, affiliate, or technical partner of the Bidder), and intends to rely upon the relevant experience of such Foreign Entity for meeting the requirements of Evaluation ahead and utilize its expertise or technical capability for the performance of the Consultancy Services (Contd. below with (a), (b) & (c):	Yes
Note Contd: the Bidder shall submit a Service Level Agreement ("SLA") executed between the Bidder and the Foreign Entity. The SLA shall provide, without any condition, qualification, limitation, or restriction affecting PCAA's rights, that the Foreign Entity shall (Read with below (a), (b) & (c):	No

(a) Undertake to make available to the Bidder, and ensure the continued availability throughout the term of the Contract, including any extension thereof, of the named technical experts, systems and other resources required for the proper performance of the Consultancy Services required by PCAA;	No
(b) Expressly recognize PCAA as a third-party beneficiary of the undertaking given under sub-clause (a) above, with the right to directly enforce such undertaking against the Foreign Entity in the event of any default by the Bidder or failure by the Foreign Entity to fulfill its obligations under the SLA; and	No
(c) Undertake that the SLA shall remain valid and effective throughout the currency of the Contract, including any extension thereof, and shall not be terminated, amended, suspended, or permitted to lapse without the prior written consent of PCAA.	No



Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	100
Passing Marks	70
Experience in Gap Assessment of QMS (ISO 9001)	
05 Marks for each assignment related to QMS Gap Analysis. Documentary Evidences / Certificates to be provided (Qualitative)(Doc Required)	20
Experience in Gap Assessment of SSP / SMS (ICAO Annex 19)	
05 Marks for each assignment Documentary Evidences / Certificates to be provided (Qualitative)(Doc Required)	20
Experience in Aviation Sector (e.g., CAA, Airlines, ANSPs, Aerodromes, GHAs, ATOs, Military Aviation etc.)	
05 Marks for each aviation related assignment Certificates of Aviation Organizations to be provided (Qualitative)(Doc Required)	20
Qualification & Experience of Proposed Team (QMS + SSP Experts)	
02 Marks for each QMS Lead Auditor (Max 10 Marks) IRCA/ICAO approved certificates and CVs to be provided (Qualitative)(Doc Required)	10

02 Mark for each SSP / SMS Expert (Max 10 Marks) IRCA/ICAO approved certificates and CVs to be provided (Qualitative)(Doc Required)	10
Audited Financial Statements for last three fiscal years for assessment of financial health.	
04 Marks for provision of 03 years audited financial statements 02 Marks for each of 03 years if turn over above 10 million in each year. Certified True Copies of Financial Audited Statements to be provided (Qualitative)(Doc Required)	10
Relevant Training / Capacity Building Experience (QMS / SMS / SSP)	
01 Mark for each year of QMS Training Experience (Max 05) Certificates along with training material to be provided (Qualitative)(Doc Required)	5
01 Mark for each year of SSP/SMS Training Experience (Max 05). Certificates along with training material to be provided (Qualitative)(Doc Required)	5

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Engagement of Consultant For GAP Assessment of Quality Management System (QMS) And State Safety Program (SSP)	Address: Additional Director AdminHeadquarterPakistan Civil Aviation Authority B-6, KDA Scheme-1, Karsaz, Karachi Schedule: The total duration of the assignment shall be eight (08) weeks from the date of commencement of services Quantity: 1/job Quantity: 1 job	1/job	1000000 PKR

Related Services :

No



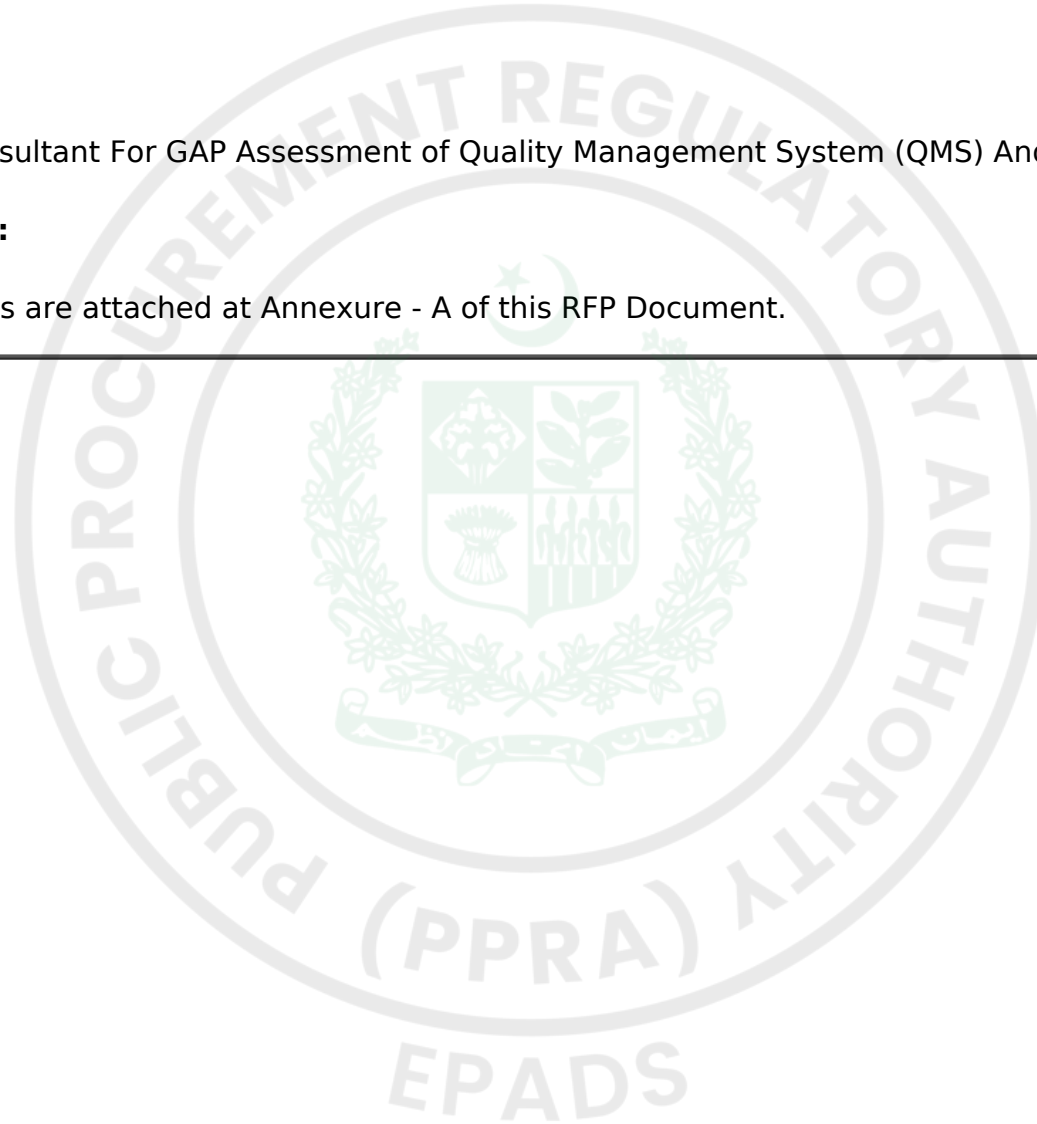
TORS (Terms of References)

Positions Without Lots :

Position: Engagement of Consultant For GAP Assessment of Quality Management System (QMS) And State Safety Program (SSP)

TORs (Terms of Reference):

Complete Scope of Work / ToRs are attached at Annexure - A of this RFP Document.



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 Provisions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1.1. “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. “**Applicable Law**” means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. “**Consultant**” means an individual consultant or a consulting firm as the case may be;
- 1.4. “**Contractor’s Personnel**” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. “**Day**” means calendar day unless indicated otherwise.
- 1.6. “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. “**Foreign Currency**” means any currency other than the Pakistani Rupees.
- 1.9. “**GCC**” means these General Conditions of Contract.
- 1.10. “**Government**” means the Government of Pakistan.
- 1.11. “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- 1.13. “**Local Currency**” means the currency of Pakistan
- 1.14. “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. “**Party**” means the Procuring Agency or the Consultant, as the case may be, and “**Parties**” means both of them.

1.16. "Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant 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.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. Authorized Representatives

9.1. 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 Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant 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.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. 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.

16. Modifications or Variations

16.1. 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 proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. Force Majeure

17.1. Definition

17.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. No Breach of Contract

17.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.3. Measures to be Taken

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3. Any period within which a Party 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.

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. Suspension

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) By the Procuring Agency

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant 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;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) 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.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) 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 Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. Cessation of Services

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. e.Payment upon Termination

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

20.1. Standard of Performance

20.1.1. The Consultant 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 Consultant 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.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. Law Applicable to Services

20.2.1. The Consultant 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-consultants, comply with the Applicable Law.

21. Conflict of Interests

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. Consultant and Affiliates Not to Engage in Certain Activities

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

21.1.3. Prohibition of Conflicting Activities

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

21.1.4. Strict Duty to Disclose Conflicting Activities

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', 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 specified in the SCC, and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Procuring Agency in Reports and Records

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

28. Equipment, Vehicles and Materials

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. Replacement/ Removal of Experts – Impact on Payments

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. Access to Project Site

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. Change in the Applicable Law Related to Taxes and Duties

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. Services, Facilities and Property of the Procuring Agency

39.1. The Procuring Agency shall make available to the Consultant 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 (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. Ceiling Amount

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Reimbursable Expenses

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. Mode of Billing and Payment

46.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. Good Faith

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

49. Amicable Settlement

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider 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 Project –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 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.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. 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 Procuring Agency shall pay the Service Provider any monies due the Service Provider.





Special Conditions of Contract

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>

Number of GC Clause 3.1

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

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Pakistan Civil Aviation Authority (Ministry of Defence), Additional Director Admin Additional Director Admin Headquarter Pakistan Civil Aviation Authority B-6, KDA Scheme-1, Karsaz, Karachi

The Consultant Address:

The title of the subject procurement is:RFP For Engagement of Consultant For GAP Assessment of Quality Management System (QMS) And State Safety Program (SSP) (Re-tender)

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Civil Aviation Authority (Ministry of Defence), Additional Director Admin
Additional Director Admin Headquarter Pakistan Civil Aviation Authority B-6, KDA Scheme-1, Karsaz, Karachi
+92-303-667-2767
rehan.shaukat@pcaa.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state “N/A”]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert “N/A” or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be *[insert time period, e.g.: four months].*

Commencement of Services:

The number of days shall be *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be *[insert time period, e.g.: twelve months].*

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration *[insert “applies” or “ does not apply”]*

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after

the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

{ or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{ or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: PKR

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

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

Bid Securing Declaration

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

Bid No.: **P102460**

To: **Pakistan Civil Aviation Authority (Ministry of Defence), Additional Director Admin Additional Director Admin Headquarter Pakistan Civil Aviation Authority B-6, KDA Scheme-1, Karsaz, Karachi**

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

FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency or Recipient] (hereinafter called the “Procuring Agency”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate:)] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
 - Terms of Reference Appendix
 - Key Experts Appendix
 - Remuneration Cost Estimates Appendix)
 - Reimbursable Cost Estimates Appendix
 - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]



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: **Pakistan Civil Aviation Authority (Ministry of Defence), Additional Director Admin Additional Director Admin Headquarter Pakistan Civil Aviation Authority B-6, KDA Scheme-1, Karsaz, Karachi**

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]*

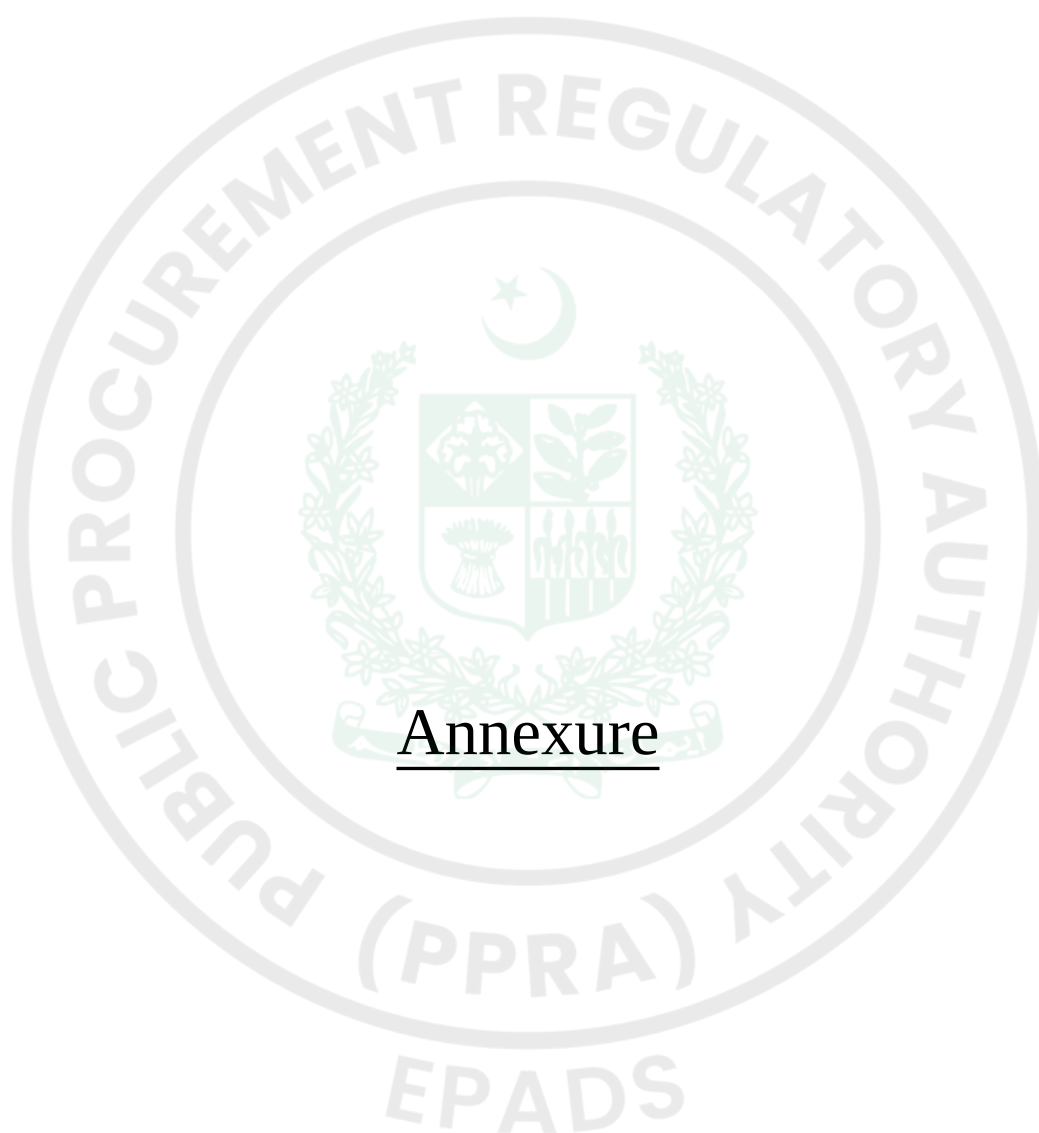
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Annexure A - Scope of Work and T&C (Duly Signed and Stamped by the Bidder)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure A - Scope of Work and T&C (Duly Signed and Stamped by the Bidder)** (page number: 66)

Annexure B - Contract Agreement Draft

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure B - Contract Agreement Draft** (page number: 73)

Annexure C - Financial Proposal Forms (Fin Form 1, 2, 3 & 4)

All Bidders are required to submit thier Financial Bid on the attached Annexure C, completed in all respect.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure C - Financial Proposal Forms (Fin Form 1, 2, 3 & 4)** (page number: 92)



Procurement Forms







Additional Forms and Documents

ANNEXURE – A

SCOPE OF WORK and T&C

1. SCOPE OF WORK

1.1. The Consultant shall undertake a comprehensive Gap Assessment of the Quality Management System (QMS) and State Safety Programme (SSP) of the Pakistan Civil Aviation Authority (PCAA) in accordance with:

1.1.1. ISO 9001:2015 - Quality Management Systems - Requirements; and

1.1.2. International Civil Aviation Organization (ICAO) Annex 19 (Safety Management) and relevant ICAO guidance material including, but not limited to, ICAO Doc 9859 (Safety Management Manual) and ICAO Doc 10004 (Global Aviation Safety Plan).

1.2. The total duration of the assignment shall be **eight (08) weeks** from the date of commencement of services as specified in the Letter of Commencement to be issued by PCAA.

1.3. The Consultant shall conduct the gap assessment through a structured and systematic methodology comprising the following Work Packages (WP):

1.4. **WP1 – Project Initiation & Preparation:** The Consultant shall initiate the work by establishing the project framework and ensuring readiness for assessment activities. This shall include:

<u>Work Required:</u>
• Conducting a kick-off meeting to confirm scope, objectives, methodology, timelines, and key stakeholders. • Identifying and coordinating collection of relevant QMS and SSP documentation. • Undertaking a preliminary review to develop a baseline understanding of existing systems. • Finalizing the assessment methodology, tools, and detailed work plan.
<u>Deliverable:</u>
• Inception Report, comprising: ❖ Detailed assessment methodology and approach; ❖ Work plan with timelines and milestones for each Work Package; ❖ List of documentation requirements and data collection instruments; and ❖ Risk assessment and mitigation plan for the assignment. • List of identified stakeholders and composition of the assessment team, including qualifications and roles of each team member • Confirmation of receipt of complete documentation package required for review under WP2.
<u>Payment Milestone:</u>
• Upon submission and acceptance by PCAA of the Inception Report and other deliverables under this phase, the Consultant shall be entitled to invoice PCAA

for WP1 Price.

1.5. **WP2 – Documentation Review:** The Consultant shall carry out a comprehensive and structured review of PCAA's existing documentation to assess the design, adequacy, and compliance of the QMS and SSP frameworks against the applicable standards. This Work Package shall include the following:

Work Required:

- Detailed review of QMS and SSP manuals, standard operating procedures (SOPs), orders, policies, work instructions, audit reports, corrective and preventive action records, safety performance indicators, risk registers, and all other relevant safety oversight and quality management documentation;
- Assessment of the extent to which PCAA's documented QMS and SSP frameworks are aligned with the requirements of ISO 9001:2015 and ICAO Annex 19, respectively, and identification of gaps in documentation;
- Evaluation of the clarity, completeness, consistency, and accessibility of documented procedures and policies;
- Identification of preliminary gaps, inconsistencies, ambiguities, and areas requiring further verification through on-site assessment; and
- Refinement and finalization of the on-site assessment plan, including development of interview guides, observation checklists, and evaluation criteria for WP3.

Deliverable:

- Documentation Review Report, comprising:
 - ❖ Summary of all documentation reviewed;
 - ❖ Analysis of alignment with ISO 9001:2015 and ICAO Annex 19 requirements;
 - ❖ Identification of preliminary gaps and areas of non-conformity or partial conformity; and
 - ❖ Recommendations for documentation improvements.
- Refined On-Site Assessment Plan, including:
 - ❖ Detailed schedule of interviews, observations, and site visits; and
 - ❖ Interview guides and evaluation checklists

Payment Milestone:

- Upon submission and acceptance by PCAA of the Documentation Review Report and Refined On-Site Assessment Plan under this phase, the Consultant shall be entitled to invoice PCAA for WP2 Price.

1.6. **WP3 – On-Site Assessment (QMS & SSP Experts):** The Consultant shall conduct a comprehensive on-site assessment to evaluate the effectiveness of implementation of the QMS and SSP across all relevant PCAA functions, directorates, and branches. The on-site assessment shall be conducted by two (02) qualified and experienced specialists — one (01) QMS Expert and one (01) SSP/SMS Expert — deployed in parallel for a minimum of five (05) working days each

at PCAA's Headquarters and, where required, additional office locations as agreed during project initiation. The assessment shall cover the following functional domains: Airworthiness (AIR), Flight Operations (OPS), Aerodromes (AGA), Air Navigation Services (ANS), Accident Investigation (AIG), Legal (LEG), Organization (ORG), Personnel Licensing (PEL), and the State Safety Programme (SSP). This Work Package shall include the following:

<u>Work Required:</u>
• Deployment of one (01) QMS Lead Auditor and one (01) SSP/SMS Expert working in parallel (minimum five (05) working days each) at PCAA's Headquarters and such other locations as agreed during project initiation, to conduct structured interviews, consultations, observations, and process walkthroughs across the key functional domains specified herein; • Assessment of governance structures, organizational roles and responsibilities, management commitment, resource allocation, and accountability mechanisms related to QMS and SSP; • Evaluation of operational processes, safety oversight functions, risk management practices, safety performance monitoring, internal audit mechanisms, management review processes, and continual improvement initiatives; • Validation of findings from the Documentation Review (WP2) and identification of gaps between documented procedures and actual implementation; • Assessment of the effectiveness of coordination, communication, and information-sharing mechanisms within PCAA and with external stakeholders (e.g., regulated entities, ICAO, other civil aviation authorities); • Evaluation of safety culture, reporting culture, and staff awareness and competence in relation to QMS and SSP requirements.
<u>Deliverable:</u>
• Opening Presentation to PCAA management, outlining: ❖ Assessment methodology and scope; ❖ Schedule of on-site activities; and ❖ PCAA personnel and units to be engaged. • Closing Debrief Presentation to PCAA management, comprising: ❖ Preliminary findings and key observations; ❖ Identification of strengths and areas of good practice; ❖ Summary of gaps and areas requiring improvement; and ❖ Clarification of any outstanding issues or concerns.
<u>Payment Milestone:</u>
• Upon completion of the on-site assessment activities and delivery of the Closing Debrief Presentation under this phase, the Consultant shall be entitled to invoice PCAA for WP3 Price.

1.7. **WP4 – Gap Analysis & Recommendations:** The Consultant shall perform a comprehensive gap analysis, integrating findings from WP2 and WP3, and shall develop actionable, prioritized, and time-bound recommendations for the enhancement of PCAA's QMS and SSP. This Work Package shall include the following:

<u>Work Required:</u>
• Conducting a comparative analysis of PCAA's existing QMS and SSP systems against the requirements of ISO 9001:2015 and ICAO Annex 19, respectively, and identifying all areas of non-conformity, partial conformity, and opportunities for improvement; • Assessment and categorization of identified gaps based on their severity, impact on safety and quality, and urgency of remedial action; • Identification of strengths, good practices, and areas where PCAA demonstrates compliance or exceeds the minimum requirements of the applicable standards; • Development of specific, measurable, achievable, relevant, and time-bound (SMART) recommendations for each identified gap, including proposed corrective actions, responsible parties, and resource requirements; • Preparation of a prioritized and time-bound Implementation Roadmap, categorizing recommendations into short-term (0-6 months), medium-term (6-12 months), and long-term (12-24 months) actions, with clear milestones and success criteria; • Preparation and submission of a Draft Gap Assessment Report for review and feedback by PCAA; • Incorporation of PCAA's feedback and finalization of the Gap Assessment Report; and • Delivery of a formal presentation of findings, recommendations, and the Implementation Roadmap to PCAA's management.
<u>Deliverable:</u>
• Draft Gap Assessment Report, comprising: ❖ Executive Summary; ❖ Methodology and scope of the gap assessment; ❖ Summary of documentation review and on-site assessment findings; ❖ Detailed gap analysis with reference to specific clauses of ISO 9001:2015 and ICAO Annex 19; ❖ Identification of strengths and areas of good practice; ❖ Specific recommendations for each identified gap; and ❖ Annexes containing supporting evidence, interview summaries, and checklists. • Final Gap Assessment Report, incorporating PCAA's feedback and comments on the Draft Report; • Prioritized Implementation Roadmap, presented in tabular and/or Gantt chart

format, specifying: ❖ Recommended actions; ❖ Priority level (high, medium, low); ❖ Timeframe for implementation (short, medium, long-term); ❖ Responsible department or function; ❖ Required resources; and ❖ Key performance indicators (KPIs) or success criteria; and • Final Presentation to PCAA senior management, summarizing key findings, recommendations, and the Implementation Roadmap.
<u>Payment Milestone:</u>
• Upon submission and final acceptance by PCAA of the Final Gap Assessment Report, Prioritized Implementation Roadmap, and delivery of the Final Presentation under this phase, the Consultant shall be entitled to invoice PCAA for WP4 Price.

2. **TERMS & CONDITIONS:**

2.1. The following Terms & Conditions shall form an integral part of the Contract Agreement to be executed with the successful Bidder:

2.1.1. The Consultant shall carry out the Gap Assessment of PCAA's Quality Management System (QMS) in accordance with ISO 9001:2015 - Quality Management Systems - Requirements, and the State Safety Programme (SSP) in accordance with International Civil Aviation Organization (ICAO) Annex 19 to the Convention on International Civil Aviation - Safety Management, Third Edition (2025), and relevant ICAO guidance material.

2.1.2. All costs related to travel, boarding, lodging, and associated expenses of the Consultant's personnel shall be borne by the Consultant and shall be deemed included in the quoted Financial Proposal. PCAA shall provide only local transportation within assessment locations, where required.

2.1.3. The Consultant shall submit all deliverables within the agreed timelines specified in the Scope of Work and the Contract Agreement. Time shall be of the essence in the performance of this Contract.

2.1.4. Payment shall be made to the Consultant on a milestone basis, subject to the satisfactory completion and acceptance by PCAA of the deliverables for each Work Package.

2.1.5. Each milestone payment shall be subject to the following conditions precedent:

2.1.5.1. Submission by the Consultant of the specified deliverables in the format and to the standard required under the Contract;

2.1.5.2. Review and acceptance of the deliverables by PCAA; and

2.1.5.3. Submission by the Consultant of a valid invoice addressed to the Additional Director AQMS (or such other designated authority as PCAA may notify in writing).

2.1.6. Any activities beyond the agreed Scope of Work (WP1 to WP4) shall not be undertaken

without prior written approval of PCAA and shall be subject to mutually agreed terms and conditions.

2.1.7. All payments shall be made in Pakistani Rupees (PKR) through bank transfer to the Consultant's designated bank account in Pakistan.

2.1.8. In the event that PCAA determines that any deliverable is incomplete, deficient, or does not meet the required standard, PCAA shall notify the Consultant in writing, specifying the deficiencies. The Consultant shall, within seven (07) calendar days of receipt of such notice (or such other period as PCAA may specify), rectify the deficiencies and resubmit the deliverable. Payment shall not be released until the deliverable has been accepted by PCAA.

2.1.9. Any activities, services, or deliverables beyond the agreed Scope of Work (WP1 to WP4) shall not be undertaken by the Consultant without the prior written approval of PCAA. Any such additional work, if approved, shall be subject to mutually agreed terms and conditions, including pricing, timelines, and deliverables, which shall be documented in a written amendment to the Contract Agreement signed by both parties.

2.1.10. In the event that the scope of the gap assessment is extended by PCAA to include additional Directorates, Branches, functional areas, or operational units not originally contemplated in the Scope of Work, the rates quoted by the Consultant in its Financial Proposal shall remain unchanged and shall apply to all such additional work. Any such extension shall be subject to mutual written agreement on the revised scope, timelines, and deliverables, and shall be documented in a written amendment to the Contract Agreement.

CONDITIONAL FOLLOW-ON PHASES (PHASE 2 AND PHASE 3)

PCAA reserves the right, subject to the findings and recommendations of Phase 1 (Gap Assessment, WP1–WP4) and subject to the availability of funds and requisite approvals under the Public Procurement Rules, 2004, to procure the following follow-on services from the same or a different Consultant through a separate competitive procurement process or, where permissible under Rule 42(c) of the Public Procurement Rules, 2004, through a negotiated extension to this Contract:

Phase 2 – Implementation Support and Capacity Building (Indicative)

Subject to the outcome of Phase 1, PCAA may require implementation support and capacity building services to address gaps identified in the Final Gap Assessment Report. The scope, duration, deliverables, and cost of Phase 2 shall be determined following completion and acceptance of the Phase 1 deliverables, based on the nature, number, and complexity of identified gaps, PCAA's operational priorities, and the availability of internal resources. Bidders may include, as a separate and non-evaluated annexure to their Technical Proposal, an indicative approach and rate schedule for Phase 2 services for PCAA's reference only. Such indicative information shall not form part of the Technical or Financial Proposal evaluation under Phase 1. Phase 2 services, if procured, may include: (a) on-site implementation support by subject-matter experts in relevant functional domains (AIR, OPS, QMS, SSP, etc.); (b) targeted training and capacity-building workshops for PCAA personnel; and (c) project coordination and progress reporting.

Phase 3 – Monitoring and Continuous Improvement (Indicative)

Subject to the successful completion of Phase 2 and PCAA's determination of operational need, PCAA may procure continuous monitoring, capacity building and improvement support (full time on-site resource deployment per month over 24 months, to ensure sustained effectiveness of implemented measures. Phase 3 services, if procured, shall be subject to a separate procurement process in accordance with the Public Procurement Rules, 2004, or a duly authorized contract

amendment. The indicative scope of Phase 3 monitoring activities may include: (a) monthly review of implementation status against the agreed roadmap; (b) monitoring of QMS and SSP performance indicators and safety performance metrics; (c) review of internal audit results, management reviews, and follow-up actions; (d) identification of emerging risks and deviations; and (e) on-site technical advisory support as required. For the avoidance of doubt, no financial obligation whatsoever shall arise on the part of PCAA in respect of Phase 2 or Phase 3 by virtue of this RFP, the evaluation process, or the Phase 1 contract. Any commitment for Phase 2 or Phase 3 shall only arise upon execution of a separate, duly authorized written contract or contract amendment in accordance with applicable procurement rules and requisite financial sanctions.

The Financial Proposal submitted in response to this RFP shall relate exclusively to Phase 1 (WP1–WP4). Bidders shall not include costs for Phase 2 or Phase 3 in their Financial Proposals, and any such inclusion shall render the Financial Proposal non-responsive with respect to those elements. The evaluation and award of this Contract shall be based solely on the Phase 1 Financial Proposal.

2.1.11. If the Consultant is found to have submitted forged, falsified, or counterfeit documents; fake or fraudulent financial instruments; or false, misleading, or materially incomplete information at any stage of the procurement process or during the execution of the Contract, such Consultant shall be liable for:

- 2.1.11.1. Immediate disqualification from the procurement process;
- 2.1.11.2. Forfeiture of Bid Security and/or Performance Security;
- 2.1.11.3. Termination of the Contract, if already awarded;
- 2.1.11.4. Blacklisting and debarment from participation in future PCAA procurement processes for a period to be determined by PCAA, which may be indefinite;
- 2.1.11.5. Recovery of all payments made, together with interest at the rate; and
- 2.1.11.6. Initiation of legal proceedings, including criminal prosecution, in accordance with applicable laws.

Bidder must read and acknowledge to all of the above. Submit this Appendix with Sign and Stamp.

Authorized Representative Sign _____

Bidder's Stamp: _____

Date: _____

CONTRACT

FOR CONSULTANCY SERVICES ON QUALITY MANAGEMENT SYSTEM AND STATE SAFETY PROGRAM GAP ASSESSMENT OF PCAA

This Contract Agreement ("Agreement") is made on this ____ day of _____ 2026 ("Effective Date")

BETWEEN:

Pakistan Civil Aviation Authority (PCAA), an Authority established under Section 3 of the Pakistan Civil Aviation Act, 2023, having its Headquarters at Terminal-I, Jinnah International Airport, Karachi (hereinafter referred to as the "Employer" or "PCAA", which expression shall, where the context so permits, include its successors and assigns);

AND

[Name of Consultant], a company incorporated under the laws of [Country], having its registered office at [Address] (hereinafter referred to as the "Consultant", which expression shall include its successors and permitted assigns).

PCAA and the Consultant shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS, PCAA intends to undertake a comprehensive Gap Assessment of its Quality Management System (QMS) in line with ISO 9001:2015 and State Safety Programme (SSP) in accordance with ICAO Annex 19 and relevant guidance material, to evaluate effectiveness and identify areas for improvement.

WHEREAS, the Consultant possesses the required expertise in aviation regulatory systems, QMS, SSP and gap assessment methodologies, and has agreed to provide consultancy services in accordance with the provisions under this Contract.;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

1. SCOPE OF WORK:

- 1.1. The object of this Contract is to define the terms and conditions under which the Consultant shall undertake a comprehensive Gap Assessment of the Quality Management System (QMS) and State Safety Programme (SSP) of the Pakistan Civil Aviation Authority (PCAA), with the objective of evaluating the effectiveness, maturity and implementation status of the Authority's management systems supporting aviation safety oversight functions.
- 1.2. The assessment shall be conducted through a structured and systematic evaluation of PCAA's existing systems, processes, procedures and governance arrangements

against internationally recognized frameworks and standards, including but not limited to:

- 1.2.1. ISO 9001:2015 (Quality Management System Standard)
- 1.2.2. ICAO Annex 19 (Safety Management) and associated ICAO guidance material, including ICAO Doc 9859 (Safety Management Manual)
- 1.2.3. International aviation regulatory best practices, including relevant practices adopted by leading Civil Aviation Authorities and international oversight bodies
- 1.3. The purpose of such evaluation shall be to identify strengths, gaps, inconsistencies and areas for improvement in order to enhance the effectiveness and sustainability of PCAA's oversight systems.
- 1.4. The Consultant shall undertake a comprehensive Gap Assessment of the Quality Management System (QMS) and State Safety Programme (SSP) of the Pakistan Civil Aviation Authority (PCAA) in accordance with:
- 1.5. The total duration of the assignment shall be **eight (08) weeks** from the date of commencement of services as specified in the Letter of Commencement to be issued by PCAA.
- 1.6. The Consultant shall conduct the gap assessment through a structured and systematic methodology comprising the following Work Packages (WP):
 - 1.6.1. **WP1 – Project Initiation & Preparation:** The Consultant shall initiate the work by establishing the project framework and ensuring readiness for assessment activities. This shall include:

<u>Work Required:</u>
• Conducting a kick-off meeting to confirm scope, objectives, methodology, timelines, and key stakeholders. • Identifying and coordinating collection of relevant QMS and SSP documentation. • Undertaking a preliminary review to develop a baseline understanding of existing systems. • Finalizing the assessment methodology, tools, and detailed work plan.
<u>Deliverable:</u>
• Inception Report, comprising: ❖ Detailed assessment methodology and approach; ❖ Work plan with timelines and milestones for each Work Package; ❖ List of documentation requirements and data collection instruments; and ❖ Risk assessment and mitigation plan for the assignment. • List of identified stakeholders and composition of the assessment team,

including qualifications and roles of each team member • Confirmation of receipt of complete documentation package required for review under WP2.
<u>Timeline:</u>
• The timeline to complete the activities under this Work Package shall be weeks from the date of commencement of the respective phase.
<u>Payment Milestone:</u>
• Upon submission and acceptance by PCAA of the Inception Report and other deliverables under this phase, the Consultant shall be entitled to invoice PCAA for WP1 Price.

- 1.6.2. **WP2 – Documentation Review:** The Consultant shall carry out a comprehensive and structured review of PCAA's existing documentation to assess the design, adequacy, and compliance of the QMS and SSP frameworks against the applicable standards. This Work Package shall include the following:

<u>Work Required:</u>
• Detailed review of QMS and SSP manuals, standard operating procedures (SOPs), orders, policies, work instructions, audit reports, corrective and preventive action records, safety performance indicators, risk registers, and all other relevant safety oversight and quality management documentation; • Assessment of the extent to which PCAA's documented QMS and SSP frameworks are aligned with the requirements of ISO 9001:2015 and ICAO Annex 19, respectively, and identification of gaps in documentation; • Evaluation of the clarity, completeness, consistency, and accessibility of documented procedures and policies; • Identification of preliminary gaps, inconsistencies, ambiguities, and areas requiring further verification through on-site assessment; and • Refinement and finalization of the on-site assessment plan, including development of interview guides, observation checklists, and evaluation criteria for WP3.
<u>Deliverable:</u>
• Documentation Review Report, comprising: ❖ Summary of all documentation reviewed; ❖ Analysis of alignment with ISO 9001:2015 and ICAO Annex 19 requirements; ❖ Identification of preliminary gaps and areas of non-conformity or partial conformity; and ❖ Recommendations for documentation improvements.

- Refined On-Site Assessment Plan, including: ❖ Detailed schedule of interviews, observations, and site visits; and ❖ Interview guides and evaluation checklists
<u>Timeline:</u>
The timeline to complete the activities under this Work Package shall be weeks from the date of commencement of the respective phase.
<u>Payment Milestone:</u>
Upon submission and acceptance by PCAA of the Documentation Review Report and Refined On-Site Assessment Plan under this phase, the Consultant shall be entitled to invoice PCAA for WP2 Price.

- 1.6.3. **WP3 – On-Site Assessment (QMS & SSP Experts):** The Consultant shall conduct a comprehensive on-site assessment to evaluate the effectiveness of implementation of the QMS and SSP across all relevant PCAA functions, directorates, and branches. This Work Package shall include the following:

<u>Work Required:</u>
- Deployment of qualified and experienced QMS Lead Auditors and SSP/SMS Experts to PCAA's Headquarters and, as required, regional offices and operational units, to conduct structured interviews, consultations, observations, and process walkthroughs; - Assessment of governance structures, organizational roles and responsibilities, management commitment, resource allocation, and accountability mechanisms related to QMS and SSP; - Evaluation of operational processes, safety oversight functions, risk management practices, safety performance monitoring, internal audit mechanisms, management review processes, and continual improvement initiatives; - Validation of findings from the Documentation Review (WP2) and identification of gaps between documented procedures and actual implementation; - Assessment of the effectiveness of coordination, communication, and information-sharing mechanisms within PCAA and with external stakeholders (e.g., regulated entities, ICAO, other civil aviation authorities); - Evaluation of safety culture, reporting culture, and staff awareness and competence in relation to QMS and SSP requirements.
<u>Deliverable:</u>
- Opening Presentation to PCAA management, outlining: ❖ Assessment methodology and scope; ❖ Schedule of on-site activities; and

❖ PCAA personnel and units to be engaged. • Closing Debrief Presentation to PCAA management, comprising: ❖ Preliminary findings and key observations; ❖ Identification of strengths and areas of good practice; ❖ Summary of gaps and areas requiring improvement; and ❖ Clarification of any outstanding issues or concerns.
<u>Timeline:</u>
• The timeline to complete the activities under this Work Package shall be weeks from the date of commencement of the respective phase.
<u>Payment Milestone:</u>
• Upon completion of the on-site assessment activities and delivery of the Closing Debrief Presentation under this phase, the Consultant shall be entitled to invoice PCAA for WP3 Price.

- 1.6.4. **WP4 – Gap Analysis & Recommendations:** The Consultant shall perform a comprehensive gap analysis, integrating findings from WP2 and WP3, and shall develop actionable, prioritized, and time-bound recommendations for the enhancement of PCAA's QMS and SSP. This Work Package shall include the following:

<u>Work Required:</u>
• Conducting a comparative analysis of PCAA's existing QMS and SSP systems against the requirements of ISO 9001:2015 and ICAO Annex 19, respectively, and identifying all areas of non-conformity, partial conformity, and opportunities for improvement; • Assessment and categorization of identified gaps based on their severity, impact on safety and quality, and urgency of remedial action; • Identification of strengths, good practices, and areas where PCAA demonstrates compliance or exceeds the minimum requirements of the applicable standards; • Development of specific, measurable, achievable, relevant, and time-bound (SMART) recommendations for each identified gap, including proposed corrective actions, responsible parties, and resource requirements; • Preparation of a prioritized and time-bound Implementation Roadmap, categorizing recommendations into short-term (0-6 months), medium-term (6-12 months), and long-term (12-24 months) actions, with clear milestones and success criteria; • Preparation and submission of a Draft Gap Assessment Report for review and feedback by PCAA; • Incorporation of PCAA's feedback and finalization of the Gap Assessment

Report; and • Delivery of a formal presentation of findings, recommendations, and the Implementation Roadmap to PCAA's management.
<u>Deliverable:</u>
• Draft Gap Assessment Report, comprising: ❖ Executive Summary; ❖ Methodology and scope of the gap assessment; ❖ Summary of documentation review and on-site assessment findings; ❖ Detailed gap analysis with reference to specific clauses of ISO 9001:2015 and ICAO Annex 19; ❖ Identification of strengths and areas of good practice; ❖ Specific recommendations for each identified gap; and ❖ Annexes containing supporting evidence, interview summaries, and checklists. • Final Gap Assessment Report, incorporating PCAA's feedback and comments on the Draft Report; • Prioritized Implementation Roadmap, presented in tabular and/or Gantt chart format, specifying: ❖ Recommended actions; ❖ Priority level (high, medium, low); ❖ Timeframe for implementation (short, medium, long-term); ❖ Responsible department or function; ❖ Required resources; and ❖ Key performance indicators (KPIs) or success criteria; and • Final Presentation to PCAA senior management, summarizing key findings, recommendations, and the Implementation Roadmap.
<u>Timeline:</u>
• The timeline to complete the activities under this Work Package shall be weeks from the date of commencement of the respective phase.
<u>Payment Milestone:</u>
• Upon submission and final acceptance by PCAA of the Final Gap Assessment Report, Prioritized Implementation Roadmap, and delivery of the Final Presentation under this phase, the Consultant shall be entitled to invoice PCAA for WP4 Price.

- 1.7. The scope of this Contract is limited strictly to **assessment, advisory and consultancy services**, and shall not include certification, accreditation or any form of formal compliance endorsement.
- 1.8. The sequencing and prioritization of assessment activities across PCAA Directorates and Branches shall remain at the discretion of PCAA.

2. OBLIGATIONS OF THE CONSULTANT:

- 2.1. To deploy adequately qualified, experienced and competent personnel, including subject matter experts in Quality Management Systems (ISO 9001:2015) and State Safety Programme (SSP) in accordance with ICAO Annex 19, possessing relevant international certifications, training and practical experience, and to ensure that such personnel perform the assignment in accordance with internationally recognized methodologies, professional standards and best practices applicable to aviation regulatory authorities.
- 2.2. To conduct a comprehensive assessment of PCAA through a structured approach including, but not limited to, documentation review, stakeholder consultations, interviews, working sessions, and on-site assessments, covering all relevant Directorates, Branches and operational units, in order to evaluate the effectiveness, implementation and maturity of QMS and SSP frameworks within PCAA.
- 2.3. To provide an independent, objective and impartial evaluation of the existing systems, processes and practices of PCAA, strictly limited to Gap Assessment and advisory services, and explicitly refrain from issuing any form of certification, accreditation or formal compliance attestation under this Contract.
- 2.4. To prepare and submit all agreed deliverables, including but not limited to Inception Report, Documentation Review Summary, On-site Assessment Findings, Gap Analysis Report, Prioritized Improvement Roadmap and Final Presentation, within the timelines as provided in Article 1.
- 2.5. To ensure that all observations, findings and recommendations are evidence-based, risk-oriented, practical and implementable, and are aligned with ISO 9001:2015 requirements, ICAO Annex 19 provisions, relevant ICAO guidance material, and internationally recognized aviation best practices, taking into account the specific operational and regulatory context of PCAA.
- 2.6. To adhere strictly to the financial terms agreed in Annexure-A, and ensure that the rates quoted, including per man-day rates and overall contract value, remain firm and unchanged for the entire duration of the Contract, irrespective of any variation in internal cost structure of the Consultant.
- 2.7. To be fully responsible and liable for any loss, damage or adverse consequences caused to PCAA arising out of negligence, omission, misconduct or failure on the part of the Consultant, its employees, representatives or agents, during the execution of the assignment.

- 2.8. To ensure that this Contract is executed solely by the Consultant and shall not be assigned, transferred, subcontracted or sublet, in whole or in part, to any third party without prior written consent of PCAA.
- 2.9. To ensure that the total number of man-days quoted and utilized under this Contract includes both on-site and off-site activities, including but not limited to preparation, analysis, documentation review, reporting and presentation, and no additional man-days shall be claimed beyond those agreed.
- 2.10. To ensure that all costs associated with the execution of the assignment, including but not limited to travel (international/local), boarding, lodging, local transportation, professional fees, administrative overheads and applicable taxes, are fully covered within the quoted rates, and no additional financial liability shall be borne by PCAA unless expressly agreed in writing.
- 2.11. To comply with the agreed payment structure linked to achievement of deliverables and milestones as defined in Article 4 of this Contract, and to submit invoices strictly in accordance with the prescribed manner.
- 2.12. The Consultant shall submit all deliverables within the agreed timelines specified in the Article 1. Time shall be of the essence in the performance of this Contract.
- 2.13. In the event that PCAA determines that any deliverable is incomplete, deficient, or does not meet the required standard, PCAA shall notify the Consultant in writing, specifying the deficiencies. The Consultant shall, within seven (07) calendar days of receipt of such notice (or such other period as PCAA may specify), rectify the deficiencies and resubmit the deliverable. Payment shall not be released until the deliverable has been accepted by PCAA.
- 2.14. Any activities, services, or deliverables beyond the agreed Scope of Work (WP1 to WP4) shall not be undertaken by the Consultant without the prior written approval of PCAA. Any such additional work, if approved, shall be subject to mutually agreed terms and conditions, including pricing, timelines, and deliverables, which shall be documented in a written amendment to the Contract Agreement signed by both parties.
- 2.15. The Consultant shall perform with due professional skill and diligence. Any negligence shall render the Consultant liable for damages.
- 2.16. The Consultant shall furnish Performance Security equivalent to 10% of Contract Price.
- 2.17. If the Consultant is found to have submitted forged, falsified, or counterfeit documents; fake or fraudulent financial instruments; or false, misleading, or materially incomplete information at any stage of the procurement process or during the execution of the Contract, such Consultant shall be liable for:
- 2.17.1. Immediate disqualification from the procurement process;
- 2.17.2. Forfeiture of Bid Security and/or Performance Security;

- 2.17.3. Termination of the Contract, if already awarded;
- 2.17.4. Blacklisting and debarment from participation in future PCAA procurement processes for a period to be determined by PCAA, which may be indefinite;
- 2.17.5. Recovery of all payments made, together with interest at the rate; and
- 2.17.6. Initiation of legal proceedings, including criminal prosecution, in accordance with applicable laws.

3. OBLIGATION OF PCAA:

- 3.1. PCAA shall cooperate fully with the Consultant by facilitating all activities required for the effective execution of the Gap Assessment of QMS and SSP, and shall ensure timely provision of all necessary support, resources and coordination required for successful completion of the assignment.
- 3.2. Without prejudice to the generality of the foregoing, PCAA shall:
 - 3.2.1. Supply to the Consultant all necessary and relevant documents, records, manuals, procedures, policies and supporting material, including but not limited to QMS documentation, SSP framework documents, regulatory instruments, internal audit reports, management review records and any other relevant working documents, sufficiently in advance to enable the Consultant to perform the assessment effectively.
 - 3.2.2. Provide the Consultant with access to all relevant offices, locations, Directorates, Branches and operational sites, and ensure that such access is granted in a manner that enables the Consultant to conduct on-site assessment activities efficiently, while ensuring that all applicable safety, security and operational requirements are complied with in accordance with the laws and regulations of Pakistan.
 - 3.2.3. Take all necessary measures to remove any impediments, constraints or difficulties that may hinder the proper performance of the Consultant's services, and to extend full cooperation in scheduling meetings, interviews, working sessions and site visits, and to act in good faith throughout the execution of the assignment.
 - 3.2.4. Nominate focal persons and ensure availability of relevant personnel for interviews, consultations and validation of findings, and facilitate coordination between different Directorates and Branches to support the assessment process.
 - 3.2.5. Allow, where applicable and upon prior intimation, the presence of observers or representatives associated with the Consultant, provided that such presence is necessary for the proper execution of the assignment and subject to compliance with applicable confidentiality and security requirements.
- 3.3. PCAA shall support the Consultant throughout the assignment and shall:

- 3.3.1. Facilitate the execution of all Work Packages (WP1–WP4), including project initiation, documentation review, on-site assessment and gap analysis activities, in accordance with the agreed methodology and timelines.
- 3.3.2. Review and provide feedback on draft deliverables, including preliminary findings and reports, within reasonable timeframes to ensure timely completion of the assignment.
- 3.3.3. Ensure that relevant stakeholders participate in meetings, workshops and presentations conducted by the Consultant, including the final presentation of findings and recommendations.
- 3.3.4. Acknowledge that the assignment is limited to assessment and advisory services, and that no certification, accreditation or formal compliance endorsement shall be issued under this Contract.
- 3.3.5. Use the outputs of the Gap Assessment, including reports and recommendations, for internal improvement and decision-making purposes, without altering or misrepresenting the findings of the Consultant.
- 3.4. PCAA shall provide to the Consultant all data, information and documentation that is accurate, complete and authentic, and shall ensure that such information is sufficient to enable the Consultant to carry out a comprehensive and reliable assessment.
- 3.5. PCAA shall inform the Consultant of any applicable statutory, regulatory or operational requirements that may have a bearing on the assessment, and shall remain solely responsible for compliance with such requirements.
- 3.6. PCAA shall promptly notify the Consultant of any significant changes affecting its organizational structure, functions, processes, management systems, or key personnel, which may impact the execution of the assignment under this contract.

4. FINANCIAL PROVISIONS:

- 4.1. The total contract price (along with breakup on WP-wise prices) to be paid to the Consultant are specified Annexure-A attached hereto. The total contract price shall cover all activities under the scope of work, including all applicable costs, overheads, taxes and expenses, unless otherwise expressly agreed.
- 4.2. Payment shall be made to the Consultant on a milestone basis upon completion of each Work Package in a manner provided in Annexure-A, subject to the satisfactory completion and acceptance by PCAA of the deliverables for each Work Package.
- 4.3. Each milestone payment shall be subject to the following conditions precedent:
 - 4.3.1. Submission by the Consultant of the specified deliverables in the format and to the standard required under the Contract;
 - 4.3.2. Review and acceptance of the deliverables by PCAA; and

- 4.3.3. Submission by the Consultant of a valid invoice addressed to the Additional Director QMS & IA (or such other designated authority as PCAA may notify in writing).
- 4.4. All payments shall be made in Pakistani Rupees (PKR) through cheque to the Consultant's designated bank account in Pakistan.
- 4.5. The Consultant shall not be entitled to any additional payments beyond the agreed contract price, except for any additional scope of work duly approved in writing by PCAA. Any such additional work shall be compensated based on mutually agreed terms and rates consistent with **Annexure-A**.
- 4.6. All applicable taxes, duties and new taxes (if imposed) under the applicable laws shall be deducted by the PCAA at source as per the prevailing applicable rates at the time of release of payments to the Consultant.
- 4.7. For any invoice received and not disputed, PCAA shall make the payment within one month from the date of invoice but not later than 60 days.
- 4.8. PCAA shall have the right, at any time and without prejudice to any other rights or remedies available to it under this Agreement or applicable law, to set-off, deduct, or withhold from any sum due or becoming due to the Consultant under this Agreement, any amount which is due and recoverable from the Consultant to PCAA, whether under this Agreement or otherwise, including but not limited to amounts arising from overpayments, liquidated damages, penalties, indemnity claims, or any loss or damage suffered by PCAA attributable to the acts or omissions of the Consultant.
- 4.9. Provided that PCAA shall notify the Consultant in writing of the nature and quantum of such amount prior to exercising the right of set-off, and shall furnish reasonable particulars thereof. In the event that the amount recoverable exceeds the payments due to the Consultant, the Consultant shall remain liable to pay the balance forthwith upon demand by PCAA.
- 4.10. The exercise of the right of set-off by PCAA shall not in any manner relieve the Consultant of its obligations under this Agreement, nor shall it prejudice any other right or remedy available to PCAA under this Agreement or under applicable law.
- 4.11. In the event that the scope of the gap assessment is extended by PCAA to include additional Directorates, Branches, functional areas, or operational units not originally contemplated in the Scope of Work, the rates quoted by the Consultant in its Financial Proposal shall remain unchanged and shall apply to all such additional work. Any such extension shall be subject to mutual written agreement on the revised scope, timelines, and deliverables, and shall be documented in a written amendment to the Contract Agreement.

5. DURATION OF THE CONTRACT

- 5.1. The Contract shall become effective from the date of signing and shall remain valid for the **entire duration of the assignment**, covering completion of all agreed Work Packages (WP1–WP4), including project initiation, documentation review, on-site

assessment, submission of Gap Analysis Report, prioritized improvement roadmap and final presentation.

- 5.2. The total duration of the assignment shall be **six (06) weeks** from the date of commencement of services as specified in the Letter of Commencement to be issued by PCAA.
- 5.3. Any extension of the Contract, if required, shall be subject to mutual consent of both Parties, and shall be limited to circumstances including, but not limited to:
 - 5.3.1. Expansion of scope to additional Directorates / Branches
 - 5.3.2. Requirement for additional analysis, clarification or validation
 - 5.3.3. Delays attributable to operational or administrative constraints
- 5.4. Such extension shall be agreed in writing, and the rates and terms agreed under this Contract shall remain unchanged.
- 5.5. The Contract shall expire upon successful completion and acceptance of all deliverables by PCAA, including submission of the final Gap Assessment Report and associated outputs, unless extended in accordance with Clause 5.4 above.

6. PERFORMANCE SECURITY

- 6.1. The Consultant shall furnish a Performance Security in the form of an unconditional, irrevocable, and on-demand bank guarantee issued by a scheduled bank operating in Pakistan, in favour of the Pakistan Civil Aviation Authority (PCAA), in an amount equivalent to ten percent (10%) of the total Contract Price.
- 6.2. The Performance Security shall be:
 - 6.2.1. be unconditional, irrevocable, and payable on first written demand by PCAA;
 - 6.2.2. not require PCAA to provide any justification, evidence, or proof of default, loss, or damage;
 - 6.2.3. not contain any condition, qualification, or limitation that may delay, restrict, or impair PCAA's right of invocation; and
 - 6.2.4. remain valid for the entire duration of the Contract, including any extensions thereof, plus an additional period of sixty (60) calendar days after acceptance of the final deliverables.
- 6.3. The Consultant shall ensure that the Performance Security is duly extended or renewed as necessary to maintain continuous validity throughout the period specified above. Failure to extend or renew the Performance Security within the required time shall constitute a material breach of this Agreement, entitling PCAA, without prejudice to other rights and remedies, to:
 - 6.3.1. invoke the existing Performance Security in full or part; and/or
 - 6.3.2. terminate the Agreement forthwith.

- 6.4. The Performance Security shall secure the due, faithful, and timely performance of all obligations of the Consultant under this agreement, including but not limited to compliance with scope, timelines, quality standards, and deliverable requirements.
- 6.5. PCAA shall have the unconditional right to invoke the Performance Security, in whole or in part, without prejudice to any other rights or remedies available under this Agreement or applicable law, in the event of:
- 6.5.1. failure by the Consultant to perform any obligation under this Agreement in accordance with agreed terms, scope, timelines, or quality standards;
 - 6.5.2. failure to deliver any milestone or deliverable within the stipulated timeframe without prior written approval of extension by PCAA;
 - 6.5.3. failure to cure any breach within the period specified in a written notice issued by PCAA;
 - 6.5.4. termination of the Agreement due to default, negligence, misconduct, or breach attributable to the Consultant; or
 - 6.5.5. any other event expressly entitling PCAA to invoke the Performance Security under this Agreement.
- 6.6. PCAA may invoke the Performance Security partially or fully, and such invocation shall not preclude PCAA from exercising any other right, including recovery of additional losses or damages.
- 6.7. The Performance Security shall be released and returned to the Consultant within thirty (30) calendar days after the satisfaction of all of the following conditions:
- 6.7.1. successful completion and acceptance of all deliverables under the Contract;
 - 6.7.2. completion of all Work Packages and settlement of all contractual obligations;
 - 6.7.3. confirmation that no outstanding claims, disputes, or deficiencies exist; and
 - 6.7.4. issuance of a completion certificate by PCAA.
- 6.8. Any rights of PCAA to invoke the Performance Security shall survive the termination or expiration of this Agreement

7. BREACH OF CONTRACT

- 7.1. In the event that either Party commits a breach of any of its obligations under this Agreement, the non-breaching Party shall issue a written notice to the breaching Party specifying the nature and particulars of such breach and requiring the same to be remedied within a period of fifteen (15) calendar days from the date of receipt of such notice.

- 7.2. If the breaching Party fails to cure the breach within the stipulated period, the non-breaching Party shall, without prejudice to any other rights or remedies available under this Agreement or applicable law, have the right to:
- 7.2.1. terminate this Agreement, in whole or in part;
 - 7.2.2. suspend further performance of its obligations;
 - 7.2.3. invoke Performance Security (if applicable);
 - 7.2.4. recover damages, losses, costs, or expenses incurred as a consequence of such breach; and/or
 - 7.2.5. take any other action deemed appropriate under applicable law.
- 7.3. Notwithstanding the foregoing, PCAA shall have the right to terminate this Agreement immediately, without any cure period, in the event of a material breach by the Consultant, including but not limited to:
- 7.3.1. submission of false, misleading, or fraudulent information;
 - 7.3.2. gross negligence or willful misconduct;
 - 7.3.3. unauthorized subcontracting or assignment;
 - 7.3.4. breach of confidentiality obligations;
 - 7.3.5. failure to maintain required professional standards; or
 - 7.3.6. any act or omission that materially compromises the integrity, security, or objectives of the assignment.

8. CONSEQUENCES OF TERMINATION FOR BREACH

- 8.1. Upon termination due to breach by the Consultant:
- 8.1.1. PCAA shall be entitled to recover all losses, damages, and additional costs incurred in completing the remaining work through alternative means;
 - 8.1.2. PCAA shall be entitled to recover any payments made for incomplete or deficient deliverables;
 - 8.1.3. the Consultant shall not be entitled to any further payments except for satisfactorily completed and accepted deliverables up to the date of termination; and
 - 8.1.4. PCAA may initiate blacklisting or debarment proceedings in accordance with applicable procurement rules.

9. DELAY IN PERFORMANCE

- 9.1. The Consultant acknowledges that time is of the essence in the performance of this Agreement and undertakes to complete all deliverables within the timelines specified herein.
- 9.2. In the event of any anticipated or actual delay in performance, the Consultant shall promptly notify PCAA in writing, specifying:

- 9.2.1. the reasons for the delay;
 - 9.2.2. the expected duration of the delay; and
 - 9.2.3. the proposed remedial measures to mitigate such delay.
- 9.3. Failure to notify shall constitute an independent breach of this Agreement.
- 9.4. In the event of delay attributable to the Consultant in achieving any milestone or deliverable, PCAA shall have the right to impose liquidated damages at the rate of 0.1% of the total Contract Price per day of delay, subject to a maximum of ten percent (10%) of the total Contract Price.
- 9.5. Such liquidated damages shall be recoverable through deduction from payments due or invocation of Performance Security.
- 9.6. If the delay exceeds a period of fifteen (15) days beyond the agreed timeline, or such other period as may be determined by PCAA, the delay shall constitute a material breach, and PCAA shall have the right to:
 - 9.6.1. terminate the Agreement;
 - 9.6.2. engage alternate consultant(s) at the risk and cost of the Consultant; and
 - 9.6.3. recover any additional costs incurred.
- 9.7. Imposition of liquidated damages shall not relieve the Consultant from its obligation to complete the Services, nor shall it prejudice any other rights or remedies available to PCAA.
- 9.8. PCAA may, at its sole discretion and upon written request by the Consultant supported by sufficient justification, grant an extension of time for performance, provided that:
 - 9.8.1. the delay is not attributable to the Consultant's fault or negligence; and
 - 9.8.2. such extension is documented in writing.

10. INTELLECTUAL PROPERTY

- 10.1. All reports, documents, data, analyses, presentations, recommendations, methodologies and other materials developed or produced by the Consultant under this Contract shall be the exclusive property of PCAA, and all intellectual property rights therein shall vest in PCAA.
- 10.2. The Consultant shall not, without prior written consent of PCAA:
 - 10.2.1. Use any deliverables or outputs for purposes other than fulfillment of this Contract;
 - 10.2.2. Disclose or share such materials with any third party;
 - 10.2.3. Publish, reproduce or otherwise utilize such materials for commercial or promotional purposes.

- 10.3. The Consultant may, with prior written approval of PCAA, make general references to the engagement in its professional credentials or corporate profile, provided that no confidential or sensitive information is disclosed and no implication of certification or endorsement is made.
- 10.4. PCAA shall have the unrestricted right to use, reproduce, modify and disseminate the deliverables produced under this Contract for its internal purposes, including policy development, regulatory improvements and capacity building.
- 10.5. The Consultant shall ensure that all third-party materials, tools or methodologies used during the assignment are either:
 - 10.5.1. Properly licensed; or
 - 10.5.2. Used in compliance with applicable intellectual property laws
 - 10.5.3. and shall indemnify PCAA against any claims arising from infringement.

11. CONFIDENTIALITY

- 11.1. PCAA authorizes the Consultant to access and utilize information, documents and data necessary for execution of the assignment, provided that the Consultant shall ensure that all such information is treated as strictly confidential and used solely for the purpose of fulfilling obligations under this Contract.
- 11.2. Each Party hereby agrees that it shall not disclose, in whole or in part, any confidential information obtained during the performance of this Contract to any third party without prior written consent of the other Party, except where such disclosure is required by law or regulatory authority.
- 11.3. The Consultant shall ensure that all its employees, representatives, agents and associated personnel involved in the assignment are bound by strict confidentiality obligations, and shall remain responsible for any breach thereof.
- 11.4. All information, data and materials obtained or generated during the assignment shall be used exclusively for the purpose of this Contract and shall not be used for any other purpose, including commercial, research or competitive purposes, without prior written consent of PCAA.
- 11.5. Any observer, expert or third-party participant engaged by the Consultant in connection with the assignment shall also be bound by confidentiality obligations equivalent to those contained in this Contract, and their participation shall be subject to prior approval of PCAA.
- 11.6. The provisions of this Article shall survive the expiration or termination of this Contract for a period of five (05) years, or for such longer period as may be required by PCAA in accordance with applicable laws and regulatory requirements.

12. INDEMNITY

- 12.1. The Consultant hereby irrevocably agrees to indemnify, defend, and hold harmless the Pakistan Civil Aviation Authority (PCAA), its officers, employees, representatives,

and agents (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities, claims, actions, proceedings, demands, costs, and expenses (including reasonable legal fees and costs) arising out of, or in connection with:

- 12.2. any act, omission, negligence, gross negligence, willful misconduct, or breach of duty by the Consultant, its employees, agents, representatives, or approved subcontractors in the performance of this Agreement;
- 12.3. any breach, violation, or non-performance of any term, condition, covenant, or obligation of this Agreement by the Consultant;
- 12.4. any actual or alleged infringement, misappropriation, or violation of any intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, or proprietary rights, arising from the Consultant’s use of methodologies, tools, reports, software, documents, or materials in the performance of the Services;
- 12.5. any claim by a third party arising out of or relating to the Consultant’s performance of the Services, including claims for personal injury, death, or property damage to the extent caused by the Consultant; and
- 12.6. any fraud, misrepresentation, or submission of false or misleading information by the Consultant during the procurement process or performance of the Agreement.
- 12.7. The Consultant’s indemnity obligations under this Clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect notwithstanding completion of the Services.

13. FORCE MAJEURE

- 13.1. A Party will not be held responsible for any default occurring in performance of the contract due to event of Force Majeure such as acts of God, war, riots, civil commotion, strike, lock-outs, act of foreign governments and its agencies and disturbance directly affecting over the performance of the contract which events or circumstances the Party has no control.
- 13.2. If any foregoing event of force majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of force majeure. However, without limitation to the foregoing, each party shall use its reasonable endeavors to minimize the effects of any event of force majeure.

14. SETTLEMENT OF DISPUTES

- 14.1. The parties will make an effort to settle amicably all disputes that could arise in the interpretation or execution of this contract.
- 14.2. The parties agree, in this situation, to resort to alternate dispute resolution methods (ADR) under the applicable law without delay to settle their dispute.
- 14.3. The language used throughout the ADR shall be English language.

15. APPLICABLE LAW

15.1. This Agreement shall be governed by the laws of Pakistan.

16. SEVERABILITY

16.1. If any provision, clause, or part of this Agreement is declared or determined by any court of competent jurisdiction or other competent authority to be illegal, invalid, or unenforceable, in whole or in part, under any applicable law, such provision or part thereof shall, to the extent of such illegality, invalidity, or unenforceability, be deemed severed from this Agreement and shall not affect or impair the legality, validity, or enforceability of the remaining provisions of this Agreement, which shall continue in full force and effect.

16.2. The Parties further agree that, in the event of such severance, they shall, in good faith, negotiate and agree upon a valid and enforceable provision that, to the greatest extent possible, achieves the intended commercial and legal purpose of the provision so severed.

17. ATTENDANCE OF MEETINGS

17.1. The Consultant shall attend all meetings when called by the PCAA on mutual understanding to discuss the quality of services and other matters related to the Contract, without any compensation from the PCAA. The minutes of such meetings shall be recorded and maintained.

18. COMMUNICATIONS AND CHOICE OF ADDRESS

18.1. The parties agree that any communication between PCAA and the Consultant shall be done through authorized representative via the means mentioned hereunder:

<u>Authorized Representative of the Consultant:</u>	<u>Authorized Representative of PCAA:</u>
	Additional Director AQMS Inspectorate Building, Shahrah e Faisal, HQCAA, Karachi. Phone No. 021-99072781 e-mail: adld.qms-audits@pcaa.gov.pk

18.2. Whenever an either party changes its mailing address, the same shall be intimated to the other party at the earliest but not later than ten (10) days through registered post with request for acknowledgement.

19. MISCELLANEOUS PROVISIONS

19.1. Upon satisfactory performance of the contract by the Consultant and discharge of fiscal liabilities on part of PCAA, the contract shall be formally closed.

- 19.2. To close the contract, the Consultant shall issue a No Demand Certificate (NDC) to PCAA mentioning that the PCAA has no outstanding amounts towards the Consultant; whereas, the PCAA shall issue a Completion Certificate in respect of the Consultant mentioning that the Consultant has successfully accomplished the tasks under this contract.
- 19.3. The parties hereto have signed this contract on date and place first above mentioned.

FOR AND ON BEHALF OF PCAA:	FOR AND ON BEHALF OF THE CONSULTANT
Signature:	Signature:
Name)	Name)
Designation:	Designation:
CNIC #:	CNIC #:
Witness-1:	Witnesses-1:
Signature:	Signature:
Name)	Name)
Designation:	Designation:
CNIC #:	CNIC #:
Witness-2:	Witness-2:
Signature:	Signature:
Name)	Name)
Designation:	Designation:
CNIC #:	CNIC #:

ANNEXURE - C**Fin Form 1****FINANCIAL PROPOSAL FORM**

REQUEST FOR PROPOSAL (RFP)		
ENGAGEMENT OF CONSULTANT FOR QUALITY MANAGEMENT SYSTEM (QMS) AND STATE SAFETY PROGRAMME (SSP) GAP ASSESSMENT OF PCAA		
TENDER NUMBER:	TENDER DATE:	TENDER BASIS Single Stage – Two envelop
FIRMS' ADDRESS:	TENDER DOCUMENTS REQUIRED ON OR BEFORE XX-XX-XXXX TIME: 1130 hrs	TENDER TO BE OPENED ON XX-XX-XXXX TIME: 1200 hrs
(03 YEARS SERVICE CONTRACT)		
S. No.	DESCRIPTION	QUOTATION/ BOQ
1.	GAP ASSESSMENT OF QUALITY MANAGEMENT SYSTEM (QMS) AND STATE SAFETY PROGRAMME (SSP)	GRAND TOTAL (in figures & words): <i>(Grand Total as per Appendix-A1 to be mentioned in Financial Bid only)</i>
TENDERER / BIDDER		PCAA
Signature & Stamp:	REF:	Signature of Issuing Officer:
	DATE:	
	TELEPHONE:	
Note: For submission of Tender, please follow single stage-two envelope procedure as per terms & conditions.		
This I/T form should be filled and signed by the bidder and be attached with financial proposal (Appendix B1).		

Dated:-

(Name and Signature of the Bidder
or his Authorized Representative)



ENGAGEMENT OF CONSULTANT FOR QUALITY MANAGEMENT SYSTEM (QMS) AND STATE SAFETY PROGRAMME (SSP) GAP ASSESSMENT OF PCAA

QUOTATION / BOQ: Gap Assessment of QMS (ISO 9001:2015) and SSP (ICAO Annex 19)

1	2	3	4
Work Package Description	No. of Man Days	Rate Per Man Day including all overheads*	Total Amount (2x3)=4
			(PKR)
WP1 – Project Initiation & Preparation			
WP2 – Documentation Review			
WP3 – On-Site Assessment (QMS & SSP Experts)			
WP4 – Gap Analysis & Recommendations (including final report & presentation)			
Total (Sum)			

NOTE:

- ☐ The assignment shall be executed on a **work package basis (WP1–WP4)**
- ☐ **Man days shall be clearly indicated** for each work package and shall include both **on-site and off-site activities**.
- ☐ The proposed rates shall be **inclusive of all overheads**, including but not limited to:
 - International / Local travel
 - Boarding & lodging
 - Local transportation
 - Professional fees
 - All applicable taxes
- ☐ No separate payments shall be made for activities not explicitly mentioned in the BOQ unless agreed in writing.
- ☐ The financial proposal shall be submitted in **Pak Rupees (PKR)**.
- ☐ The consultant shall ensure that pricing reflects **complete delivery of all outputs**, including:
 - Gap Assessment Report
 - Recommendations
 - Prioritized Improvement Roadmap
 - Final Presentation to PCAA
- ☐ Any deviation from the above format may render the proposal **non-responsive**.

APPENDIX – A2: INDICATIVE PER MAN-DAY RATES – PHASE 2 (IMPLEMENTATION SUPPORT AND CAPACITY BUILDING)

IMPORTANT: This appendix is for evaluation purposes only. No contractual obligation for Phase 2 services arises from submission of these rates. Rates shall be firm and fixed and shall apply if Phase 2 is subsequently procured. Quantity of man-days shall be determined following acceptance of the Phase 1 Final Report. Quote rates in PKR inclusive of all overheads, international and domestic travel, accommodation, taxes, and profit. Do NOT quote a total price — daily rates only.

Expert Profile / Activity	Evaluation Weight	Rate Per Man-Day (PKR, all-inclusive)
Senior Implementation Expert (On-site: OPS / AIR / QMS / SSP)	50%	PKR
Expert Trainer / Capacity-Building Specialist (QMS / SSP / Internal Audit)	30%	PKR
Project Manager / Coordination (remote and on-site)	20%	PKR
Weighted Daily Rate (F2) = (R_SR × 0.50) + (R_TR × 0.30) + (R_PM × 0.20)	(Calculated by PCAA)	PKR

NOTE:

- All rates shall be quoted in Pakistani Rupees (PKR) and shall be inclusive of all professional fees, overheads, international and domestic travel, accommodation, and applicable taxes.
- Rates shall remain firm and fixed for a period of twenty-four (24) months from the date of submission of the Proposal, and shall be the binding contractual rates in the event Phase 2 services are procured.
- Do NOT quote a total price or man-day quantities. Quantity of man-days will be determined by PCAA after Phase 1 completion. Quoting a total price or leaving this appendix blank shall render the Financial Proposal non-responsive.
- The evaluation weights (50% / 30% / 20%) are applied by PCAA internally to compute the Weighted Daily Rate F2 used in the financial scoring formula. They do not represent committed man-day allocations.

APPENDIX – A3: INDICATIVE MONTHLY RATE – PHASE 3 (MONITORING AND CONTINUOUS IMPROVEMENT)

IMPORTANT: This appendix is for evaluation purposes only. No contractual obligation for Phase 3 services arises from submission of this rate. The rate shall be firm and fixed and shall apply if Phase 3 is subsequently procured. The indicative scope is continuous monitoring, capacity building and improvement support (full time on-site resource deployment per month over 24 months). Quote a single blended monthly rate in PKR inclusive of all overheads. Do NOT quote a total price or monthly lump sum.

Description of Service	Blended Monthly Rate (PKR, all-inclusive)
Monthly Monitoring Expert (blended rate covering full time on-site monitoring, report preparation, and ad-hoc on-site support / capacity building sessions as per the requirement assessed in Phase-2, including all overheads and travel)	PKR
NOTE: • Quote a single blended monthly rate (F3) applicable to all monitoring expert activities under Phase 3, including full time on-site monitoring, report preparation, and ad-hoc on-site support / capacity building sessions as per the requirement assessed in Phase-2. • The rate shall be firm and fixed for twenty-four (24) months from the date of submission of the Proposal and shall be the binding contractual rate in the event Phase 3 services are procured. • Do NOT quote a total price. Leaving this appendix blank shall render the Financial Proposal non-responsive. Any deviation from the above format may render the proposal non-responsive.	