

CORRIGENDUM

EXTENSION IN TENDER OPENING DATE

With reference to advertisement published in newspaper by Pakistan International Airlines Corporation Limited to invite sealed tenders for Consultancy services for Transformation of PIA Engineering & Maintenance into an (MRO) Maintenance Repair Overhaul Organization.

It is hereby informed that the last date for submission of bid has now been extended to **December 11, 2019 at 1000 Hrs.**

The revised RFP can also be downloaded from **www.ppra.org.pk & www.piac.com.pk**

All other Terms & conditions remain the same.

Chief Engineer


Engineering Business Development
PIA Engineering & Maintenance, PIACL Head Office.
JIAP-Karachi-75200.
Tel: 0092-21-99045324

PID(K)



www.piac.aero
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TENDER NOTICE

INVITATION FOR THE CONSULTANCY SERVICES FOR TRANSFORMATION OF PIA ENGINEERING & MAINTENANCE INTO AN (MRO) MAINTENANCE REPAIR OVERHAUL ORGANIZATION

Pakistan International Airlines Corporation Limited (PIACL), National Flag Carrier is set to transform the Organization in line with its Strategic Business Plan. In order to achieve greater operational efficiencies and to accelerate realization of growth targets, PIACL Management has decided to transform different departments/divisions, which will eventually become self-sustained Strategic Business Units (SBUs).

PIACL, therefore, invites proposals from reputed firms for provision of consultancy services in transformation of the Engineering & Maintenance department into an Independent Maintenance, Repair and Overhaul (MRO) facility with business processes to be realigned based on best Industry practices/ Airline models, within specific time-frame.

The Proposal in English language shall comprise of a Single Package, containing TWO separate sealed envelopes, marked as 'Technical proposal' and 'Financial Proposal', bearing name and complete return address of the Bidder. All prices of the goods and services to be quoted in USD only.


Proposals must be received by PIACL at the address and by the time specified in RFP Document covering letter. Proposals received after this deadline will be rejected and returned to the Bidder unopened. PIACL may, at its discretion, extend this deadline for the submission of Proposals, in which case all rights and obligations of PIACL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Bidders or their Authorized Representatives may attend bid opening.

Each Bidder shall furnish, along with its Financial Proposal, a bid bond for 2% (TWO percent) of total amount of Products, Services and Support Prices. Pay Order / Demand Draft shall be drawn on a Pakistani Scheduled bank. **Foreign bidders are exempted with the Bid Bond requirement.**

Bidders may inquire for clarification on any item of the RFP document at least seven (07) days prior to the submission dead line i.e., 1000 hours (Pakistan Standard Time) **04th December 2019**. Any request for clarification must be sent in writing by paper mail or electronic mail to the PIACL's address indicated in the RFP.

Note: PIACL reserves the right to reject any or all proposals or divide the business in more than one bidder or not to implement the MRO Transformation.

Contact Address:
General Manager (Procurement)
 Supply Chain Management (Store Building)
 PIACL Head Office, Airport, Terminal-1, Karachi 75200, PAKISTAN
 Ph: +92-21-99044423, Email: khjzpk@piac.aero



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REQUEST FOR PROPOSAL (RFP)

INVITATION FOR THE CONSULTANCY SERVICES FOR TRANSFORMATION OF PIA ENGINEERING & MAINTENANCE INTO AN (MRO) MAINTENANCE REPAIR OVERHAUL ORGANIZATION

Pakistan International Airlines Corporation
(Limited)

Ref: PIACL/ENGG/ MRO CONSULTANCY/10/19

Website: www.piac.aero

SECTION A: PROJECT DETAILS

1. Project Background

Pakistan International Airlines Corporation Limited (PIACL), national flag carrier is set to restructure the organization in line with its Strategic Business Plan. In order to achieve greater operational efficiencies and to facilitate realization of growth targets, PIACL Management has decided to transform PIACL Engineering & Maintenance Department into an Independent Maintenance, Repair and Overhaul (MRO) facility.

PIACL requests proposals from the selected firms for the provision of consultancy services to assist PIACL in the transformation of PIA Engineering & Maintenance Department into an Independent Maintenance, Repair and Overhaul (MRO) facility within specific time-frame. The selected firms are invited for submission of Technical and Commercial proposals.

2. Business Objective

Transform PIACL Engg. & Maint. Department into an independent MRO with business processes to be re aligned based on best industry practices to become a self-sustained business unit.

3. PIACL Fleet Size & Composition

PIACL current fleet is composed of both narrow & wide-body aircraft comprising of Boeing 777, Airbus A320 & ATR42/72 families. The combined numbers at the moment stands at 35 with an expected growth up to 50 aircraft in future.

4. Project Scope

Prepare, propose and implement Project Plan for transformation of PIACL Engineering & Maintenance into an Independent MRO facility, based on best industry practices / Airline models, encompassing the following components:

- a. Define Project Milestones and actively participate in implementation for all Phases of the Project with corresponding timelines, covering the financial as well as legal aspects related with the Project.
- b. Identify comprehensive interface between the Two entities (the Airline and the MRO), defining related working relationships, propose revised organizational structures (both the MRO and the Airline).
- c. Prepare and assist in implementation of Service Level Agreement (SLA) document between the Airline and MRO, specifying Service Levels for MRO performance (for such, KPIs to be included in the SLA).
- d. Develop and submit Contract Administration Manual (CAM) in view of SLA document

and defined KPIs, outlining Performance Matrix for future monitoring of MRO operations.

- e. Define and provide relevant procedure trainings, to ensure effective Change Management process.
- f. Prepare and assist in the Certification of MRO, by an internationally recognized Regulatory Authority.
- g. Develop marketing strategy and business plan for the MRO.
- h. Assistance in effective setup of CAMO functions and their alignment with the MRO.

5. Additional Requirements for Bidding Documents

- a. The Bidder shall identify one single Point of Contact for all contract issues, taking on responsibility over the entire Project.
- b. The Bidder Project Team should be capable to identify and solve further requirements in conjunction with this Project, such as safety-, risk-, compliance-, security-management and organizational issues on Airline level. Therefore, General airline management capabilities are favorable.
- c. The Bidder should be current and familiar with the applicable Safety and Airworthiness Regulations / Standards, such as PCAA, EASA, FAA, IOSA, etc.
- d. Proof of consultants having management experience in relevant environment with
 - i. An outline of their working approach for project
 - ii. Personnel assigned for project
 - iii. Personal Qualifications & Experience
 - iv. Resumes of the designated project team should be attached with the proposal.
- e. The successful Bidder shall make designated Project team available at PIACL facilities in Karachi
- f. For each milestone, minimum allocated Man-days on-site (Karachi) & off-site for the Project to be mentioned in the submitted proposal.
- g. The bidding firm should have detailed understanding of maintenance procedures and processes in line with the best industry practices (includes but not limited to) ERP solution(s), in synch with MRO-IT platform of PIACL Engineering & Maintenance.
- h. The successful Bidder shall ensure proper project planning and control till complete transformation.
- i. Other value adding features (if any).

SECTION B: INSTRUCTIONS TO BIDDERS (ITB)

1. Introduction /Scope of Bid

The Bidders are invited to submit a detailed Technical Proposal and a Financial/Commercial proposal for Services required as per requirements detailed in the bidding documents.

The Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. PIACL will provide inputs specified in the RFP and reasonably assist the Bidder.

By submitting a Proposal, the Bidder agrees to be legally bound by the terms and conditions set out in this RFP. The Proposal will be considered as a binding offer from the Bidder subject to acceptance by PIACL.

1.1 Eligible Bidders

- a. The bidders are expected to have successfully completed at-least one project for transformation of Airline Engineering Department into MRO to participate in the bidding process. The proposal should accompany verifiable evidences and details of such completed project(s).
- b. Joint Ventures are eligible to participate in the bid. In case of joint ventures, Lead Bidder to be specifically defined alongside partners. The Lead Bidder would take the entire responsibility of submitted bid. Offers received through brokers / agents / intermediaries shall not be considered.

1.2 Cost of Bidding

The Bidders shall bear all costs associated with the preparation and submission of its proposal, and Pakistan International Airlines Corporation Limited, hereinafter referred to as "PIACL", will in no case be responsible or liable for those costs or any of the losses to the Bidder, regardless of the conduct or outcome of the bidding process.

2. The Request for Proposal Document

- 2.1** The Bidders must examine all instructions, forms, terms, specifications and other information in the RFP Documents. Each Bidder by submitting its proposal shall be deemed to have satisfied itself as to all the conditions and circumstances affecting the scope of work and bid amount / contract price.
- 2.2** Failure to furnish all information required by the RFP Documents or to submit a Proposal not substantially responsive to the RFP Documents in every respect will be at the Bidder's risk and may result in the rejection of their Proposal and the Bidder shall not hold PIACL liable for such rejection in anyway whatsoever. PIACL reserves

the right to verify at its sole discretion any or all information submitted in response to RFP Document. Any false information or misrepresentation or non-disclosure may result in rejection of the entire Proposal.

3 Clarification of RFP Document

PIACL has made every effort to make the RFP Document as clear as possible. However, in a project of this size and complexity, Bidders may need more clarifications.

Bidders may inquire for clarification on any item of the RFP document up to seven (07) days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, or electronic mail to the PIACL's address indicated in the RFP. PIACL may respond by paper mail or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all parties who intend to submit proposals.

Contact Address:

General Manager (Procurement)
Supply Chain Management (Store Building)
PIACL Head Office
Airport, Terminal-1
Karachi 75200
PAKISTAN
Ph: +92-21-99044423
Email: khjzpk@piac.aero

4 Amendment to RFP Documents

4.1 PIACL may modify the RFP Document by issuing addenda, for any reason, and at any time prior to the deadline for submission of Proposals. Any addenda to the RFP Document shall be considered part of the RFP Document.

4.2 All Bidders will be notified of the addenda in writing by newspapers, email, or letter. All such Bidders shall confirm receipt of such addenda to PIACL and it shall be binding on them.

To allow Bidders reasonable time to take any addenda into account in preparing their Proposals, PIACL may, at its own discretion, extend, as necessary, the deadline for the submission of proposal.

5 Preparation of the Proposals

5.1 Proposals and all correspondence and documents relating to proposals exchanged by

the Bidders and PIACL shall be in English.

5.2 Bidders will be required to submit separate proposals along with implementation plan for complete MRO Transformation each comprising of following two (02) proposals and documents:

- a. Technical Proposal (one Original and one Copy “Soft Copy and Hard Copy)
- b. Financial/Commercial Proposal (one Original and one Copy)
- c. The relevant completed “Proposal Form” as included in Section C “Template Forms”, completed and duly signed.
- d. The Bid security furnished in accordance with Section B Sub-section 9.

5.3 **TECHNICAL PROPOSAL:** In preparing the Technical Proposal, the Bidders are expected to examine documents constituting this RFP in detail. Deficiencies in providing the information requested may result in rejection of a proposal. While preparing the Technical Proposal, the Bidders must give particular attention to the following:

- a. It is desirable that the majority of the key professional staff proposed by the Bidder should be its permanent employees or have an extended and stable working relationship with it.
- b. Proposed professional staff must, at a minimum, have sufficient experience in the required field, preferably working under conditions similar to those prevailing in the country of the assignment.
- c. Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- d. Reports to be issued by the Bidders as part of this assignment must be in English language.

5.3.1 Information Required

- a. Detailed project plan with timeframe for each task and sub task.
- b. A brief description of the bidder’s organization and an outline of recent experience on assignments of a similar nature.
- c. Any comments or suggestions on the Terms of Reference and on the data, a list of products/services, and facilities to be provided by PIACL.
- d. A description of the methodology and work plan for implementation of the project.
- e. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
- f. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. The format of CV must be as per format

attached in Section C, Form C-6. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

- g. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the project.
- h. A detailed description of the proposed methodology, staffing, and monitoring of training, if the RFP specifies training as a major component of the project.
- i. Any additional information requested in the RFP.

NOTE: The Technical Proposal shall not include any financial information.

5.4 Financial Proposal: In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the RFP document. The Financial Proposal should list all costs associated with the project. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. Bidders must quote all prices of their goods and services in USD only

5.4.1 Proposals must remain valid for 180 days after the submission date. During this period, the bidder is expected to keep available the professional staff proposed for the assignment. PIACL will endeavor to complete discussions/clarifications within this period. However, if necessary, PIACL may require extension in the said validity period. The proposal submitted by the bidders shall comprise the following:

- i. The relevant completed "Proposal Form" as included in Section C.
- ii. The successful bidder will be required to furnish, on or before the date of the signing of the contract, a performance guarantee equal to 5% (five percent) of total value of the contract price/successful bid amount from a reputable scheduled bank acceptable to PIACL.

5.4.2 The Bidder is required to deposit Bid Bond equal to 2% of the bid submitted for MRO Transformation, with the bid at the time of submission of the bid as per Section B Sub-section 9. The Bid Bond shall be furnished in the form of a pay order of a scheduled bank in favor of PIACL. The earnest money will be returned to unsuccessful bidder for which unsuccessful bidder has to submit a written request. The Bid Bond deposited by the successful bidder will be kept as security deposit until project is completed satisfactorily. No interest will be payable on Bid Bond to successful or unsuccessful bidder.

6 Proposed Prices

Prices quoted by the Bidder shall be fixed prices during the Bidder's performance of the contract. Proposals submitted with adjustable price quotations will be rejected and the Bidder shall not hold PIACL liable in anyway whatsoever for such rejection.

7 Documents Establishing Bidder's Eligibility and Qualifications

The documentary evidence of the Bidder's qualifications and ability to perform the contract if its proposal is accepted shall establish to PIACL's satisfaction:

- 7.1 That, in the case of a Bidder not doing business in Pakistan, the Bidder will be able (if awarded the Contract), to carry out service obligations prescribed in the RFP Documents. Documentary evidence supporting aforementioned must be provided;
- 7.2 That the Bidder and any Sub-Bidders have financial, technical, and staff capabilities to support the MRO Transformation, and have a successful performance history, appropriate for their role in fulfilling the contract.
- 7.3 Each Sub-Bidder must sign a Letter of Authorization / Joint Venture Agreement authorizing Lead Bidder to act on its behalf. A copy of this Letter of Authorization / Joint Venture agreement must be submitted along with the Proposal. The Lead Bidder shall be completely responsible for all contract services to be performed. The Lead Bidder must demonstrate that all aspects of this RFP Document have been carefully and completely considered.
- 7.4 No substitution of a Sub-Bidder shall be allowed during the term of this contract. Failure of a Sub-Bidder to perform as expected shall not relieve the Lead Bidder of its duties to perform on the whole requirement and the Lead Bidder shall be liable for any / all loss(es) / damage(s) that PIACL may suffer as a result of failure of a Sub-Bidder to perform any / all of its obligations under this contract.

8 Document Establishing Products, Services, Eligibility & Conformity to RFP

- 8.1 Pursuant to Section B Sub-section 1.1, the Bidder shall furnish, as part of its Proposal, documents establishing the eligibility and conformity to the RFP Documents of all products and services that the Bidder proposes to supply under the contract. This includes all the information/evidences needed to evaluate the Bidder as set forth in sections E & F (Bidder's Qualifications, Experience & Evaluation).
- 8.2 The documentary evidence of conformity for products and services to RFP Documents may be in the form of written descriptions, literature, diagrams, certifications and client references.

9 Bid Bond

- 9.1 The Bidder shall furnish, along with its Financial Proposal, a bid bond for 2% (two percent) of the total amount of the Products, Services and Support Prices.
- 9.2 The bid bond shall be denominated in USD, shall be valid for One Hundred and Eighty (180) days beyond the validity of the Proposal, and shall be in one of the following forms:
 - 9.2.1 A bank guarantee by a Pakistani Scheduled bank of the Bidder's choice, in the form provided in the RFP Documents;

- 9.2.2 A Pay Order / Demand Draft drawn on a Pakistani Scheduled bank.
- 9.3 Any Proposal not secured in accordance with Section B Sub-section 9, items 9.1 and 9.2 will be rejected by PIACL and the Bidder shall not hold PIACL liable in anyway whatsoever for any such rejection.
- 9.4 Unsuccessful Bidders' bid bond will be discharged or returned as promptly as possible after the expiration of the period of Proposal validity prescribed by PIACL pursuant to Section B Sub-section 10.
- 9.5 The successful Bidder's bid bond will be discharged upon the Bidder signing the contract, pursuant to Section B Sub-section 22, and furnishing the performance guarantee, pursuant to Section B Sub-section 21.
- 9.6 The bid bond may be forfeited:
- 9.6.1 If a Bidder attempts to withdraw its Bid before the date stipulated in the RFP for the validity of the Bid or any extension in this date agreed between the Company and the Bidder,
- 9.6.2 If a Bidder attempts to modify or amend its Bid without approval / consent of the Company before the date stipulated in RFP for validity of Bid or any extension to this date agreed between the Company and the Bidder,
- 9.6.3 The Bidder shall not hold the Company liable in anyway whatsoever for the amount so forfeited by the Company.

NOTE: Foreign bidders are exempted with the Bid Bond requirement.

10 Period of Validity of Proposals

Proposals shall remain valid for at least 180 days from the date of Proposal submission or any extension thereof, prescribed by PIACL. A Proposal valid for a shorter period shall be rejected by PIACL.

11 Tender Proceedings

For sake of clarity, the PPRA (Public Procurement Regulatory Authority of Pakistan) guidelines for Single stage – two envelope procedure, which are as follow, shall be followed.

- 11.1 The bid shall comprise a single package containing two separate envelopes. One envelope shall contain the financial proposal while the other one shall contain the technical proposal;
- 11.2 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- 11.3 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;

- 11.4 The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of PIACL without being opened;
- 11.5 PIACL shall evaluate the Technical Proposal in a manner prescribed in the RFP documents, without reference to the price(s) and reject any proposal which does not conform to the specified requirements;
- 11.6 During the Technical evaluation, no amendments in the technical proposal shall be permitted;
- 11.7 The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- 11.8 After the evaluation and approval of the technical proposal(s), PIACL shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- 11.9 The bid evaluated as highest score (as per prescribed criteria) shall be accepted.

12 Submission of Proposals

- 12.1 The Bidder is required to submit an original and one copy of each of its Technical and Commercial Proposals clearly mark each “ORIGINAL BID” or “COPY OF BID”, as appropriate. In the event of any discrepancy between them, the original shall govern.
- 12.2 The Technical and Commercial Proposals shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the contract
- 12.3 Bidders are required to submit their offer in sealed envelopes either in person or through courier. Each offer should be clearly marked as “Bid Consultancy Services for the MRO Transformation Project” at top of the envelope.
- 12.4 The Technical and Financial Proposals shall be submitted in separately sealed envelopes, each marked “Technical Proposal” and “Financial Proposal” accordingly, and bearing the name and complete return address of the Bidder, **be addressed to:**

General Manager (Procurement)
Supply Chain Department (Store Building)
PIACL Head Office
Airport, Terminal-1
Karachi 75200
PAKISTAN
Ph: +92-21-99044423
Email: khijzpk@piac.aero

13 Deadline for Submission of Proposals

- 13.1 Proposals must be received by PIACL at the address and by the time specified in the tender i.e. **10:00 Hrs (Pakistan Standard Time) 4th December, 2019**. Proposals received after this deadline will be rejected and returned to the Bidder unopened.
- 13.2 PIACL may, at its discretion, extend this deadline for the submission of Proposals, in which case all rights and obligations of PIACL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 13.3 PIACL reserves the right to reject any or all proposals or divide the business in more than one bidder or not to implement the MRO Transformation.

14 Opening of Proposals by PIA

- 14.1 PIACL will open all Technical Proposals at a place and time to be advised in the covering letter by PIA. Bidders or their authorized representatives may attend opening, and those who are present shall sign a register evidencing their attendance.
- 14.2 No Proposal shall be rejected at the time of Proposal opening, except for late Proposals, which shall be returned unopened to the Bidder.
- 14.3 The Commercial Proposals of Bidders will be opened subsequently and evaluated. Bidders will be informed of the place and time by PIA.

15 Clarification of Proposals

- 15.1 During evaluation of Proposals, PIACL may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Proposal shall be sought, offered, or permitted during evaluation of the Proposal.
- 15.2 PIACL may also request the Bidder to give “proof of concept” by developing prototypes of specific scenarios identified by PIA.

16 PIA’s Right to accept any Proposal and to reject any or All Proposals

- 16.1 PIACL reserves the right (without limitation to any other right whatsoever) to accept or reject any Proposal, or to annul the bidding process and reject all Proposals at any time prior to contract award without incurring any liability to the affected Bidder or Bidders.

- 16.2 PIACL also reserves the right (without limitation to any other right whatsoever) to award the consolidated contract in its entirety to a single Bidder or to award it in parts to more than one Bidder without incurring any liability to the affected Bidder or Bidders.

17 Evaluation & Finalization of Selection.

- 17.1 After receipt of proposals from the Bidders, PIACL will evaluate and study the submitted proposals. PIACL does not bind itself to award the contract to the lowest or to any Bidder but will take into consideration all relevant facts and aspects. Finalization of the Contract between the successful Bidder and PIACL will be held in the presence of members of PIA's designated team.
- 17.2 The finalization of the contract with the successful Bidder will conclude with a review of the agreed draft, to be signed by PIACL and the Bidder, ensuring successful delivery and completion of the project. PIACL and the successful Bidder will sign the agreed draft of the contract subsequent to the relevant internal approvals. If this process fails, PIACL may invite the next Bidder for the award of the assignment. In this regard, Bidders should submit draft copies of their proposed contracts and Service Level Agreements along with their Technical Proposals.

18. Confidentiality

- 18.1 Information relating to evaluation of proposals and recommendations concerning awards will not be disclosed to the Bidder or to other persons not officially concerned with the process. The Bidder shall maintain complete confidentiality of its proposal and shall not disclose the proposal or any terms thereof to any unrelated person or any third party. The Bidder shall also keep confidential all its discussions and negotiations with PIAC.
- 18.2 For the purpose of this RFP all Bidders receiving or responding to this RFP are considered potential Bidders and have been identified throughout the RFP accordingly.

19. Bidder's Profile

In assessing a potential Bidder's ability to provide the Consultancy for MRO Transformation PIACL is seeking details of the Bidders' structure including:

- a. The core activities of the business;
- b. The products and/or services provided; and
- c. The future Plans of the bidder.

20. Legal Binding

By submitting a Proposal, the Bidder agrees to be legally bound by the terms and

conditions set out in this RFP. The Proposal will be considered as a binding offer from the consultant capable of acceptance by PIACL. If during the course of any discussions or negotiations PIACL and the Bidder agrees to vary any terms or the Proposal, the Proposal will be deemed to be amended to the extent of the agreed variation and PIACL may accept the Proposal as deemed amended.

21. Performance Guarantee

21.1 Within five (5) working days of the receipt of notification of award of the Contract from PIA, the successful Bidder shall furnish a Performance Guarantee for 5% (five percent) of Contract value in accordance with the conditions of Contract, using the Performance Security Form provided in the RFP document.

21.2 In case joint venture is successful in the bidding process, the *Lead Member* of such joint venture will be responsible to PIACL for performance of obligations under the agreement as principal obligator.

22. Signing of Contract

22.1 Within four (04) working days of receipt of Performance Guarantee in accordance with Section B Sub-section 21, PIACL will send the successful Bidder *the Contract Form* provided in the RFP documents, incorporating all agreements between the parties.

22.2 Within four (04) working days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to PIA.

22.3 By mutual agreement in writing, the contract signature date may be postponed by up to fifteen (15) days.

23. Contacting PIA

Any effort by the Bidder to unethically influence PIACL in the process of evaluating Proposals and in decisions concerning award of the contract will result in the rejection of the Bidder's Proposal. The Bidders submitting proposals should attach a declaration that:

23.1 They will not obtain or induce the procurement of the contract or any right, interest, privilege, or other obligation or benefit related to the contract from PIACL or the Government of Pakistan, or any subdivision or agency thereof, through any corrupt business practice.

23.2 They will not give or agree to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any person or organization, including affiliates, agents, associates, brokers, consultants, directors, promoters, shareholders, sponsors or subsidiaries, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing pursuant to the contract or any right, interest, privilege or other obligation or benefit related to the contract in whatsoever form.

- 23.3 They have made and will make full disclosure of all contracts and arrangements with all persons / organizations in respect of or related to the proposed contract with PIACL and have not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 23.4 They agree to pay compensation to PIACL in an amount equivalent to the direct losses to PIA, which would include the sum of any commission, gratification, bribe, finder's fee or kickback that would otherwise have been given to PIACL in the form of a concession, given by the parties submitting proposals for the purpose of corruptly obtaining or including the procurement of the contract or any right, interest or other obligation or benefit related to this contract in whatsoever form from the parties submitting proposals, if it shall ultimately be determined by a final judicial decision that the party submitting proposals has so obtained or induced the procurement of the contract, or any right, interest, privilege or other obligation or benefit related to such contract.

SECTION C: **TEMPLATE FORMS**

Notes for Bidders on the Template Forms

1. The Bidder shall complete and submit Proposal Form in accordance with the requirements included in Section B.
2. The Bidder should provide the Bid Bond as per the form included in this Section.
3. The Performance Guarantee form should not be completed by the Bidder at the time of their Proposal preparation. Only the Successful Bidder will be required to provide Performance Guarantee as per the form included in this section. PIACL, however reserves the right, in case of failure on part of the Bidder to provide the aforesaid Performance Guarantee in accordance to the instructions as laid down in Section B, sub-section 21, within the specified time, to forfeit the Bid Security furnished by the Bidder.

Proposal Form

To:

General Manager (Procurement)
Procurement and Logistics Building
PIACL Head Office
Airport Terminal-1
Karachi 75200
PAKISTAN

Dear Sir:

Having examined the Request for Proposal Documents including Addenda Nos. *[insert numbers, if issued and applicable]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our Consultancy services and technical expertise for the MRO Transformation in full conformity with the said RFP Documents.

We undertake, if our Proposal is accepted, to implement the MRO Transformation in accordance with the Project milestones agreed with PIA.

We certify that a bid bond for 2% (two percent) of the total amount of the proposal is submitted along with Financial Proposal. *(Not Applicable for Foreign Bidders)*

If our Proposal is accepted, we will provide a Performance Guarantee in the form and in the amounts, and within the times stipulated in the Request for Proposal Documents.

We agree to abide by this Proposal for a period of 180 days from the date fixed for Proposal submission, or any extended date, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this _____ day of _____ 20_____.

[Signature] [In the capacity of]

Duly authorized to sign Proposal for and on behalf of _____

Bidding Organization Profile

[Provide a brief (not more than five pages) description of the background and organization of your firm/entity and each sub-Bidder (if any) for this assignment.]

Bidder's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for **carrying out services similar to the ones requested under this assignment**. Attach details on separate sheet if necessary.]*

Assignment name:	Approx. value of the contract (in current USD):
Country/State/Province: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment: (If applicable)
Address:	Approx. value of the services provided by your firm under the contract (in current USD):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by Sub-Bidder:
Name of Sub-Bidder, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Description of Approach, Methodology & Project Plan for the Project

[In order to ensure timely completion of this project, the consultant should submit a methodology and detailed Project Plan including major milestone, the estimated completion timeline of each mile stones/ area/sub area of the scope]

Team Composition and Task Assignments

[Using the format below, provide information regarding the nominated project team for this assignment based on proposed methodology and work plan. Depending upon skill sets, experience and certifications as mentioned in CV and subject to the submission of documentary evidences]

Professional Staff /Nominated Project Team			
Name of Staff	Position Assigned	Area/Task Assigned in this Project	Skill Sets

Curriculum Vitae (CV) for Professional Staff

[CVs should be submitted for Nominated Project Team/Professional Staff only]

1. **Proposed Position:** __
2. **Name of Firm** [Insert name of firm proposing the staff]: __
3. **Name of Staff** [Insert full name]: ____
4. **Date of Birth:** _____ **Nationality:** __
5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates when obtained]:

6. **Trainings** [Indicate significant training since, education under 5, were obtained]:

7. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]:

8. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

9. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: __

Employer: ____

Positions held: _____

10. **Detailed Tasks Assigned**

[List all tasks to be performed under this assignment]

11. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[Among assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the

tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Bid Bond Form

BANK GUARANTEE NO. _____

DATED: _____

AMOUNT: _____

EXPIRY: _____

Pakistan International Airlines Corporation Limited

Karachi Airport

Karachi

BID BOND

AS PER TENDER NO. _____

FOR _____

WHEREAS _____ (hereinafter called "the Bidder") has submitted to PAKISTAN INTERNATIONAL AIRLINES (hereinafter called "the Company") a bid dated ___ day of _____ year _____, for the execution of the above work.

AND WHEREAS it is provided by this bid that the Bidder shall furnish the Company with security by way of an unqualified bond or guarantee for the due fulfillment of certain matters relating to this Bid.

AND WHEREAS _____ have at the request of the Bidder agreed to give such security.

NOW THEREFORE WE _____ of

_____ undertake, subject to the following terms, to pay to the Company unconditionally and irrevocably on its first written demand such sums as may be claimed by it in writing up to a maximum of USD _____ as recorded on the Request for Proposal.

1. The Company may claim payment hereunder if either:
 - 1.1 Before the date stipulated in the Request for Proposal for the validity of the Bid or any extension to this date agreed between the Company and the Bidder, the Bidder attempts to withdraw, modify, or amend his bid; or
 - 1.2 The Company has agreed with the Bidder that a Contract will be executed, but the Bidder fails to execute the formal Contract Document when requested to do so by the Company; or
 - 1.3 At the time of entering into a Contract with the Company to undertake and complete the work, the Bidder fails to provide the Bonds and Guarantees required by such Contract.

2. Payment shall be made hereunder on the Company's first written demand to us stating that one or more of the above events has occurred without any reference to the Bidder; and without further condition or substantiation and without the necessity of any proceedings whatever, whether judicial or otherwise being instituted by the Company.

3. The Bond shall remain in full force and effect until the date when the Bidder shall have executed the formal Contract Document and provided the necessary Bonds and Guarantees there under or upon the written rejection by the Company of the Bidder's Bid, whichever is earlier, at which time the Bond shall automatically expire and be of no further effect.

IN WITNESS WHEREOF this Bond has been duly signed and sealed on the _____ day of _____ year _____.

For and on behalf of

Officer

Manager

Witnesses:

1. _____

2. _____

Draft Contract

THIS AGREEMENT is made the ____ day of _____ year ____ between Pakistan International Airlines (hereinafter called "PIACL") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS PIACL invited Proposals for Consultancy Service for MRO Transformation and has accepted a Proposal by the Bidder for the provision of those services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Instructions to Bidders;
 - b. Product and Services Requirements as applicable;
 - c. General Instructions and Conditions of Contract;
 - d. Special Terms and Conditions of Contract;
 - e. Bidder's Proposal.
3. In consideration of the payments to be made by PIACL to the Bidder as hereinafter mentioned, the Bidder hereby covenants with PIACL to provide the services therein in conformity in all respects with the provisions of the agreement.
4. PIACL hereby covenants to pay the Bidder in consideration of the provision of the products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Unless expressly stated herein, wherever any period or periods of time are specified, the parties hereto agree that time shall be the essence of the Contract.
6. Unless expressly stated herein, failure of one party to exercise any option, right or remedy under the Contract or to demand compliance of any obligation of the other party, shall not constitute a waiver of any such option, right or remedy or the performance thereof.
7. Each of the rights and obligations contained in this Contract shall be deemed to be distinct and severable so that if one such rights and obligations shall be declared or

become illegal, void or unenforceable, then the remaining rights and obligations shall (unless the effect is to frustrate the fundamental basis of this Contract) continue in full force and effect.

8. The Bidder shall not assign any of its duties / obligations under this contract to any third party.
9. The parties to the Contract shall not be liable for any loss, claims or demands of any nature whatsoever and shall not be deemed in breach of this Contract because of any delay or failure in observing or performing any of the conditions or provisions hereof if such delay or failure is caused by or arises out of any circumstances whatsoever, beyond the affected party's control, including (but without limiting the generality of the foregoing), declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorder, embargoes or trade restrictions of any sort, government or quasi-government action, acts of God, fire, flood, earthquakes, explosion, accident, radiation, strike, lockouts or other Labor disputes or disasters.

10. PIACL shall have the right to terminate the Contract:
 - If the Bidder, in the judgment of PIACL, is or has been engaged in corrupt or fraudulent practices in competing for or executing the Contract
 - If the Bidder commits a breach of any of the terms and conditions of this Contract

In any case PIACL terminates the contract on any of the aforesaid reasons; the Bidder shall be liable for all direct losses, damages and charges incurred by PIACL, in relation to the termination of this contract.

11. All disputes or any difference or question which may arise between the parties hereto or any person claiming thereof, touching or arising out or in respect of this Contract or the subject matter thereof shall be referred to the arbitration in accordance with the Arbitration Act 1940, each party shall appoint its own Arbitrator and the decisions in such arbitration proceedings shall be final and binding on both the parties. The parties submit to the jurisdiction of the courts of Karachi, PAKISTAN.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, sealed, and delivered by the _____
said *[name of representative]* (for PIA) _____
in the presence of *[name of witness]* _____
Signed, sealed, and delivered by the _____
said *[name of representative]* (for the Bidder) _____
in the presence of *[name of witness]* _____

Performance Guarantee Form

BANK GUARANTEE NO. _____

DATED: _____

AMOUNT: _____

EXPIRY: _____

Pakistan International Airlines Corporation Limited

Karachi Airport

Karachi

Dear Sir,

PERFORMANCE GUARANTEE

DESCRIPTION OF WORK _____

Whereas, we understand that you have placed a Work Contract No. _____
_____ dated _____ with _____ (The
Bidder) for the above mentioned work and that in accordance with the terms of the
contract, the Bidder is required to furnish a Bank Guarantee in respect of its obligations
under the said contract for an amount equal to 5% (five percent) of the total contract
value viz (amount of contract in words and figures).

Now, therefore, in consideration of the above, we, (Name and address of Bank) hereby
GUARANTEE irrevocably and unconditionally the due payment to you upon demand of
first written such sum or sums not exceeding (amount of guarantee in words and figures)
without whatsoever right of objection in the event that the Bidder fails to perform or
fulfill any of the terms and conditions of the contract at the time or during the period
specified therefore in the contract, provided that any demand hereunder is received in
writing at this office within the validity of this guarantee accompanied by your written
declaration to us that the Bidder has failed to comply with the terms of the contract, and
such declaration shall be accepted by us as conclusive proof that the amount claimed is
due to you, and we shall forthwith pay you the entire amount claimed.

Our liability under this guarantee shall not be affected by any dispute or difference

between you and the Bidder or by any forbearance or indulgence granted by you to the Bidder or by any other security held by you from the Bidder relating to the above-mentioned

Contract or any variation in the contract or any other matter or thing which might otherwise affect our liability hereunder.

We further guarantee that no change or addition to or other modification of the terms of the Contract shall in anyway release us from any liability under this Guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee will remain valid until and any claims hereunder must be received by that date, after which this guarantee will become null and void, and must be returned to us for cancellation.

This guarantee shall be construed in accordance with the laws of Pakistan.

For and on behalf of

Officer

Manager

Witnesses:

1. _____

2. _____

SECTION D: Format and Contents of Proposal

1. General Proposal Requirements

- 1.1 Proposals should be prepared simply and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this RFP.
- 1.2 Bidders must follow all formats and address all portions of the RFP set forth herein providing all information requested. Bidders may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of PIACL's information requirements.
- 1.3 Bidders must respond to every subsection under the Technical Proposal and Cost Proposal sections. Bidders must label each response to RFP requirements with the section and subsection numbers or Proposal Reference IDs associated with the subject requirement in this RFP.
- 1.4 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place, within the body of the Proposal.
- 1.5 Proposals shall be prepared on standard A4 size paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. Proposal pages must be numbered and responses must be identified by the related RFP section number.
- 1.6 Bidders shall divide their responses to this RFP into a Technical Proposal and a Financial Proposal. Financial Proposal and pricing information should not be included in the Technical Proposal. Inclusion of Price Proposal or pricing in the Technical Proposal shall make the proposal non-responsive.

2. Required Format of the Proposal

Each Bidder can submit only one Proposal. Bidders shall prepare their Bids using the following structure and form.

2.1 Executive Summary

The Bidder's response concerning its ability to satisfy the qualification, eligibility, business and technical requirements as stated in the RFP Document.

2.2 Bidder's Qualification and Experience

The Bidder should provide information regarding his eligibility, qualification and relevant experience to perform the requirements under Section E- "Bidder's Qualification and Experience" of this RFP.

2.3 Implementation Strategy

The Bidder should provide details of the implementation strategy for the proposed project plan. Details should be provided of the project organization that will be maintained. The Project progress reporting mechanism is to be highlighted. Details of how the resources identified will be utilized during the various phases of the Project should be described. The quality assurance process to be followed for consultancy services, as well as responsibilities, should be described. Detailed time schedule shall be provided highlighting main milestones and activities in detail with overall time span.

2.4 Documentation

Details of documentation have to be provided for Consultancy for MRO Transformation and other Applications. It should describe a summary of contents, media on which provided, and the number of hard and soft copies. The Bidder should address the needs of all functional areas involved i.e. , technical, Finance, HR & legal.

2.5 Requirements from PIA

The Bidder must specify in detail the facilities to be provided by PIACL during the project work. The Technical Proposal must clearly mention the responsibilities of PIACL and the Bidder during different phases of the project.

2.6 Comments / Suggestions (Optional):

The Bidder should provide any comments or suggestions on the Terms of Reference.

2.7 List of all deliverables during the project should be specified in the proposal.

SECTION E: Bidder's Qualifications and Experience

Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Bidder's qualifications to deliver the services sought under this RFP:

1. A brief, descriptive statement indicating the Bidder's qualifications for consultancy services sought under this RFP. Consultant should have verifiable Airline / Aviation references for consultancy for MRO Transformation. Nos. of completed verifiable MRO Transformation references are to be provided.
2. A brief description of the Bidder's background and organizational history including:
 - a. Years in business;
 - b. Location of offices and local Infrastructure;
 - c. Form of business (i.e., individual, sole proprietor, corporation, partnership, joint venture, Limited Liability Company, etc.), whether the Airline E & M, Independent MRO and/or a Consultancy Services Firm.
3. A personnel roster and resumes of key people who shall be assigned by the Bidder to perform duties or services under the contract. The resumes shall detail each individual's title, education, current position with the Bidder, MRO Transformation experience and employment history. Bidders must include a brief commentary on each individual's experience and suitability related to the services to be provided. The lead consultants must have sufficient MRO/Engg. experience and completed at least one MRO Transformation cycles. The top consultant/ project manager must have sufficient MRO/Engg. experience and completed at least two implementation cycles. Also, the other team members must have sufficient MRO/Engg. background and functional knowledge in the maintenance environment accepted by PIACL.
4. Where applicable, a letter from its Principal or Supplier, as the case may be, that it is authorized to represent, acts as agent, and/or provide the required services required under this RFP.
5. A statement as to whether there is any pending litigation against the Bidder; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Bidder's performance in a contract under this RFP.
6. Documentation of financial responsibility, financial stability, and sufficient financial resources to provide the scope of services (and any related equipment) to PIACL in the volume projected and within the time frames required; said documentation shall include:
 - A description of the Bidder organization's size, longevity, client base;
 - A statement as to whether, in the last ten (10) years, the Bidder has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details; and

- Other pertinent financial information by which PIACL may reasonably formulate an opinion about the relative stability and financial strength of the Bidder. This information must include the most recent audited financial statement.
 - Last 3 years' earnings through similar consultancy services.
7. The Proposal should include the following details of each MRO Transformation client in tabular form.
- Client Name and Address
 - Nature of Assignment
 - MRO Transformation Package
 - Date of Assignment Completion
 - Nature of Client's Business
 - Type of Service provided
 - Contact Person's Name and Contact details.

SECTION F: Evaluation

1. Evaluation of Bidders

Evaluation process of the bidders involves Technical Evaluation as well as financial evaluation. The evaluation is based on data submitted by the bidder and which should be substantiated with verifiable evidence. PIACL may ask the bidders to demonstrate its functional capability through presentation.

2. Criteria for Technical and Commercial Evaluation of bidder for "Consultancy Services for the MRO Transformation Project"

Technical Evaluation Performa

Sections	Max Score
A. Completed Projects of Similar Nature	25
B. Project Implementation Timeframe	15
C. Organization Profile	24
D. Methodology	16
E. Composition of Team Assigned for this Project	16
F. Additional Services	4
Total	100

A - Completed Projects of Similar Nature (Max Points = 25)	
Two or more than two Projects	20 Points
Only one Project	15 Points
Successfully completed own MRO Transformation	5 Points (Bonus Points)

B - Project Implementation Time Frame (Max Points = 15)	
Six months or less	15 Points
More than six months but less than nine months	10 Points
More than 9 months but less than 12 months	5 Points

C - Organization Profile (Max Points = 24)		
Financial Strength	10 Points	Avg. Turnover in last three years equal to USD 0.75 Million or more from Consultancy Services
	6 Points	Avg. Turnover in last three years of USD 0.4 Million or more from Consultancy Services
	4 Points	Avg. Turnover in last three years of USD 0.3 Million or more from Consultancy Services
Type of Business	10 Points	Parent company or self is Airline E&M / MRO & also involved in Consultancy services
	7 Points	Parent company or self is Airline E&M / MRO
	5 Points	Involved in Consultancy Services only
Company Established (No. of years) as of 4 th Dec-19	4 Points	10 or more years
	3 Points	6 to 10 years
	2 Points	Less than six years

D - Methodology (Max Points = 16) Refer Section A, Sub-section 4 items a-h	
a	Full Compliance: 2 Points for respective Item No Compliance: 0 Points for respective item
b	
c	
d	
e	
f	
g	
h	

E - Composition of Team Assigned for this Project (Max Points = 16)		
Project Manager (PM) experience of transformation of Airline Engg. to MRO	6 Points	2 or more Projects of Airline Engg. MRO transformation
	3 Points	1 Project of Airline Engg. to MRO transformation
	1 Point	No Airline Engg. / MRO transformation project but Overall more than 5 projects as lead consultant
Team Size	5 Points	No. of persons Dedicated for this project > 5
	3 Points	No. of persons Dedicated for this project > 3
	1 Point	No. of persons Dedicated for this project > 2
Experience Level and Relevance of Proposed Team	5 Points	High (each resource has at least 5 years of Airline/MRO experience and combined team experience is equal to or more than 20 person-years)
	3 Points	Moderate (each resource has at least 3 years of Airline/MRO experience and combined team experience is equal to or more than 15 person-years)
	1 Point	Low (each resource has at least 2 years of Airline/MRO experience and combined team experience is equal to or more than 10 person-years)

F - Additional Services (Max Points = 4) Refer Section A, Subsection 5 item i	
i. (Any additional services)	Max: 4 points

Following Weightage applies for Evaluation Criteria: Technical Weightage: 80 %, Financial Weightage: 20%

Maximum Score: 100

Passing Score: 70

Weightage of Technical & Commercial Evaluation

Technical Bid: 80%

Commercial Bid: 20%

Technical bids with scores of 70 points and above will be considered responsive and will be considered for further commercial evaluation.

Technical Bid Score: Marks obtained by Firm / 100 * 80 = _____

Commercial Bid Score: M/B * W = _____

M → Minimum Bid

B → The bid

W → Weight (20)

Total Score = Technical Bid Score + Commercial Bid Score

Note: PIACL reserves the right to reject the proposal if any of the above-mentioned requirements are not fulfilled.