

REF: GM (P)/CONT/Flight Operation Control /02/20

M/S _____

Sub: Flight Operation Control System for PIACL

Dear Sirs,

We are pleased to invite your sealed tenders for the item mentioned above. In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender/ supplies are given below:-

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to General Manager Procurement, PIA Supply Chain Management Building JIAP Karachi latest by **19-02-2020 at 1030Hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIA Supply Chain Management Building latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to General Manager Procurement which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Procurement in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs.3000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY (Local Bidders)

The Tender should be accompanied a Pay Order payable (valid for 120 days from the date of tender opening) equivalent to 2 % of total bid value in the name of M/SPAKISTANINTERNATIONAL AIRLINES as interest free Earnest Money(Refundable). Earnest Money in any other shape shall not be accepted. Earnest/Security Money deposited against a running contract(s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

Note: Submission of Tender Fee and 2% Earnest Money only for Local Bidders

C) SECURITYDEPOSIT

The successful tenderer upon award of Contract/Purchase Order will be required to furnish security deposit (pay order) in the amount equivalent to 5% of total tender value stated in the Letter of Acceptance as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

D) PREPARATION OF TENDER “Single Stage Two Envelope Basis”

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “TECHNICAL” and “FINANCIAL” proposal.
- On the given tender opening date only “Technical Proposal” will be opened in the presence of tenderers available.
- The “Financial Proposal” shall be shown to the parties but will be retained with PIA without being opened.
- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be returned *un-opened* to the respective bidders.

E) PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA’s requirements with Technical Specifications are given.

Bidders **MUST**:

- Be registered with Sales Tax Authorities. (Please attach copy of Registration Certificate). (Local Bidders Only)
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Proforma issued by PIA.
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE, BEARING COMPANY’S STAMP**

F) PREPARATION OF TENDER - FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a) Schedule "A" duly filled in, signed and sealed.
- b) Original Pay Order for Earnest Money (Local Bidders).
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner.
- d) The outer cover should bear address of the General Manager Procurement, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

G) PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order/Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 120 days.

H) Duration of Contract

This contract shall be for a term of Three (03) years from the Effective Date hereof starting from ----- to ----- . Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of sixty (60) days, at any time during the term of this Agreement. Agreement will be renewed only after expiry of the first term (03 years) for a term not exceeding the first term with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

Muhammad Usman Akhtar

GM Procurement

Supply Chain Management

PIA Head Office, Karachi.

Ph: 021 9904 3081, 9904 4101

Email: khijzpk@piac.aero, contract.administration@piac.aero

najam.haque@piac.aero, asad.bukhari@piac.aero, khivtpk@piac.aero

Enclosed:

- Term of Reference (ToR)
- Evaluation Criteria
- Draft Agreement
- Integrity Pact
- Undertaking to Execute the Contract

Request for
Proposal
(RFP)

Flight Operation Control System
Pakistan International Airlines
(PIA)

Contents

PIA Profile	6
Introduction	6
Airline Primary Information	6
Facts and Figures	6
Scope of Work.....	8
Flight Operation Control System Strategy	8
Functional Requirements for Flight Operation Control System	8
System Migration.....	9
Responding to this RFP	9
Vendor’s responsibility	9
PIA’s obligations to Vendors	10
Elements of Bidders Response	10
Vendor Company background	10
Solution Overview	10
Functionality.....	10
Time-line	11
Staffing Needs	11
Training & Documentation	11
Initial system loading	11
Testing Plan	11
Implementation.....	12
Project reports	12
Final documentation	12
Network connectivity requirements	12
System integration.....	12
Business Continuity and Disaster Recovery	12
Pricing Proposal.....	12
Evaluation of Bid.....	13
Selection Criteria.....	13
Technical Proposal’s Evaluation:	13
Financial Proposal’s Evaluation	13
Financial Criteria	14
Implementation Timeline	14
Mandatory Requirements.....	15
Format for Technical bid	16
Technical Requirements	16
Format for Financial Bid	18
Pricing for proposed Solution - Usage Fees	18
One-time Implementation Fees.....	18
Optional Services	18
Format for Bidders Information.....	19
Bidder’s Experience Form	20
Draft Agreement	21
Features Matrix for Flight Operation Control System	26
Appendix –“A”: Functional Requirement Matrix	26
Appendix “B”: System Integration Requirement Matrix	28
Appendix “C”: General Requirement Matrix	29

PIA Profile

Introduction

Pakistan International Airlines Company Limited (PIACL) is the flag carrier of Pakistan and is in the business of air transportation of passengers and cargo and related activities. PIA's primary focus is to serve the Pakistani community at large and travelers across the globe in general. The airline has its offices and stations located across the world.

As part of strategizing its position in the niche markets, and to opt for the latest technological platforms, PIACL is looking for a cloud based **Flight Operation Control System** with high capabilities. Interested parties should have good track record in managing Flight Operation system migration for large carriers and relevant experience.

Airline Primary Information

Airline Name	Pakistan International Airlines
IATA Airline Code:	PK
IATA Accounting Code	0000000044
Headquarters City	Karachi, Pakistan
Years in Operation	Since 1956
Ownership structure	Majority owned by the Government of Pakistan (91.7 %), while public/other shares 4.4 % and PIA Employees Empower Trust shares 3.9 %.
Website	www.piac.com.pk

Facts and Figures

Aircraft Fleet	5 x ATR 42-500 5 x ATR 72-500 12 x Airbus A320-200 6 x Boeing 777-200ER 2 x Boeing 777-200LR 4 x Boeing 777-300ER
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Daily Flights (scheduled)	130 (Average)
Destinations Served	<p>Domestic stations - Bahawalpur, Chitral, Dera Ghazi Khan, Faisalabad, Gilgit, Gwadar, Islamabad, Karachi, Lahore, Multan, Panjgur, Peshawar, Quetta, Rahim Yar Khan, Skardu, Sukkur, Sialkot and Turbat etc.</p> <p>International stations (Asia, Middle East, Europe, Far East, North America) Beijing, Kabul, Kuala Lumpur, Birmingham, Copenhagen, London, Manchester, Milan, Oslo, Paris, Abu Dhabi, Al-Ain, Dammam, Doha, Dubai, Jeddah, Medina, Muscat, Riyadh, Sharjah, Barcelona, Toronto etc.</p>

Flight Operation Control System

Scope of Work

PIA aims to opt for a cloud based modern Flight Operation Control System with enhanced functionalities and to renew our technology. The solution must facilitate PIA Flight Operations in terms of monitoring day to day operations, and improving current systems to industry standards.

PIA's objectives for the new Flight Operation Control System are:

Looking for an improved Flight Operation Control System which supports state of the art technology based on industry standard and efficiently provides integration with related systems.

The solution provider should comply with the standards defined by IATA, ICAO, A4A, ISO, and other service oriented standards.

The solution should enable PIA to modify existing processes where required, deploy standard operational procedure where required.

Solution must provide complete functionalities defined in the Features Matrix for Flight Operation Control System at Appendix A, B &C .Successful bidder must test and implement all such functionalities up to the operational satisfaction.

A risk free migration of vital flight operation's data, with no or minimal disruption to current operation.

Provider shall be responsible for any integration and shall perform integration with other Flight Operation Systems' modules. These modules include but not limited to third party, in-house and hosted components.

Availability of data center with impressive processing power and quality standards to ensure secure hosting of airline's data, as well as best-in-class levels of scalability, reliability and security.

Flight Operation Control System Strategy

Pakistan International Airlines Company Limited (PIACL), is soliciting proposals for an integrated Flight Operation Control System from PROVIDERS / BIDDERS.

Functional Requirements for Flight Operation Control System

This Bid is issued to invite reputed and experienced suppliers to provide a cloud based Flight Operation Control System. This section lists PIA's current and future functional requirements in line with our Flight Operation Control System strategy. The system must be able to deliver these functional requirements either currently or prior to an agreed upon future date.

The detailed requirements are listed in the **Functional Requirements Matrix** as attachment. Please submit your compliance responses in the Functional Requirements

Matrix. A soft copy of Technical Bid along with functional requirement matrix is also needed to be submitted in CD format with Proposal.

System Migration

The PROVIDER that can show demonstrable capability of end-to-end synchronized migration of flight operation's data along with all associated information to another system. PIACL is seeking a solution that focuses effort on the efficient deployment of the PROVIDER solution.

In addition to the timing of migration and implementation, PIACL values reliability and availability for the, in scope Services. PIACL wishes to deploy the system to the best of its abilities and to this end is looking for a vendor that can both demonstrate and deploy best practice use of their system to PIACL's benefit. Provider has to describe how both current and historical data (flight by flight etc.) will be migrated from PIA's current system to the new system.

PROVIDERS will be expected to present best practice use of their Services and to deploy these within the PIACL. The focus must be to get the best from the PROVIDER system and to limit customization and development work outside the necessary interfaces with other systems necessary for migration.

PIACL wish to deploy the PROVIDER services with a minimum, or no customization and adaption. The final migration plan will be mutually agreed between the selected vendor and PIA.

This document and the PROVIDER response to the RFP will form an integral part of the contract between PIACL and the selected PROVIDER.

Responding to this RFP

The RFP process that PIA will follow is described in this section. The selection of a vendor will be determined based on the information provided in response to the requirements set forth in this document. The proposal should also include a functional description of the proposed operation system components which clearly matches with the functionality and technical requirements you find in this RFP.

PIACL has developed a method to select the appropriate PROVIDER through tendering process as regulated by the PPRA authority.

For the avoidance of doubt all costs associated with the development of the response, demonstrations and presentations are at the PROVIDER's expense alone.

Vendor's responsibility

All information provided pursuant to this RFP shall be treated in strictest confidence by the vendor. The submission of a proposal represents that the vendor has read and understood the tender documents.

The vendor shall undertake the preparation of their tender submission at their own expense including travel to PIA's defined location during the tender process if needed.

Upon receiving responses to this RFP, PIA may ask vendors to perform in-person demonstrations. The vendor will be expected to demonstrate that the main elements of the proposed solution adequately meet the functional and technical requirements outlined in the RFP.

PIA's obligations to Vendors

PIA will assist the vendors whenever and wherever possible in determining local conditions and clarification of the tender documents. Any clarification questions and answers will be circulated to all vendors.

PIA reserves the right to accept or reject any proposal either in part or whole without incurring any liability or inferring any obligation to the vendor concerned.

Elements of Bidders Response

Vendor Company background

The following vendor information is to be provided:

- Name of company Head office address
- Primary contact details
- Corporate Profile - include information about your overall business and system products
- Company Financials - evidence of financial stability for the last 3+ years
- At least three (3) customer references indicating the services provided as related to the services requested in this RFP.
- Involvement of third parties - any sub-contractors or assigned vendor(s) shall be named within the proposal.

Solution Overview

Provide a high-level description of all components of System and each component required for integration with surrounded systems and/or any other system you wish to include in your proposal. Attach additional documentation as Appendices if needed.

Functionality

Please provide responses to each of the items laid out in Features Matrix for Flight Operation Control System at Appendix A, B & C.

Vendors shall indicate whether their proposed solution complies or does not comply with the requirements (**Mandatory**) and submit relevant information in sufficient detail to enable a good assessment of the product and services offered.

Time-line

The proposal should include a time line and high level milestones for the implementation, from the date of signing of contract as kick off point.

Staffing Needs

The proposal should specify the provider's team including the required competencies and knowledge and any project staff at PIA that is required during the implementation period.

Training & Documentation

The proposal should describe the time needed for training and the type of training (e.g. classroom training, on-line training, hands-on training or "train the trainer" approach). The proposal should also contain a recommended practice for training of new staff and refresher training after cutover.

Describe what documentation is provided before and after the training.

Initial system loading

The proposal should outline the steps for preparing and loading the flight schedules, aircraft type, departure & arrival time & other data, etc. The provider must list **network** detailed recommendations to ensure optimal connectivity.

The bidder must provide **technical support** for expected services, containing:

- Contacts (phone numbers, email addresses...) for technical support and incidents management,
- Onsite/remote interventions when needed,
- 24/7 availability
- English Language

Testing Plan

The provider shall perform all operational tests of the System implementation. Testing should particularly focus on the following aspects (not limited to):

- The full functioning of the systems,
- The integration of the solution to the existing network,
- A test set on the migration of existing data,
- Security of the overall system, connectivity and data.
- PIA and the provider will jointly perform validation testing/ UAT (User Acceptance Test).

Implementation

Information required in this section includes a description of your proposed implementation milestones and timelines, activities, vendor and PIA people involved in the project, etc., as well as an outline of the training courses provided. A train-the-trainer approach is preferred.

Project reports

The bidder must submit reports at each step of the project describing the following points:

- The intervening plan of both parties, PAKISTAN INTERNATIONAL AIRLINES and Bidder, specifying profiles, roles and tasks involved in this mission,
- The requirements in terms of resources and information that will set up PAKISTAN INTERNATIONAL AIRLINES to the project's success.

Final documentation

The Bidder shall provide full documentation specific to the whole solution. The formats of these deliverables paper and "soft copy" (standard formats) will be the exclusive property of PIA.

Network connectivity requirements

For each system, list network connectivity that PIA will need to acquire efficient performance of the proposed solution.

System integration

Please describe the type of interface / link that vendor will provide in order for PIA's flight operation control systems and integrated systems to interact with your proposed solution and specify if these are included as standard or an additional cost item.

Business Continuity and Disaster Recovery

Briefly describe your Business Continuity and Disaster Recovery program and specify if these measures are included as standard or an additional cost item. Provide a technical overview of the hardware and software implemented at the main data centre and back-up data centre and where the modules proposed to PIA will be hosted.

Pricing Proposal

Provide responses in the financial bid format.

The proposal should take into account all the costs for the system, i.e. specify initial set-up fees, covering costs up to cutover as well as recurring charges covering operating costs after cutover for a three (3) year initial contract term.

Prices must be quoted in US Dollars (USD).

There should not be any minimum contractual guarantee.

Evaluation of Bid

Selection Criteria

Total Marks are 200(Final Total Marks = Technical +timeline+ Financial). Selection will be made on the combine weightage of Technical and Financial Proposals. Weightage factor is as under:

Technical Proposal: 50% (Acquired Marks x0.50)

Financial Proposal: 30% (Acquired Marks x 0.30)

Implementation TimeLine:20% (Acquired Marks x 0.20)

Suggested timeline shall be submitted along with technical proposal. However, its marks and weightage shall be given when final total marks and weightage calculations will be performed. Final total marks and weightage calculations shall be performed for those bidders only whose technical proposals shall meet the criteria defined in “Technical requirements” section of this RFP.

Contract will be awarded to that bidder who will acquire over all highest combined weightage.

Technical Proposal’s Evaluation:

- Technical Evaluation will be based on Mandatory Requirements and Technical Requirements.
- Vendor **must comply with all of the Mandatory Requirement**. Failure to comply with any of the Mandatory Requirements item will automatically disqualify the bid.
- Technical Requirements are based on scoring system.
- Total marks are 100.
- Vendor **must acquire 70% of the total marks of the Technical Requirements to qualify for the opening of Financial Proposal**.
- **Less than 70% of the score will result in bid’s disqualification.**

Financial Proposal’s Evaluation

Financial Proposal’s marks are 50.Only those financial bids shall be open whose technical proposal will meet the technical criteria.

The Financial proposal should give all relevant price information and should not contradict the Technical proposal in any manner. All prices should be quoted in USD only. Prices should be valid for 180 days from the date of submission. All increases in price will be to vendor's account. Audited reports of last three years will be submitted with Technical Proposal; however, their marks will be counted during Financial Evaluation of the bids

Financial Criteria

S#	Criteria	Marks
1	Vendor will require to submit last three years audited reports (Yes = 5, No = 0)	5
2	Lowest Bid (1st Lowest=45, 2nd Lowest = 35, 3rd Lowest=25, Rest of Bids = 15.)	45
Total Marks		50

Implementation Timeline

Timeline requirement has 50 marks and its weightage is 20%. Timeline shall be submitted along with technical proposal. Distribution of marks is as under:

Duration with High Level Overview	Less than 30days= 50 marks 31-60 days= 40 marks 61-90 days= 30 marks 91-120 days= 20 marks More than 120 days= 0 marks
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Technical Criteria

Mandatory Requirements

S#	Criteria	Eligibility (YES/NO)	Evidence Reference
1	Must be an established international organization and service provider for aviation industry for at least 5 years.		
2	Comply with all the mandatory requirements as defined in the Features Matrix for Flight Operation Control System at Appendix A, B & C.		
3	Firm must have a valid registration with relevant allied agencies / organizations / regulatory authorities (IATA etc.)		
4	Vendor will not charge for the upgrades, version change, and feature or product change during the contract period		
5	Vendor must provide draft Service Level Agreement (SLA)		

NOTE:

Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process. All bidders must fill the checklist format compliance of the eligibility criteria above.

PIACL reserves the right to review, modify or adapt these criteria at its sole discretion.

Format for Technical bid

The technical bid is to be submitted for Flight Operation Control System as per the Functional Requirement matrix provided in appendixes.

All claims made by the Tenderer regarding the below mentioned Evaluation criteria must be backed by verifiable proof of evidence. Tenderers may fill out the following form for self-evaluation. The Authority competent to evaluate is the purchaser - PIA.

Technical Requirements

Requirements with description		Max. Marks
1	<p>Company Age</p> <p>10 marks for more than 10 years, 5 marks for between 5 - 10 years, 0 marks for less than 5 years</p> <p>(Certificate of Incorporation or Registration by concerned authorities)</p>	10
2	<p>Total current Installations of the component being offered, serving for at least more than 12 months.</p> <p>10 marks for more than 5 Installations, 07 marks for 3-5 Installations, 05 marks for 1-3 Installations</p> <p>If less than above, then 0 marks</p> <p>(Verifiable proof of evidence is required; mentioning the number of clients on bidder's original letterhead duly signed and stamped by the bidder, certifying the time of Installation.)</p>	10
3	<p>No. of successful migrations completed in the last 5 years for offered component</p> <p>More than 5 Clients = 15 marks 4 to 5 Clients = 10 marks for 1 to 3 Clients = 5 marks</p> <p>If less than above, then 0 marks</p>	15

	(Verifiable proof of evidence in the form of letters from all such clients on their original letter head duly signed and stamped.)	
4	IATA Membership If provided = 5 marks If not provided, 0 marks	5
5	Presence of Local Representative/ office in Pakistan (Verifiable proof of evidence is required)	10
6	Technical team strength; no. of resources in software development team engaged in Making Flight Operation Control System but also, integration with other systems or applications. Again, individuals with at least 3 years of similar professional experience are eligible. 15 marks for 20 or more people, 10 marks for more than 10 but less than 20 people, 0 marks for 10 or less than 10 people (Verifiable proof of evidence is required; resume of the concerned employee)	15
7	Financial Strength (Last three (3) year's Average Gross Revenue) If USD 10.00 Million or above = 10 marks, if less than USD 10.00 million but equal to or greater than USD 7.00 million = 5 marks, if less than USD 7.00 million but equal to or greater than USD 5.00 million = 3 marks, if less than USD 5.00 million then 0 marks (Duly verified financial statements or Audited accounts required) Note: Revenue of a subsidiary or parent company engaged in same line of business also qualify.	10
8	Components Demonstration, Presentations and visits to Bidders and its client's Offices. Marks will be given at the sole discretion of PIACL's evaluation team.	25
TOTAL Marks		100

Format for Financial Bid

To assist PIA’s evaluation, vendors are requested to include their complete pricing in the table format below. Prices must be quoted in US Dollars (USD). Financial Evaluation will be done on the basis of Total Cost.

Total Cost = Usage Fee + One Time Implementation Fee + Other Fee

Total Cost shall be considered as the bid price for this project. Marks shall be given on the basis of Total Cost as defined in the section “Evaluation Criteria” Sub-Section “Financial Proposal Evaluation” of this RFP.

Pricing for proposed Solution - Usage Fees

Pricing Component / Activity	Base Price in US Dollars
Flight Operation Control System modules price Per subscribed Aircraft Per Month <ul style="list-style-type: none"> • • • • • 	USAGE FEE per AIRCRAFT

One-time Implementation Fees

Pricing Component / Activity	Price in US Dollars
Implementation and Integration Fee:	
	ONE-TIME Implementation and Integration Fee

Other Fee

Other Fee not already covered in the tables above:	Price in US Dollars
<ul style="list-style-type: none"> • Hosting & Storage • Disaster Recovery • Support Cost 	

Bidder's Experience Form

[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/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-Contractor
Name of Sub-Contractor, 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:	

Draft Agreement

FLIGHT OPERATION CONTROL SYSTEM

This Agreement (hereinafter called the “Agreement”) is made on the _____ (hereinafter called “Effective Date”).

BY & BETWEEN

Pakistan International Airlines Corporation Limited, a Public Limited Company incorporated and governed under the laws of Pakistan having its Head Office at PIA Head Office Building Karachi, Airport, Karachi (hereinafter referred to as the “Company” which expression shall where the context so admits include its successors and assigns) of the ONE PART

AND

Service Provider, incorporated and functioning under laws of Pakistan and having its registered office at SERVICE PROVIDER ----- (hereinafter referred to as “SERVICE PROVIDER”, which expression shall, wherever the context so permits, means and include its successors-in-interest, representatives and assigns),;

COMPANY and SERVICE PROVIDER shall hereinafter individually be referred as a “Party” and collectively as “Parties” where the context of this Agreement so required.

WHEREAS

- a. COMPANY desires to acquire cloud based Flight Operation Control System through tendering bid process
- b. SERVICE PROVIDER, selected as result of competitive bid process, published on -----, shall provide cloud based Flight Operation Control System as per the terms agreed in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER;

1. INTERPRETATION

- i. The schedule and any addendums thereon, to this Agreement shall be deemed to be a part of this Agreement.
- ii. The singular includes the plural and vice versa;
- iii. All headings are for convenience only and shall not constitute a part of, or be used in constructing, this Agreement.

2. CONFIDENTIALITY STATEMENT

- a. This work contains confidential information and proprietary information belonging to SERVICE PROVIDER and COMPANY. This confidential information is to be used by both Parties only for the purpose for which it is supplied. Neither Party shall disclose the confidential information to any third party without the prior written consent of the Disclosing party. The obligation for maintaining the confidentiality of the information shall survive the termination or expiry, as the case is, of this Agreement.
- b. Parties agrees that in the event of any violation of the duty of confidentiality and such violation constitutes a fundamental breach of this Agreement and shall result in grave and serious injury and damage to the other party and that no monetary damages can compensate such injury and damages.
- c. Each Party further agrees, upon expiration or earlier termination of this Agreement for whatever cause, all Confidential Information disclosed hereunder, including copies thereof, shall be returned to the disclosing party within three (3) working days from the date of such termination or expiration, or if the disclosing party instructs the Confidential Information to be destroyed, the receiving party shall sign a declaration certifying that all the related Confidential Information has been destroyed within three (3) working days thereof.

3. WARRANTIES AND REPRESENTATIONS BY SERVICE PROVIDER

- a. Through this Agreement, the SERVICE PROVIDER hereby warrants and undertakes to COMPANY, that it has requisite professional expertise and necessary infrastructure to

provide IP Bandwidth requirements of COMPANY and the services related there to the complete satisfaction of COMPANY.

b. SERVICE PROVIDER warrants and represents that the design shall strictly follow the requirements for the services contemplated under this Agreement and that it shall provide to COMPANY a solution under this Agreement that is reliable, robust and secure due to sensitivity of the data through its use of proven solutions. SERVICE PROVIDER further warrants that the manageability and security is built within the network architecture as a function of the hardware and design rules and is designed into all SERVICE PROVIDER's networks and derived services as a basic requirement.

4. SCOPE OF WORK

PIA aims to opt for a cloud based modern Flight Operation Control System with enhanced functionalities and to renew our technology. The solution must facilitate PIA Flight Operations in terms of eliminating costly flight plan submission, and improving our current Flight Operation Control System to industry standards.

PIA's objectives for the new Flight Operation Control System are:

Looking for an improved Flight Operation Control System which supports state of the art technology based on industry standard and efficiently provides integration with related systems.

The solution provider should comply with the standards defined by IATA, ICAO, A4A, ISO, and other service oriented standards.

The solution should enable PIA to modify existing processes where required, deploy standard operational procedure where required.

Solution must provide complete functionalities defined in the Functional Requirements Matrix. Successful bidder must test and implement all such functionalities up to the operational satisfaction.

A risk free migration of vital flight operation's data, with no or minimal disruption to current operation.

Provider shall be responsible for any integration and shall perform integration with other Flight Operation Systems' modules. These modules include but not limited to third party, in-house and hosted components.

Availability of data center with impressive processing power and quality standards to ensure secure hosting of airline's data, as well as best-in-class levels of scalability, reliability and security. The data center must comply with TIER -III standard.

5. LIQUIDATED DAMAGES

Company shall follow a strict no-downtime policy, under no circumstances any of the services being offered by the Service Provider can be taken down by the Service Provider (intentional or unintentional), redundant measures must be in place. If done intentionally, it would be considered as denial of service, in this case the purchaser holds the right to penalize the Contractor @0.1% of the Contract Price for every one hour of downtime, if downtime is less than one hour, same rate would apply on pro rata basis. If the downtime exceeds 24 hours (whether intentional or unintentional), the penalty shall be @0.5% of the Contract Price for every subsequent hour of downtime. This does not include situations under force majeure.

6. SECURITY DEPOSIT

At the time of the execution of this Agreement the Service Provider shall deposit in cash (10% of total contract value) as interest free security deposit with the Authorized Office of PIACL. PIACL shall have the right to recover / adjust all liabilities of the Service Provider from the amount of Security deposit furnished/deposited. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the Service Provider after deduction of all the outstanding amounts

and/or dues recoverable in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

7. RECOVERIES

When any amount is recoverable from the Service Provider due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /or through Security Deposit including without limitation other lawful means from the Service Provider whether due in respect of this or any other Agreement and /or from any other due amount of the Service Provider lying with PIACL and the Service Provider will have no objection on recovery of the same by PIACL.

8. INSURANCE

The Service Provider shall, at its sole cost and expense, secure and maintain throughout the term of this Agreement, comprehensive general liability insurance coverage including but not limited to its equipment and staff/employees in the amount of at least _____.

9. GOVERNING LAWS & DISPUTE RESOLUTION

- a) This agreement shall be governed and interpreted in accordance with the Laws of Pakistan.
- b) The parties agree and submit themselves to exclusive Jurisdiction of the Courts at Karachi.
- c) Any dispute between the parties arising out of, in connection with or relating to this agreement shall not be settled otherwise than through Arbitration, which shall be held at Karachi in accordance with the Arbitration Act. 1940. CEO PIACL or his nominee shall be the sole arbitrator whose award shall be binding upon the parties. Notwithstanding anything in this agreement company may continue to utilize subject matter services of the agreement from Contractor during the pendency of the Arbitration.

10. DURATION AND TERMINATION

This contract shall be for a term of Three (03) year from the Effective Date hereof starting from ----- to ----- . Either Party may without prejudice to its other rights under the law or in equity terminate the Agreement by a notice in writing of sixty (60) days, at any time during the term of this Agreement. Agreement will be renewed only after expiry of the first term (03 years) for a term not exceeding the first term with prior written consent of the parties in view of the PIACL requirement and/or subject to satisfactory performance.

11. TERMS OF PAYMENT

- a) Payment shall be released after delivery of services in accordance with the requirements of this agreement and upto the satisfaction of Company within 45 days after the submission of invoice and relevant documents. Payments will be made in ----- - on quarterly basis. No advance payment shall be made.
- b) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed agreement in this regard. These payments may be subjected to deductions of any amount payable by the Service Provider to the Company, including but not limited to damages etc.
- c) The Prices quoted by the Service Provider at the time of bid shall be locked during the whole period and or during the period extension of this contract The Service Provider shall not charge prices for the Services provided/supply and for other obligations discharged, under the Contract, varying from the prices quoted by the Service Provider in the Price Schedule "A".
- d) PIA agrees to the Contractor for the material / services supplied by it hereunder as per agreed rates described in the annexed Schedule (s). These rates shall include all taxes charges and any other charges / taxes required to be paid on any mater.
- e) Prices of Services performed under this Agreement shall remain firm and final for the duration of this agreement which shall not be enhanced by the Service Provider on any account whatsoever.

f)

12. FORCE MAJEURE

- a) For the purpose of this Agreement, Force Majeure Event means an event beyond the reasonable control of the parties including act of God, war, riot, , compliance with any law or Governmental order, rule, regulation or direction, fire, flood, storm.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its Agents or its Employees, nor (ii) any event which a diligent Party could reasonably have been expected.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) The information of such event shall be notified by the party through generally accepted means of communication as soon as the said event came into the knowledge and information of the party facing the event of force majeure.

13. SAFETY & SECURITY

- a. SERVICE PROVIDER shall comply with all laws, rules, regulations, notifications and standing instructions issued by Government, Semi Government or Local Bodies and shall take safety measures and make appropriate arrangements for safety of men and materials in carrying out the work under this Agreement.

14. OTHER TERMS AND CONDITIONS

- a. SERVICE PROVIDER warrants that the services shall be performed in a professional manner consistent with best industry standards, internationally accepted and applicable to such services.
- b. SERVICE PROVIDER shall be responsible for the payment of all the taxes, dues etc. under the law in respect of any and all person working for or on behalf of SERVICE PROVIDER as a part of the commissioning/maintenance team within COMPANY premises.
- c. SERVICE PROVIDER shall ensure the commissioning and support/maintenance of the services as contemplated under this Agreement in a timely manner and to the complete satisfaction of COMPANY. However, in case, of any delay caused in commissioning or support due to a valid reason beyond the control of SERVICE PROVIDER shall be honored.
- d. Any mishap occurring due to conditions or resources not in control of SERVICE PROVIDER or COMPANY cannot be made a liability against either party

15. NOTICES

- a. All notices, requests, or other communications hereunder shall be in writing, addressed to the parties as follows:

<p>To PIACL: The General Manager IT Address: PIA Computer Center, Terminal-1, Karachi Airport, PIACL Head Office, Karachi.</p>	<p>To SERVICE PROVIDER :</p>
---	------------------------------

- b. Notices mailed by registered or certified mail shall conclusively be deemed to have been received by the addressee, when delivered. Notices sent by telex or fax shall be conclusively deemed, to have been received by the addressee upon confirmation of receipt. The other party shall be informed through written notice of the change of address, telephone, telex, fax and/or email immediately.

16. INDEMNITY

The defaulting Party agrees and undertakes to indemnify and hold the non-defaulting Party harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or as a result by reason of any breach, failure, delay, impropriety or irregularity on its part to observe, adhere to, abide by or comply with any of the terms and conditions of the Agreement, and to defend, at its own expense any suits, action, claim, litigation or other proceedings brought against the non-defaulting Party and/or its directors, officers, agents, servants, affiliates, and employees, or any of them, on account thereof, and to pay all expenses

and satisfy all judgments which may be incurred by or rendered against them in connection therewith. However, the defaulting Party shall have the right to settle any such suits, action, claim, litigation or other proceedings against which it indemnifies herein.

17. INSOLVENCY AND BREACH OF CONTRACT

Should the Service Provider be adjudicated insolvent or made to enter into any agreement for composition with the creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement not herein specifically provided PIACL shall have the right to declare the agreement terminated forthwith and in which case the Service Provider shall be liable to the confiscation of security deposit and for any extra expenses which it might incur but it shall not be entitled to any gain or compensation from PIACL.

18. WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce hereof the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

19. ASSIGNMENT

1. The Service Provider shall not assign or sub-contract its obligations under the Agreement, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Service Provider including without limitation lawyers fee without any change in the terms of this Agreement, unless consented by the PIACL.
2. The Service Provider shall guarantee that any and all assignees / subcontractors of the Service Provider shall, for performance of any part / whole of the services under this Agreement, comply fully with the terms and conditions of the Agreement applicable to such part / whole of the services under the Agreement.

If the Service Provider assigns this Agreement to any other party in contravention of this Article, PIA in its discretion may terminate this agreement and / or black list and debar the Service Provider for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

(Signatures)	(Signatures)
For and on behalf of	For and on behalf of
Service Provider	Company
Name:	Name:
Designation:	Designation:

(Signatures)	(Signatures)
Witness 1	Witness 2
Name:	Name:

Features Matrix for Flight Operation Control System

Sr.	Title	Description
1	Functional Requirements Matrix	Basic functions required for Flight Operation Control System at Appendix –“A”
2	System Integration Requirement Matrix	Details for Integrations with other systems and applications at Appendix –“B”
3	General Requirement Matrix	General Requirements at Appendix –“C”

Appendix –“A”: Functional Requirement Matrix

Items	Functional Requirements	Mandatory (M)/ Desired (D)	Remarks
Flight Operation Control System			
1	System requires integration with load planning system, Flight planning, Schedule planning, SITA Aircom server and crew planning system to send and receive data (MVT,ASM, OOOI, Flight Time, alternate, route, load control data i.e. ZFW, TOW etc) and able to process CFMU messages integrate with aircraft system.	M	
2	Can get and display, aircraft configuration, Tail information, any restriction, and defect.	M	
3	Alert handling: generate Alters on basis of Pax load, curfew timings, runway closer, night curfew, airport, min ground time, missing OOOI, defects.	M	
4	MVT message: can sent and receive IATA MVT message, change message etc, can process CFMU SLOT messages	M	
5	Show delays, ground time, connection time on Gantt chart	M	
5	Can use tail assignment algorithm for aircraft assignment.	M	
6	Can show the pax/cargo connection to/from different flights.	M	

7	Can manage irregular ops.	M	
8	Flight puck flight time, Block time, captain name, booked passenger, Cargo load, actual passenger, cargo load. Actual/plan time of departure, arrival. Departure and plan destination airport and alternate airport. Airport UTC time, airport information (ICAO, IATA code civil name, UTC variation, DST, noise restriction, limitation, contact information.	M	
9	Can get and display aircraft seat configuration, pax booked load, actual load and transit pax load and connections	M	
10	Can get and display aircraft cargo capacity, booked cargo load, actual or uplift cargo load	M	
11	Can get and display crew name	M	
12	Show the pax and cargo connection	M	
13	Can calculate and show block time, flight time and generate alert if there is significant variation.	M	

Appendix “B”: System Integration Requirement Matrix

Item	Requirement	Mandatory (M)/ Desired (D)	Remarks
Aircraft Communication			
	Integration with Aircraft Communication System - The system should be flexible enough to integrate and able to exchange information with the Aircrafts	M	
Flight Planning System			
	Integration with Flight Planning System The system should be flexible enough to integrate and able to exchange information with the Flight Planning System	M	
Reservation System			
	Integration with Reservation System - The system should be flexible enough to integrate and able to exchange information with the Reservation System	M	
Scheduling System			
	Integration with Scheduling System or Other Operational Control System - The system should be flexible enough to integrate and able to exchange information with the other systems utilized in Operation Planning & Scheduling areas.	M	
Departure Control System / Check-in System			
	Integration with Check-in System - The system should be flexible enough to integrate and able to exchange information with the Check-in System or Departure Control System.	M	
Weight & Balance			
	Integration with Weight & Balance System - The system should include standardized options to exchange data from external Weight & Balance System with the DCS.	M	
Aircraft Maintenance System			
	Integration with Aircraft Maintenance System - The system should be flexible enough to integrate and able to exchange information with the External Aircraft Maintenance System as per industry standards.	M	
Cargo Management System			
	Integration with Cargo Management System - The system should be flexible enough to integrate and able to exchange information with the External Cargo Management System as per industry standards.	M	
Fuel Control System			
	Integration with Fuel Control System - The system should be flexible enough to integrate and able to exchange information with the Fuel Control System.	M	
Others			
	Integration with Other Systems - Integration of data flow between all related areas of flight operations including operations control, scheduling and other 3rd party applications.	M	
	Web Services/ API - The system should have Secure Web Services, Application Programming Interfaces for integration with In house applications and for consumption by Airline designated 3rd party application(s). The system should be able to provide detailed logs for all API / Web Service accesses	M	

Appendix “C”: General Requirement Matrix

Item	Requirements	Mandatory (M)/ Desired (D)	Remarks
General			
1	Access. Access to all systems and/or their functionalities must be controlled by session characteristics and by agent authorization. It shall be possible to define a group of users with limited set of functions to be defined by PIA.	M	
2	Access. Ability to access system via internet/Web (secure access) and leased lines.	M	
3	GUI. Graphical User Interface must be available for direct user entries for all modules.	M	
4	Modes. Training, Test/acceptance and production modes are required.	M	
5	Access management. Ability to manage users profiles and privileges:	M	
	- Creation,		
	- Amendment,		
	- Suspension,		
	- Cancellation.		
6	Online Help. Ability to provide help information and user guides.	M	
7	Session. Ability to auto sign-out after a defined period of inactivity (to be specified).	M	

8	Log. History logging for all modules must be available (who, when and what change were made).	M	
9	Security. The provider must guarantee :	M	
	Security, confidentiality and integrity of data, - High Availability,		
	Disaster Recovery.		
10	Integration. All Operational modules must be fully integrated (reservation/ticketing, inventory, DCS, IBE, RI...)	M	
11	Integration. Ability to provide integration capabilities (APIs, Web Services, Middleware, etc.) to facilitate integration with third party systems.	M	
12	Data warehouse. Ability to extract automatically and manually all data	M	
13	Service Desk - There should be 24 x 7 x 365 round the clock service desk for incident and problem management with well defined support model and escalation matrix	D	
14	Availability - Fully automated with proven track record of 99.9% uptime.	M	
15	Scalability - The system should be capable of managing existing and future technology innovation for at least 10 years	M	
16	Connectivity over IP. Ability to support connectivity with airport operations, agents in case traditional links fail.	M	
17	Audit Trails: The system should provide audit trails for the users or system activity, for entire contract period, and afterwards would provide the data to the client.	M	
18	UI/UX - Uniform look and feel across all user interfaces , possibly with Content Management System so as to provide better user experience and managing promotional contents in an effective way across channels	M	
19	Online Training: Availability of Online Training Modules for Airline Staff	D	
20	Customized Workflows and Business Rules Set up- Ability to modify workflow based on User Group's preference, Allow User Admin to set business rules for the workflow and automated business processes in Business Rules Engine	D	

INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letterhead)

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works_____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

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

(RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER)

General Manager Procurement)
Supply chain Management
Pakistan Intentional Airlines
Karachi.

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for _____, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with PIA the amount of Security as specified in the contract which shall continue to be held by PIA until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by PIA the Earnest Money held by PIA shall stand forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax # _____

N.I.C. # _____

Seal _____

Date _____