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## Definitions

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<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>The Concession Agreement executed between PIA and the Private Party.</td>
</tr>
<tr>
<td>Agreement Date</td>
<td>The date on which the Concession Agreement is executed between PIA and the Private Party.</td>
</tr>
<tr>
<td>Bid</td>
<td>The proposals submitted by the Bidders in response to the RFP.</td>
</tr>
<tr>
<td>Bid Process</td>
<td>The various activities leading up to the selection of the Preferred Bidder, including without limitation, the issuance of the RFP, submission of Bids, and scrutiny and evaluation of such Bids.</td>
</tr>
<tr>
<td>Bidder</td>
<td>Bidding Company or Bidding Consortium, as defined below, that has submitted a Bid in response of this RFP.</td>
</tr>
<tr>
<td>Bidding Company</td>
<td>If the Bid is submitted by a single entity, it shall be referred to as Bidding Company / Bidder. The Bidding Company / Bidder would necessarily have to be an Eligible Entity.</td>
</tr>
<tr>
<td>Bidding Consortium</td>
<td>If the Bid is submitted jointly by more than one entity, such group of entities shall be referred to as a Bidding Consortium / Bidder.</td>
</tr>
<tr>
<td>Consortium Member</td>
<td>Each entity in the Bidding Consortium shall be referred to as a Consortium Member. Each Consortium Member would necessarily have to be an Eligible Entity.</td>
</tr>
<tr>
<td>Eligible Entity</td>
<td>Means entity defined in Clause 2.1 in Section 2 of this RFP.</td>
</tr>
<tr>
<td>Evaluation Committee</td>
<td>The Committee appointed under the Chairmanship of the Managing Director PIA and consisting of senior officials of IPDF, PIA and other technical and financial experts responsible for evaluating the proposals of the bidders.</td>
</tr>
<tr>
<td>Final Selection</td>
<td>The final decision of the Evaluation Committee declaring and notifying a bidder as successful for undertaking the project.</td>
</tr>
<tr>
<td>IPDF</td>
<td>Infrastructure Project Development Facility</td>
</tr>
<tr>
<td>Lead Consortium Member (LCM)</td>
<td>In case of a Bidding Consortium, the Lead Consortium Member (LCM) shall be that Consortium Member vested with the prime responsibility of developing the Project. The Lead Consortium Member, (including its</td>
</tr>
</tbody>
</table>
Promoters and/or Affiliates provided each of these entities is an "Eligible Entity"), shall make an equity contribution in the Project of not less than 51%.

**Lenders**
The banks/financial institutions providing financing for implementation of the Project or any phase thereof.

**Letter of Intent**
Letter to be issued to the Preferred Bidder inviting it to sign the Concession Agreement on fulfillment of the conditions laid out in this RFP document.

**MoU**
The Memorandum of Understanding entered into between the Consortium Members.

**Other Preferred Bidder(s)**
The Qualified Bidders ranked 2 and ranked 3 as per Section 5.2 of this RFP.

**PIA**
Pakistan International Airlines

**Preferred Bidder**
The Bidder ranked 1 as per the process set out in Section 5.3 of this RFP.

**Qualified Bidders**
Bidders who are qualified / short listed after the evaluation of the Stage-1 Technical Bid.

**Project Cost**
The total cost incurred up to leasing of the equipment to PIA.

**Quoted Bid Amount**
Quoted Bid Amount shall mean the amount quoted in Section 5.3 of this RFP.

**Selection Process**
Same as 'Bid Process'.

**The Equipment**
A320 Full Flight Level "D" Simulator with A320 Data Package and all of its accessories.
1: Background and General Information

1.1 Introduction

Pakistan International Airlines, Pakistan’s national flagship airline, has been a pioneer since its inception in 1955. PIA is committed to innovation and providing its customers with a rich experience. With a large fleet of airplanes and a crew dedicated to providing the highest standards of in-house service, PIA has made the remarkable growth throughout its history.

The history of PIA flight simulators dates back to the inception of the airline. Extremely effective for flight crew training, PIA B707 flight simulator has been used by a number of regional airlines. Globally recognized airlines like Air Malta, Alyemda, CAAC, Egypt Air, East African Airlines, Iran Air, Iraq Air, Libyan Air, JAT, Tarom, Saudia, Alia and Pakistan Air Force have utilized PIA’s flight simulators for the training of their flight crew. PIA maintains Boeing 777, A310 and B747 FFS; for in-house flight crew training and other airlines can also schedule training sessions. PIA Flight Simulators are approved by the Civil Aviation Authority of Pakistan as per FAA advisory circulars. Following services are offered to other Operators’ crew training:

- Transition training
- Recurrent training
- Customized training

1.2 A320 Simulator Training

PIA is currently in process of inducting A320 aircraft. Five (05) of the A320 aircraft will be delivered to PIA by May 2013. PIA has, further, planned to induct more A320 in coming years. Furthermore, two private airlines of Pakistan, Airblue and Shaheen International Airlines also have the A320 aircraft in their fleet which is a potential opportunity for earning third party revenue.

PIA maintains six (06) to eight (08) crew sets for one aircraft and each crew set is required to undergo the Transition and Recurrent training.

Training facilities for A320 Simulator are available in Dubai, Germany, Turkey, Sri Lanka etc. Each crew set is required to undergo transition training for 40 hours; while the Recurrent Training 16 hours twice every year (32 hours per annum). The Transition Training is composed of two types of trainings namely Fixed Base Simulator Training and Full Flight Simulator Training while the Recurrent Training includes only Full Flight Simulator Training.

1.3 Project Scope

The Project entails the Acquisition of the A320 Simulator Equipment (as per specifications detailed in Section 1.6 of this RFP), herein after called ‘the Equipment’ on Acquire/Build-Lease-Transfer (ALT) basis. Under the said transaction the Private Party shall come forward to finance the Equipment and lease the same to the PIA for 10 Years (known as ‘Concession Period’) under an agreement (known as the ‘Concession Agreement’) between the Private Party and the PIA. At the end of the concession period
the Equipment and its associated setup would revert back to PIA at no cost.

1.4 Need and Objectives
Following are the core objectives that trigger the need for the Acquisition of the Equipment:

(i) Savings in the ever increasing costs of training the crew-sets abroad;
(ii) In-house operational efficiency;
(iii) Less reliance on the out-sourcing partners;
(iv) Easy staff scheduling and availability; and
(v) Additional revenue generating opportunity from selling extra available hours.

1.5 Benefits of the Acquisition of A320 Simulator
Following are some of the major benefits of the project:

- Cost savings to the airline;
- Less reliance on the out-sourcing partners;
- Better Time Management and efficient scheduling of trainings; and
- Additional revenue generating opportunity by providing trainings to other airlines.

1.6 Technical Specifications of the A320 Simulator
The Equipment (new or used) shall have the following technical specifications:

<table>
<thead>
<tr>
<th>Basic Requirement (Mandatory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type/Variant</td>
</tr>
<tr>
<td>Standard Qualification Level</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
</tr>
<tr>
<td>Visual System</td>
</tr>
<tr>
<td>Control Loading</td>
</tr>
<tr>
<td>Motion System</td>
</tr>
<tr>
<td>Instructor Station</td>
</tr>
</tbody>
</table>
with all accessories including writing surface, capable of multi weather and Line Oriented Flight Training (LOFT) scenarios, Flight Management System (FMS) flight plan copy/load functions, Automatic Terminal Information Service (ATIS), Traffic Collision Avoidance System (TCAS), wind shear profiles

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<table>
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<th></th>
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</thead>
<tbody>
<tr>
<td><strong>No. of Malfunctions</strong></td>
<td>200 Standard + 50 Customized</td>
</tr>
<tr>
<td><strong>No. of Airport Models</strong></td>
<td>Complete Visual Library, 20 customized Airports</td>
</tr>
<tr>
<td><strong>Instrument Fit</strong></td>
<td>Electronic flight instrument system (EFIS), EIS2, FMGS</td>
</tr>
<tr>
<td><strong>TCAS Fit</strong></td>
<td>Version 7 or Higher</td>
</tr>
<tr>
<td><strong>Aircraft Systems</strong></td>
<td>Weather Radar, Enhanced Ground Proximity Warning System (EGPWS)</td>
</tr>
<tr>
<td><strong>Additional Capabilities (Optional)</strong></td>
<td>Smoke Generation, Electric Flight Bag, AOC Communication, ACARS, FANS, HUD (Heads Up Display)</td>
</tr>
</tbody>
</table>
2: Instructions to Bidders

2.1 Eligible entity

(1) The Bidder may be a single entity or a group of entities ("Consortium"), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both a single entity and a Consortium. The bidder should submit a Power of Attorney as per the format enclosed in Section 12 and Section 13 (in case of Consortium being its Lead Member). Bids submitted by a Consortium should comply with the following additional requirements:

- The Bid should contain the information required for each member of the Consortium;
- The Bid should include a description of the roles of individual members as required in Section 11 of this RFP.
- Members of the Consortium shall nominate one member as the ‘Lead Consortium Member’. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Section 13 signed by all the members.
- Members of the Consortium shall enter into a Memorandum of Understanding (the “MoU”) for the purpose of making the Stage-1 Technical Bid and Stage-2 Financial Bid.
- A notarized copy of the MoU should be submitted with the Bid. The principles of the MoU are enclosed in Section 14. The MoU entered into amongst the members of the Consortium should be specific to the Project and should contain the above requirements failing which the Bid shall be rejected as non-responsive. The MoU shall be governed by the laws, rules and regulations of Pakistan and would be subject to jurisdiction of Pakistani courts alone.

(2) Any entity, which has been barred by Law, IPDF, PIA or CAA from participating in projects in Pakistan and if the bar is subsisting as on the Bid Due Date, would not be eligible to submit the Bid, either singly or in Consortium.

2.2 Participation in more than one consortium

In order to avoid any potential conflict of interest, no party to any consortium shall be a member of, or in any way participate or be involved, whether directly or indirectly, in another consortium at any stage of the bidding process. Evaluation Committee may lift this restriction for:

(1) Any bidder if the restriction leads to a severely limited number of consortia. (Note: this obviously does not apply to bidders who are not consortium members);

(2) Any non-core services provider; and

(3) Any commercial entity whose role is limited purely to lending money or advancing credit to the bidding consortium.
2.3 Submission requirements

The potential bidders are required to submit their sealed bids clearly stating the bidder’s legal name and address containing separate sealed envelopes in the manner given hereunder:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Proposal reference</th>
<th>Requirements for submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical Proposal</td>
<td>In quintuplet (one original and four copies) placed in a sealed envelope clearly marked “Technical Proposal – Acquisition of the A320 – 200 Simulator”. The envelope must also clearly state, the bidder’s legal name and address.</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Proposal</td>
<td>Original shall be submitted in a separate sealed envelope clearly marked &quot;Financial Proposal – Acquisition of the A320 – 200 Simulator&quot;. The envelope must also clearly state the bidder’s legal name and address.</td>
</tr>
</tbody>
</table>

On or before **19th April 2013** at the following address:

Chief Executive Officer  
Infrastructure Project Development Facility (IPDF)  
House # 02, Street No. 59, F-7/4  
Islamabad  
Tele: + 92 51 2656090, 2656252  
Fax: + 92 51 2656251, 9205926

2.4 Conditionality for the submission

Proposals must be prepared in English language and shall be submitted in hard form. Proposals received through fax or via emails shall not be accepted.

The bidders shall protect and defend unconditionally as well as indemnify and hold IPDF, or any other relevant government body/agency, its employees, directors, officers other entity specifically engaged by IPDF for the Project free and harmless from and against any and all liabilities, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity arising hereunder. IPDF makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth in this document. IPDF shall not be liable, in any case, for contingent or consequential, special or indirect damages.
The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The RFP is not intended to provide the basis of any investment decision and each prospective Bidder must make its own independent assessment in respect of the Project. No person has been authorized by IPDF to give any information or to make any representation not contained in the RFP.

2.5 Conformity with the RFP package

The prospective bidders must submit a Conforming (Bona Fide) Bid Proposal that conforms in all respects with the requirements of the RFP Package.

2.6 Conforming bid proposals

A Conforming Bid Proposal is a proposal that conforms in full, both in engineering and operational terms with the Conforming Scheme, and in financial, organizational and obligation terms with the specimen Concession Terms except for minor departures that do not materially affect the design, acquisition method or operational characteristics of the Project or the financial, organizational or obligation regime under which the Concession will be managed. All such minor departures, if they exist, must be clearly identified and fully described in the Bid Proposal, and in particular the financial, operational and any other practical implications of a departure must be explained. If the Bid contains no deviations from the Conforming Scheme a positive statement to this effect must be made.

IPDF reserves the right to determine whether a Bid Proposal is a Conforming (Bona Fide) Proposal. IPDF’s decision will be final and not subject to appeal. IPDF will not be required to give reasons for its decision.

If more than one Conforming (Bona Fide) Proposal (e.g. involving different operational and commercial terms) is to be submitted, each must be clearly numbered according to the Prospective bidder’s preference.

2.7 Non-conforming bid proposals

Alternative proposals in relation to operational, financial, organizational and obligation aspects, which differ in whole or in part from the requirements of the RFP Package, may be considered by the IPDF, at its own discretion. Such Bids will only be considered if they are accompanied by a Conforming (Bona Fide) Proposal.

For IPDF to examine a Non-Conforming Proposal, the Prospective bidder must demonstrate with full supporting evidence that the proposal is well-researched and is technically feasible, that the proposed Plan is well-researched and that there are financial and/or operational advantages over the proposals set out in the RFP Package.

2.8 Bid bond/ bid security

Prospective Bidders shall be required to submit Rs. 2 Million along with their proposal in the shape of a bank draft / pay order or Bid bond in favor of IPDF. The bid security shall be refundable to all unsuccessful bidders within a period of 60 days from the date of opening of financial proposals and declaration of the name of the preferred bidder, and to the preferred bidders upon signing of the concession agreement.
2.9 Cost and Services
The successful bidder shall be required to pay IPDF one percent (1.0%) of the total project cost on account of costs incurred and provision of advisory services for the project. This shall be payable to the IPDF in two equal installments. The first installment of half a percent (0.5%) shall be due at the time of signing of the Concession Agreement and the second installment of half a percent (0.5%) shall be due at the time of achieving Financial Closure in respect of the Project in subject.

2.10 Bid validity
Proposals submitted by bidders must remain valid for six (6) months after the proposal submission date. During this period, the bidders shall maintain the availability of resources nominated in their proposals. IPDF will make its best effort to complete negotiation within this period. Should the need arise; however, IPDF may request bidders to extend the validity period of their proposals. Bidders who do not agree have the right to refuse to extend the validity of their proposals.

2.11 Clarification process
In case of any queries or clarifications regarding this RFP package, please write to IPDF at the following address:

Chief Executive Officer
Infrastructure Project Development Facility (IPDF)
House # 02, Street No. 59, F-7/4
Islamabad
Tele: + 92 51, 2656254
Fax: + 92 51 9205926, 2656251

Enquiries through phone or faxes shall not be entertained. In the interest of fairness, any clarifications issued to any bidder shall be posted on IPDF’s official website (www.ipdf.gov.pk). In case where IPDF shall require any explanations or clarifications on the proposals submitted by the bidders, IPDF will contact the bidders in writing and the bidder shall be bound to respond within five (5) days of the date of the communication. Such written responses received from the bidders shall become part of their proposals.

2.12 Bidders Conference
As part of the bidding process a bidders’ conference has been planned on 2nd April 2013 at 11:00 AM at PIA Head Office, Karachi. Participation of bidders in this meeting though not mandatory, however, is encouraged. This meeting will be aimed at providing an opportunity to the bidders on seeking any clarifications or explanations on the bid documents, scope of services to be provided, bidding process or any other matter important to the bidders.

In the interest of productiveness of the bidders conference the bidders are requested, as far as possible, to submit any questions in writing, to reach the IPDF not later than two days before the date of meeting. Minutes of the meeting, including the text of the questions raised and the responses thereof shall be transmitted without delay to all bidders.
2.13 Cost of proposals

The bidders shall bear all costs associated with the preparation and submission of the proposals in response of this RFP. PIA and IPDF will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the solicitation. Hence the costs of preparing the proposal / offer as well as of negotiating the concession agreement, including expenses incurred in connection with visits to Project site, due diligence and costs of participation in an interview / meeting will also not be reimbursable.

2.14 Confidentiality issues

Information relating to the examination, clarification, evaluation, comparison of bids, and recommendations for the award of a contract, shall not be disclosed to any bidder or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence IPDF’s processing of bids or decisions pertaining to the award of concession may result in the forthwith rejection of the bidder’s proposal and forfeiture of the bid bond.

Bidders authorize IPDF to release any information that is reasonably required as part of the proposal evaluation process, which would otherwise be prevented by IPDF from releasing due to confidential nature of such information.

The winning bidder shall not, during or after the term of concession agreement, disclose any proprietary or confidential information relating to the Project, the services, the concession agreement, or the IPDF or PIA’s business or operations (other than for the purposes of provision of requisite services) without prior written consent of the IPDF or PIA, as the case may be, unless such disclosure is required by applicable laws or regulations or such information is required for research purposes or has entered the public domain other than by a breach of the concession agreement, or was already in public domain, or was already lawfully in the possession of the successful bidder at the time of such disclosure to them. Successful bidder shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information. Upon completion of the term of the concession agreement, the provisions of this paragraph shall remain in force.

2.15 Due diligence by bidders

The information contained in this RFP package as well as any information appended hereto is being supplied to the bidders for their guidance only and the bidders at their own discretion may or may not use the information for the purposes of developing their proposals. PIA and IPDF shall not assume any responsibility or liability for completeness, accuracy or up-gradation of such information. Similarly PIA and IPDF assume no responsibility or liability for completeness, accuracy or up-gradation of the studies referred herein. In this respect the bidders are requested to conduct their own due diligence involving their technical, financial and legal personnel to verify or develop their own assumptions for the purposes of bid development and submission.

Further, investigation into Project area shall be the sole responsibility of the prospective bidders. Bidders, for this purpose, are encouraged to visit the Project area and conduct their due diligence before submitting their proposals. In order to facilitate potential bidders in conducting their due diligence PIA shall provide all possible logistic assistance in site visits or investigations desired to be conducted by the
bidders.

Further the potential bidders will, inter-alia, conduct technical, legal and financial due diligence and surveys for the purposes of developing their own feasibility and determining the most viable Project implementation and operations plan. Accordingly, on submission of proposals, the potential bidders shall be deemed to have carried out all necessary investigations of all aspects of Project development and operations.

Potential bidders shall verify the accuracy, reliability and completeness of the information provided in this RFP, however, as stated earlier they are entitled to perform project due diligence and wherever necessary obtain independent advice from appropriate sources. PIA and IPDF make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Project information. Each bidder shall conduct its own studies and analysis and is advised to collect and obtain any other information that may be necessary for evaluating the Project and preparing the bid, at its own responsibility and cost. The bidders shall be deemed to have satisfied themselves before submitting their bids, as to the risks, contingencies and all other circumstances, which may influence or affect the Project and subsequently their bids.

2.16 Changes to the composition of the consortium

There shall not be any change in the composition of the consortium under the normal circumstances during the bidding process. However, under special circumstances, substitution / addition may be considered by IPDF only once for one substitution / addition in the members of the consortium of the bidder. The decision of IPDF either to approve or disapprove such substitution / addition shall be final and binding on the bidder.

IPDF may permit change in the composition of a consortium during the bid process, only where:

The lead member continues to be the lead member of the consortium;

The substitute is at least equal, in terms of technical capacity and financial capacity, to the consortium member who is sought to be substituted and the modified consortium shall continue to meet the prequalification and short-listing criteria for the applicants; and

The new member(s) expressly adopt(s) the application already made on behalf of the consortium as if it were an original party to it, and is not an applicant / member / associate of any other consortium bidding for this Project.

2.17 Grounds for disqualification

Without prejudicing anything contained in this RFP, IPDF and/or PIA reserve the right to accept or reject any proposal and to annul the bidding process and reject all proposals / bids, at any time without any liability or any obligation for such acceptance, rejection or annulment. IPDF/PIA can reject any proposal/bid any of the following events:

(a) At any time, a material misrepresentation is made or uncovered; or

(b) The bidder is found to be insolvent; or

(c) Any key personnel of the bidding organization or the consortia are found to be a proclaimed...
ACQUISITION OF AIRBUS A320 SIMULATOR

offender; or

(d) The bidder does not provide, within the specified time, the supplementary information sought by IPDF for evaluation of the proposal.

Such misrepresentation / improper response shall lead to disqualification of the bidder. If bidder is a consortium, then the entire consortium shall be disqualified.

If such disqualification / rejection occurs after the financial bids have been opened, but before signing of the concession agreement, IPDF/PIA reserves the right to:

(a) Invite the remaining potential bidder(s) for consideration in accordance with the provisions of this RFP; or

(b) Take any such measures as they may deem fit at the sole discretion of IPDF, including removal of an individual bidder and / or annulment of the whole bidding process.

IPDF reserves the right to verify all statements, information and documents submitted by the bidders in response to the RFP. IPDF’s failure to undertake such verification shall neither relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of IPDF.

2.18 Manner of opening of the proposals

The technical proposals will be immediately opened after the end of deadline for submission of the proposals by an evaluation committee and the financial proposals shall remain sealed and securely stored. The technical evaluation will entail determining whether the minimum technical specifications identified in this RFP are met in the technical proposal. In case the technical proposal of a bidder meets the said minimum technical specifications, the said bidder shall be short listed and will be invited to attend the opening of sealed financial bids. Financial bids of all unsuccessful bidders, who do not qualify in the technical evaluation, shall be returned unopened, along with the bid security before opening the financial bids of the technically qualified bidders. The financial proposals of technically qualified bidders shall be opened by IPDF in front of authorized representatives of the bidders. The final evaluation of the proposals will be in accordance with the process mentioned in Section 5.4.

2.19 Consequence of submission of proposal

The submission of a proposal shall not, in any way, be deemed an agreement between the potential bidder and PIA. Specifically, the following provisions apply upon submission of proposals by the bidders:

IPDF or PIA shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

Acceptance of a proposal by PIA obligates the bidder to enter into good faith agreement negotiations based on the proposal submitted. However, a legally binding arrangement shall only come to exist between PIA and the successful bidder on the signing of the concession agreement and not on the basis of a letter of award in favor of the successful bidder.
2.20 Time Table and Milestones – Tentative Schedule

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Tentative Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of RFP</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; March 2013</td>
</tr>
<tr>
<td>Last date for sending clarification to be addressed in the Bidders Conference</td>
<td>27&lt;sup&gt;th&lt;/sup&gt; March 2013</td>
</tr>
<tr>
<td>Bidders Conference</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; April 2013</td>
</tr>
<tr>
<td>Issue of clarification to RFP</td>
<td>9&lt;sup&gt;th&lt;/sup&gt; April 2013</td>
</tr>
<tr>
<td>Last date for receipt of Bids</td>
<td>19&lt;sup&gt;th&lt;/sup&gt; April 2013</td>
</tr>
<tr>
<td>Evaluation of Technical bids</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; May 2013</td>
</tr>
<tr>
<td>Short listing of Bidders by Evaluation Committee</td>
<td>10&lt;sup&gt;th&lt;/sup&gt; May 2013</td>
</tr>
<tr>
<td>Opening of Financial Bids</td>
<td>24&lt;sup&gt;th&lt;/sup&gt; May 2013</td>
</tr>
<tr>
<td>Selection of Preferred Bidder</td>
<td>7&lt;sup&gt;th&lt;/sup&gt; June 2013</td>
</tr>
<tr>
<td>Issuance of Letter of Intent (LOI)</td>
<td>28&lt;sup&gt;th&lt;/sup&gt; June 2013</td>
</tr>
<tr>
<td>Finalization and execution of Concession agreement</td>
<td>24&lt;sup&gt;th&lt;/sup&gt; July 2013</td>
</tr>
</tbody>
</table>

In order to meet the target dates, the Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. IPDF shall adhere to the above schedule to the extent possible. IPDF, however, reserves the right to modify the same. Intimation to this effect shall be given to all the Bidders in writing.
3: Responsibilities of Private Party

The private party will be responsible for the identifying, financing, procuring and installing the Equipment at the facility identified by PIA. However, the private party's responsibilities shall not be limited to identify the above and may also include any or all expenses/activities incidental to the project.

3.1 PIA Reputation

Private Party shall, in good faith, make efforts not to harm or tarnish PIA reputation, and will adhere to the general rules and regulations of PIA.

3.2 Act as a Liaison with the Simulator Manufacturer

The Private Party shall act as a liaison between the Equipment manufacturer and PIA. The Private party would provide all kind of support to PIA during operations and maintenance of the Equipment.

3.3 Information Sharing

The Private Party is obligated to share all information in its possession necessary to run the equipment effectively and efficiently by PIA. The Private Party shall also provide and update PIA with any information that is provided by the vendor of the Equipment at the time of installation or subsequently.

3.4 Financial Covenants

The Private Party shall not hold PIA responsible for any financial covenants it is obligated to by virtue of acquiring the Equipment. There would be no recourse to PIA assets in case of default by the Private Party to its lenders.
4: Responsibilities of PIA

4.1 Inspection of Simulator Prior to Procurement

PIA reserves the right to inspect the Equipment prior to its procurement by PIA staff. The Private Party would make appropriate arrangements for inspection. The cost for such inspection will be borne by PIA.

4.2 Infrastructure Facility

Subject to the terms of the concession agreement, PIA will provide an appropriate facility for installing the Equipment. The ownership of the facility will remain with PIA all the times.

4.3 Operations and Maintenance

PIA will be responsible for operations and maintenance of the Equipment. Such costs will be borne by the airline.

4.4 Administrative Support

PIA, if required/requested, may facilitate the Equipment procurement process. This may include provision of documentation for import of the Equipment.

4.5 Utilities.

PIA will be responsible for arranging all utilities necessary to run the Equipment effectively and efficiently.

4.6 Payment Compensation to the Private Party.

PIA would give a bank guarantee in United States Dollars to the Private party. The guarantee would be equivalent to three months (one quarter) payment.
5: Information Required from Bidders

5.1 Selection Process

The selection of the Private Party will be done by a two stage process:

- **Stage 1 (Technical Bid)** – Evaluation of Technical & Financial Capability cum Evaluation of Technical Proposal; and

Only those Bidders who shall be short listed based on the evaluation of the Stage 1 Technical Bid shall qualify for the Stage 2 Financial Bid. The final ranking shall be determined as per formula given in Section 5.4. As per the formula, technical score will carry 40 weightage and financial score will carry 60% weightage.

5.2 STAGE 1 – Technical Bid

5.2.1 Criteria for technical proposal

The capability and strategy of the Bidder to acquire, lease and transfer the Project (the Equipment along with all its prescribed facilities) shall be assessed at this stage. This evaluation shall consist of assessment of the following:

- Technical Specifications
- Financing Capability
- Time Schedule
- Other allied facilities

5.2.2 Evaluation of technical proposal

| Table 5.1 – Criteria and Points |
|-------------------------------|---------|
| Criteria                      | Points(Max 300) |
| Technical Specifications      | 210     |
| Financing Capability          | 45      |
| Time Schedule                 | 45      |
| Total                         | 300     |

Bidders securing a total score of 150 points and above would qualify for Financial Bid evaluation.
### 5.2.3 Mechanism for evaluation

#### 5.2.3.1 Technical Specifications (Max Points 210)

Bidders shall be required to demonstrate how their proposed equipment meets each of the Technical Specifications described in Section 1.6 of this RFP. Bidders shall be assessed and awarded points as mentioned in Table 5.2 through Table 5.13:

#### Table 5.2: Technical Specification – General

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Points</td>
<td>10</td>
<td>7</td>
<td>5</td>
</tr>
<tr>
<td>Engine Interchangeability</td>
<td>CFM56-5B4 / IAE V2527-A5</td>
<td>IAE V2527-A5</td>
<td></td>
</tr>
<tr>
<td>Points</td>
<td>10</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

#### Table 5.3: Technical Specification – Motion

<table>
<thead>
<tr>
<th>Type</th>
<th>All Electrical</th>
<th>Hybrid</th>
<th>Hydrostatic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points</td>
<td>10</td>
<td>7</td>
<td>5</td>
</tr>
<tr>
<td>Control Loading</td>
<td>Electric Actuators</td>
<td>Hydraulic Actuators</td>
<td></td>
</tr>
<tr>
<td>Points</td>
<td>10</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

#### Table 5.4: Technical Specification - Instrumentation

<table>
<thead>
<tr>
<th>A/C Instrumentation as per PIA Inventory</th>
<th>A/C Instrumentation as per PIA Inventory</th>
<th>Simulated Instrument</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points</td>
<td>10</td>
<td>5</td>
</tr>
</tbody>
</table>

#### Table 5.5: Technical Specification – Visual

<table>
<thead>
<tr>
<th>Projector</th>
<th>LCOS Projector Based</th>
<th>Non LCOS Projector Based</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Field of View</td>
<td>200 x 40°</td>
<td>180 x 40°</td>
</tr>
<tr>
<td>Points</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Image Generator</td>
<td>COTS Availability</td>
<td>COTS Non Availability</td>
</tr>
<tr>
<td>Points</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Operating System Diagnostic Capabilities</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Points</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Library Models</td>
<td>Library Model with PIA Customized Airports</td>
<td>Library Models Only</td>
</tr>
<tr>
<td>Points</td>
<td>10</td>
<td>7</td>
</tr>
</tbody>
</table>
### Table 5.6: Technical Specification - Host Computer

<table>
<thead>
<tr>
<th>Feature</th>
<th>COTS</th>
<th>Non COTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer off the Shelf</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Operating System Built in Diagnostic Capabilities</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Points</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Hardware and Software Back up Capabilities</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Points</td>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>

### Table 5.7: Technical Specification Instructor Station

<table>
<thead>
<tr>
<th>Feature</th>
<th>Forward Facing Design</th>
<th>Side Facing Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor Station Capabilities as per PIA Training Requirement</td>
<td>Completely</td>
<td>Partial</td>
</tr>
<tr>
<td>Points</td>
<td>10</td>
<td>5</td>
</tr>
</tbody>
</table>

### Table 5.8: Technical Specification Field Service Manager

<table>
<thead>
<tr>
<th>Feature</th>
<th>Six Months</th>
<th>Three Months</th>
<th>Not Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points</td>
<td>10</td>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>

### Table 5.9: Technical Specification Spares and Test Equipment

<table>
<thead>
<tr>
<th>Feature</th>
<th>Complete Provisioning for Critical Spares</th>
<th>Complete Provisioning for Critical Spares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points</td>
<td>10</td>
<td>5</td>
</tr>
</tbody>
</table>

### Table 5.10: Technical Specification Additional Capability

<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoke Generation</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Electronic Flight Bag</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>AOC Communication</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Aircraft Communication and Addressing System (ACARS)</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Heads up Display (HUD)</td>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>
### Table 5.11: Technical Specification Warranty and Product Support

<table>
<thead>
<tr>
<th>Points</th>
<th>3 Years and 15 Year Support</th>
<th>2 Years and 10 Year Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table 5.12: Technical Specification Maintenance Trng. of FFS and Visual

<table>
<thead>
<tr>
<th>Points</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table 5.13: Technical Specification – Demonstration Assessment for Suitability

<table>
<thead>
<tr>
<th>Points</th>
<th>Excellent</th>
<th>Very Good</th>
<th>Good</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 5.2.3.2 Financing Capability (Max Points 45)

Bidders/Consortium shall be awarded points as mentioned in Table 5.3 below:

<table>
<thead>
<tr>
<th>Net-Worth (in PKR)</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 5000 million</td>
<td>45</td>
</tr>
<tr>
<td>More than 4000 million and up to 5000 million</td>
<td>30</td>
</tr>
<tr>
<td>More than 3000 million and up to 4000 million</td>
<td>15</td>
</tr>
<tr>
<td>More than 2000 million and up to 3000 million</td>
<td>5</td>
</tr>
<tr>
<td>Less than 2000 million</td>
<td>1</td>
</tr>
</tbody>
</table>

The bidders are also required to submit audited Financial Statements for the last three (3) years. In case of consortium, all members must submit last three (3) years audited financial statements.

#### 5.2.3.3 Time Schedule (Max Points 45)

Bidders are encouraged to secure Equipment in the shortest possible time. The bidders shall be awarded points as mentioned in Table 5.4:

<table>
<thead>
<tr>
<th>Installation and Ready-to-Operate Time Period</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation in 6 months</td>
<td>45</td>
</tr>
<tr>
<td>Installation between 6 months and 12 months</td>
<td>30</td>
</tr>
</tbody>
</table>
5.3  STAGE 2 – Financial bid

5.3.1 Evaluation of financial bids

The Financial Bids of the Qualified Bidders would be opened as indicated below:

Step 1: Cover 1 Bid Security of Rs 2 million (Rupees Two Million only).

Step 2: Cover 2 of ONLY those bidders who have submitted Bid Security of Rs 2 million (Rupees Two Million only) as in Step 1 would be opened.

The bid security shall be refundable to all unsuccessful bidders within a period of 60 days from the date of opening of financial proposals and declaration of the name of the successful bidder, and to the successful bidders upon signing of the concession agreement.

5.3.2 Objective of financial bids evaluation

The Financial Bids evaluation criterion seeks to identify the entity offering the best financial terms to the PIA.

5.3.3 Financial bids: evaluation criteria

The Financial Bids considered for evaluation shall be ranked according to the lowest annual payment required to be made by PIA to the bidder.

The bidder has to submit the financial bid according to the format given below:

<table>
<thead>
<tr>
<th>Amount required per annum (in US Dollars) from PIA</th>
<th>Total gross amount required from PIA (in US Dollars) for the duration concession period (10 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>US$</td>
<td>US$</td>
</tr>
</tbody>
</table>

The bidders are also required to submit the financial bid form attached in Section 9 of this RFP.

5.4  Scoring of Technical and Financial Proposals

The Technical Proposal shall be assigned a raw score (Str), which shall be scaled up to constitute a final technical score (St) as follows:

\[ St = Str \times \frac{100}{St_{max}} \]

where \( St_{max} = \text{Raw score of the highest ranked bidder on technical criteria.} \)
The financial score ($S_f$) will be calculated as follows:

$$S_f = \frac{F_{\text{min}} \times 100}{F_f}$$

where $F_{\text{min}} = \text{Lowest bid received (per annum)}$

and $F_f = \text{Bid amount per annum by the Bidder under consideration.}$

The combined Score of Technical and Financial proposals ($S_c$) shall be calculated as follows:

$$S_c = 0.40xS_t + 0.60xS_f$$

*(Technical Proposal will have 40% weightage, while Financial Proposal will have a 60% weightage.)*

All Sections given below need to be filled by the interested private parties.
6: Format of the Covering letter

(The covering letter is to be submitted by the Bidder on appropriate company letterhead)

Date: ________________
Place: ________________

Chief Executive Officer
Infrastructure Project Development Facility (IPDF)
House # 02, Street No. 59, F-7/4
Islamabad
Tele: + 92 51 2656090, 2656252
Fax: + 92 51 2656251, 9205926

Dear Sir,

Sub: Acquisition of A320–200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis - Stage 1 Technical Bid.

Please find enclosed one (1) original + four (4) copies of our Stage-1 Technical Bid in respect of Acquisition of A320–200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis in response to the Request for Proposal (“RFP”) Document issued by the IPDF dated _______.

We hereby confirm the following:

1. The Bid is being submitted by ____________________________ (name of the Bidding Company/Lead Consortium Member) who is the Bidding Company / the Lead Consortium Member of the Bidding Consortium comprising ____________________________ (mention the names of the entities who are the Consortium Members), in accordance with the conditions stipulated in the RFP. (In case of a Bidding Consortium) Our Bid includes the Letter(s) of Acceptance in the format specified in the RFP, and the MoU (as per the principles stated in the RFP) between, ____________________________ (mention names of the entities that are the Consortium Members), who are the Consortium Member(s) as per the conditions stipulated in the RFP.

2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by IPDF and in any subsequent communication sent by IPDF. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from IPDF.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

4. ______________ (mention the names of the entities who are the Consortium Members), ___________ (mention name(s) of the entities that are Promoter(s)/Affiliate(s)/ Subsidiary (ies)), satisfy the legal requirements laid down in the RFP.

5. We as the Bidding Company / Lead Consortium Member (Please strike out whichever is not applicable), designate Mr./ Ms. ________________ (mention name, designation, contact address, phone no., fax no., E-mail id, etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries etc. on behalf of us in respect of the Project.

6. A Power of Attorney from the Bidding Company/Lead Consortium Member authorizing the undersigned as the Authorized Representative, Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, etc., in respect of the Project is included as a part of the Proposal.

7. Our Bid is a firm and irrevocable offer and shall remain valid until ______. We agree to reasonably consider any request from IPDF to extend further the validity period beyond this date.

For and on behalf of ________________

Signature ______________________________

(Authorized Representative and Signatory)

Name of the Person ________________

Designation ____________________________

List of enclosures ________________
7: Format of Letter of Acceptance

(The Letter of Acceptance is to be submitted by EACH Consortium Member of the Bidding Consortium on appropriate company letterhead)

Date: ______________________
Place: ______________________

To,
Chief Executive Officer
Infrastructure Project Development Facility (IPDF)
House # 02, Street No. 59, F-7/4
Islamabad
Tele: + 92 51 2656090, 2656252
Fax: + 92 51 2656251, 9205926

Dear Sir,

Sub: Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis - Stage 1 Technical Bid.

This has reference to the Stage-1 Technical Bid being submitted by ___________________ (mention the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising _____________________ (mention name(s) of the Consortium Members) in respect of the Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis in response to the Request for Proposal (“RFP”) Document issued by the IPDF dated __________.

We hereby confirm the following:

1. We ___________________ (name of the Consortium Members furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
   - The RFP issued by IPDF;
   - All subsequent communications between IPDF and the Bidder, represented by _____________________(Mention name of the Lead Consortium Member);
   - The principles of the MoU to be signed between / among _____________________(names of the Consortium Members), as members of the Bidding Consortium; and
   - The Bid being submitted by ___________________ (name of the Lead Consortium Member).
2. We authorize ____________________ (name of the Lead Consortium Member), as the Lead Consortium Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries on behalf of the consortium, in respect of this Project.

For and on behalf of_________________  
Signature__________________________

(Authorized Representative and Signatory)

Name of the Person___________________  
Designation_________________________
8: Format of the Letter of Commitment

(The Letter of Commitment is to be submitted by EACH Promoter or Affiliate or Subsidiary of the Bidding Company / Lead Consortium Member of the Bidding Consortium whose strengths are desired to be considered for purpose of the evaluation of the Minimum Eligibility Criteria of the RFP, on appropriate company letterhead).

Date: ______________
Place: ______________

To,
Chief Executive Officer
Infrastructure Project Development Facility (IPDF)
House # 02, Street No. 59, F-7/4
Islamabad
Tele: + 92 51 2656090, 2656252
Fax: + 92 51 2656251, 9205926
Dear Sir,

Sub: Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis - Stage 1 Technical Bid.

This has reference to the Stage 1 Technical Bid being submitted by ____________________ (mention the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising ____________________ (mention name(s) of the Consortium Members) in respect of the Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis in response to the Request for Proposal (“RFP”) Document issued by the IPDF dated ________.

We hereby confirm the following:

1. We ________________ (name of Promoter/Affiliate/Subsidiary), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
   - The Request for Proposal (RFP) Document issued by IPDF;
   - All subsequent communications between IPDF and the Bidder, represented by ________________ (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium);
   - (applicable only for a Bidding Consortium) The principles of the MoU to be signed among the
Consortium Members; and

► The Bid being submitted by _________________ (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium).

2. We have satisfied ourselves regarding our role as _________________ (here give a brief description of the role) in the Project as specified in the Bid. If _________________ (name of the Bidding Company / Bidding Consortium) is awarded the Project we shall perform our role as outlined in the Bid to the best of our abilities.

3. The nature of our legal relationship with the Bidding Company / Consortium Members of the Bidding Consortium is specified in the Bid, as per the requirements stated in the RFP.

4. We undertake to support _________________ (name of the Bidding Company / Consortium Members, for which the Letter of Commitment is being furnished) in respect of the roles _________________ (briefly define the roles of the Bidding Company / respective Consortium Members) as detailed in the Bid being submitted by _________________ (name of the Bidding company or of the Lead Consortium Member in case of a Bidding Consortium).

5. We (in case of Promoter(s), Affiliate(s), Subsidiary (ies), whose strengths are desired to be credited for evaluation of Minimum Eligibility Criteria) also agree that after the submission of the Bid, we shall not change our role/ stakes in a way that violates the selection. In any case, if any change is proposed in a Promoter of the Bidding Company / Lead Consortium Member after submission of the RFP, we agree to secure a prior approval of IPDF.

6. We therefore request IPDF to consider our strengths, our experience, and our track record as specified in the RFP pursuant to the conditions specified in the RFP, for the purposes of evaluation.

For and on behalf of_________________
Signature_________________________

(Authorized Signatory of respective Promoter / Affiliate / Subsidiary)

Name of the Person_________________
Designation_______________________
9: Format of Financial Bid

(On appropriate company letterhead)

(On appropriate company letterhead)

Date: ______________
Place: _________________

To,

Chief Executive Officer

Infrastructure Project Development Facility (IPDF)

House # 02, Street No. 59, F-7/4

Islamabad
Tele: + 92 51 2656090, 2656252
Fax: + 92 51 2656251, 9205926

Dear Sir,

Sub: Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis - Stage 2 Financial Bid.

Please find enclosed our Financial Bid in respect of the Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis in response to the Request for Proposal (“RFP”) Document issued by the IPDF dated __________.

<table>
<thead>
<tr>
<th>Amount required per annum (in US Dollars) from PIA</th>
<th>Total gross amount required from PIA (in US Dollars) for the duration concession period (10 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>US$</td>
<td>US$</td>
</tr>
</tbody>
</table>

Bidders should use Excel spread sheet ‘Annexure to Financial Bid Offer placed at financial proposal evaluation criteria’ for computation of Quoted Bid Amount.

We hereby confirm the following:

We confirm that the above Quoted Bid Amount will be applicable for the entire Concession period of 10 years.
The payment of Quoted Bid Amount shall be in accordance with the terms and conditions defined in the Concession agreement.

We understand that this offer of Quoted Bid Amount will be incorporated in the Concession Agreement to be signed between PIA and the successful bidder.

We also understand that in addition to the Quoted Bid Amount, we shall provide other considerations as per the terms and conditions of the Agreement.

We also understand that the final selection is solely based on the Quoted Bid Amount and as such our offer shall be incorporated without any changes whatsoever in the Concession Agreement to be signed between PIA and the successful bidder.

We also understand that our offer for Quoted Bid Amount and other considerations to be made to PIA are key obligations under the Agreement.

For and on behalf of____________________

Signature__________________________

(Authorised Representative and Signatory)

Name of the Person____________________

Designation________________________
10: Format of Bank Guarantee for Bid Security Deposit

(To be issued by a Scheduled Bank in Pakistan)

B.G. No. _______________ Dated ____________.

This Deed of Guarantee executed at [Place of Execution] ______ by [Name of Bank] having its Head / Registered office at [Address of the Bank] ______ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

In favour of

Infrastructure Project Development Facility (hereinafter called “IPDF”), having its office at House # 02, Street No. 59, F-7/4, Islamabad – Pakistan, which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

Whereas M/s. [Name of bidder], a Company registered under provisions of the Companies (Amendment) Ordinance, 2002 having its registered office at [Address of Bidder] ______ (hereinafter called “the Company”) which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

Whereas in terms of Clause 2.4 of the Request For Proposal document issued by IPDF (hereinafter referred to as the “RFP”) the Company is required to furnish to IPDF an unconditional and irrevocable Bank Guarantee for an amount of Rs. 2 million only (Pakistani Rupees Two Million only) as Bid Security and the Guarantor has at the request of the Company agreed to provide such Guarantee being these presents:

Now this deed witnesseth that in consideration of the premises, we, [Name of the Bank] hereby declare, undertake and agree as follows:

1. We as primary obligor shall, without demur, pay to IPDF an amount not exceeding Rs. 2 million only (Pakistani Rupees Two Million only), within 5 days of receipt of a written demand from IPDF stating that the Earnest Money Deposit has been forfeited due to the occurrence of the events specified in Clause 2.4 the RFP. Any such demand made on us by IPDF shall be conclusive and absolute as regards the forfeiture of the Bid Security Deposit and the amount due and payable under this Guarantee.

2. The above payment shall be made by us without any reference to the Company or any other person and irrespective of whether the claim of IPDF is disputed by the Company or not.

3. This Guarantee shall remain in full force from the issue of this Guarantee up to [Date to be inserted].

4. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.

5. The Guarantor has power to issue this Guarantee and the undersigned is duly authorized to execute
this Guarantee pursuant to the power granted under __________.

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by [Name of Bank]

by the hand of Mr. [Name of Signatory]

its [Designation of Signatory] and authorised official.
11: Format for Particulars of Bidder

1) Details of applicant
   a) Name
   b) Country of incorporation
   c) Address of the corporate headquarters and its branch office(s), if any, in Pakistan
   d) Date of incorporation and/or commencement of business

2) Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.

3) Details of individual(s) who will serve as the point of contact / communication within the Company:
   a) Name________________________
   b) Designation____________________
   c) Company______________________
   d) Address_______________________
   e) Telephone Number_______________
   f) E-Mail Address__________________
   g) Fax Number____________________

4) Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:
   a) Name
   b) Designation
   c) Address
   d) Phone No.
   e) Fax No.
   f) E-mail

5) Organization chart and details of key personnel in the organization including in-house qualified personnel, etc.
12: Format for Power of Attorney for Signing of Bid Proposal

Power of Attorney

Know all men by these presents, We______________________________ (name and address of the registered office) do hereby constitute, appoint and authorise Mr./ Ms______________________________ (name and residential address) who is presently employed with us and holding the position of ________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis in the country of Pakistan ("The Project"), including signing and submission of all documents and providing information / responses to Infrastructure Project Development Facility (IPDF), representing us in all matters before IPDF, and generally dealing with IPDF in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For __________________________

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

(1) To be executed by all the members in case of a Consortium.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
13: Format for Power of Attorney for Lead Member(s) of Consortium

Power of Attorney

Whereas, Infrastructure Project Development Facility (IPDF) has invited applications from interested parties for the Acquisition of A320 – 200 Simulator on Acquire/Build, Lease and Transfer (ALT) Basis in Pakistan (“the Project”).

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal Document (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. ______________ M/s ______________ and M/s ______________ (the respective names and addresses of the registered office) do hereby designate M/s ______________ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of application / proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with IPDF, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant project documents as mandated by the RFP documents with IPDF.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ______Day of ________2013____

(Executants)

(To be executed by all the members of the Consortium)

Note:

(1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
14: Principles of the Memorandum of Understanding to be executed between the Members of the Consortium

(To be executed on appropriate value of Non-Judicial Stamp paper as per Stamp Act prevailing in Pakistan)

In case of a Bidding Consortium, the principles based on which the Memorandum of Understanding (MoU) shall be executed between/among the Consortium Members, are stated below;

1. The MoU should clearly specify the roles and responsibilities of each of the Consortium members, along with their proposed equity contribution. It is expected that the individual members have role definitions not conflicting with those of the other Consortium Members.

2. The MoU should clearly designate one of the Consortium Member as the Lead Member. The Lead Member shall necessarily make the maximum equity contribution in the Project, and this equity contribution shall not be less than 51% of the total equity, which shall not be diluted for at least five years from the date of start of commercial operations.

3. The Consortium Member assessed for technical Capability shall necessarily make equity contribution in the Project, and this equity contribution shall not be less than 10% of the total equity and the Member so evaluated would have to hold at least 10% in the Project, which shall not be diluted till the completion of the construction period.

4. The Lead Member shall be responsible for;
   a. Tying up finances for the Project:
      i. Ensuring the equity contribution by each of the Consortium Member, and in the event of a default, make good such contribution, subject to the condition that the Consortium should still be able to attain the minimum technical & financial criteria, as laid down in the RFP without considering the defaulting consortium member.
      ii. Undertaking primary responsibility for liaising with the lending institutions and mobilizing debt resources for the Project.
   b. Ensuring the individual and collective commitment of each of the Consortium Members in honoring the Project’s obligations. The Lead Consortium Member would be overall responsible for the execution of the Project. All Consortium Members shall be jointly and severally liable for the same.

5. The MoU should be duly signed by each of the Consortium Members.

6. The MoU should be executed on an appropriate stamp paper.

7. The MoU should be specific to this Project.

8. The MoU should be valid for a minimum five years from the last date for submission of the proposals. The validity period of the MoU should be extendible on the original terms, if required by IPDF.
15: Concession Agreement

To be provided later