

**Request for Proposal:**  
**Appointment of Sponsor - Kuwait**

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**Section – I****INVITATION TO BID****APPOINTMENT OF PIA  
SPONSOR IN KUWAIT**

Pakistan International Airlines Corporation Limited (PIACL) invites application from reputable technically and financially sound, and managerially capable firms / companies for appointment as PIA Sponsor in Kuwait. Applicants should meet the "Eligibility Criteria" given in the RFP available on websites of [www.piac.com.pk](http://www.piac.com.pk) and [www.ppra.org.pk](http://www.ppra.org.pk).

Applications in sealed envelopes clearly marked as "Appointment of Sponsor for Kuwait", should reach PIA through the registered mail or courier service till (09-Nov-2022) at 1600 Hrs PST at the address given below. Tenders will be opened on the same date i.e. (09-Nov-2022) at 1630 Hrs PST in the office of DY.GM Agency Affairs.

PIACL reserves the rights to reject or accept any or all applications; however, the reason for the same will be communicated on request.

Dy. GM, Agency Affairs  
Pakistan International Airlines Corporation  
Limited  
Room No. 327, PIA Office Building, Blue Area  
Fazl-i. Haq Road, Islamabad, Pakistan,  
Email: [khisapk@piac.aero](mailto:khisapk@piac.aero), Tel: +92 51 920 9972



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Website: [www.piac.aero](http://www.piac.aero)

**SECTION – II**  
**INSTRUCTIONS TO BIDDERS**

**1. Scope of Bid**

Pakistan International Airline (PIA) invites "sealed bids" from interested parties for the appointment of its Sponsor in the territory of Kuwait.

**2. Eligibility Criteria**

1. Applicant should be a locally registered firm / company and possess trading license for Travel Trade Services
2. Provision of last three (03) years Balance Sheet and Profit & Loss Account certified / audited by Chartered Accountancy or equivalent eligible firm as per local laws. All reports / documents submitted by a potential candidate must be in English.
3. Applicant should have a sales turnover of USD 5 Five millions or equivalent per annum pertaining to aviation / travel trade.
4. Applicant should not be a GSA/Sponsor for any airline operating direct services including Code Share operation from that territory to Pakistan.
5. Applicant should have minimum 03 years' experience in the respective field of Passenger Sales/Cargo. Also should be familiar with IATA / BSP / CASS or equivalent procedures in the territory.
6. Applicant should be a GSA/sponsor of at least one major airline. Preference will be given to those having GSA of more than one airline.
7. Should have an established office setup and sufficient staff with ability of selling international air transportation.
8. Owners, Directors, Shareholders should not have been involved in default / bankruptcy proceedings nor had a financial interest or a position of management in a defaulted IATA or GSA / GSSA agency or any other firm/company. An affidavit to be submitted from the Attorney of the Company in this regard.
9. Applicant should not have gone into any legal dispute in the past with PIACL.
10. Applicable financial/bank guarantees will be required upon appointment.

**Note:** (The bidders are expected to examine all the above conditions prior to submission of their bids. The Bids of the applicants not meeting "Eligibility Criteria" may be rejected and may not be processed for technical and financial evaluation).

The 'Instructions to Bidders' will not be part of Contract and will cease to have effect once the Contract is signed.

**3. Clarification on Bidding Documents**

A prospective bidder requiring any clarification(s) in respect of the Bidding Document shall notify PIA in writing. PIA will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of bid.

Additionally, Bidders might be asked for the clarification and supporting Documents which they should provide within the given notice period by PIACL.

**4. Amendment to Bidding Document**

At any time prior to the deadline for submission of bid, PIA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing addendum(s)/corrigendum. These addendums shall be construed to be a part of Bidding Documents by reference. PIA shall issue addendum/corrigendum (if any) at least seven (7) days prior to deadline for submission of bids.

**5. Extension in Submission Dates**

At any time prior to the deadline for submission of bid, PIA may, for any reason, whether at its own initiative or to provide prospective bidders reasonable time, in which to take an addendum into account, at its discretion extend the deadline for submission of bids.

**6. Submission of Bid**

Interested bidders will have to submit their offer in sealed envelopes either in person or through courier. Each offer should be clearly marked as **"Appointment of Sponsor in Kuwait"**.

**7. Tender Proceedings**

**"Single Stage One Envelope"** tendering process shall apply. Application and all requisite documents shall be submitted in two sets.

**8. Bid Related Details:**

Below information should be noted while preparing and submitting the bids.

- i) Currency of Bid:** All the figures provided in the bid shall be in US Dollars (US\$) or the **verified/attested legal translation** shall be provided.
- ii) Bid Validity:** The bid shall have to be valid for a period of **180 days** from closing date of tender.
- iii) Language of Bids:** The bids prepared by the bidder and all correspondence and documents relating to the bid, exchanged between the bidder and PIA shall be written in the English language. If a document is other than English language then bidder shall provide a true copy of that document in English.
- iv) Format and Signing of Bids:** The bidder shall prepare one set of the bid typed or written in indelible ink and shall be signed by the Authorized Representative of the bidder (who should be an employee of the bidder).
- v) Period of Appointment:** Successful bidder will be appointed as sponsor of PIA in Kuwait for the period of Five (05) years.

**9. Deadline for Submission of Bids:** Bids must be received by PIA at the address specified in the Invitation to Bid no later than **1600 Hrs on November 9, 2022.**

**10. Late Bids:** Any bid received by PIA after the bid submission deadline, for any reason whatsoever, shall be rejected.

**11. Opening of Bids:**

Pakistan International Airlines will open the **bid at 1630 Hrs PST on November 9, 2022** in the office of Dy. GM Agency Affairs, Room No. 327, 3<sup>rd</sup> Floor, PIA Office, Blue Area, Islamabad, Pakistan. Authorized representatives of the bidders can attend the bid opening.

**12. Evaluation of Bids**

All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. Save as no evaluation criteria shall be used for evaluation of bids that had not been specified in the bidding documents.

**13. Site Visit of the Bidder**

Site visit of the eligible applicants/bidder will be conducted by PIACL team to verify the provided information before the final evaluation and results announcement.

**14. Letter of Intent**

The Letter of Intent will be issued to bidder with highest total points in the final evaluation.

**15. PIA's Right**

PIA reserves the right to reject all bids and to annul the bidding process at any time prior to award of Contract. PIA upon request from bidder, who submitted a bid, shall communicate the grounds for its rejection of all bids, but is not required to justify those grounds. Notice of the rejection of any or all bids shall be given promptly to all the bidders.

**SECTION – III**  
**FORMS TO BE FILLED BY BIDDERS**

**Eligibility Criteria Form:**

All the information given in the table should be supported with appropriate and acceptable documents.

Total Points = 10 | Qualifying Points = 10

S#	Description	Agency Remarks	
		Yes	No.
		1	0
1	Should be a locally registered firm / company and possess trading license for Travel Trade Services.		
2	Provision of last three (03) years Balance Sheet and Profit & Loss Account certified / audited by Chartered Accountancy or equivalent eligible firm as per local laws. All reports / documents submitted by a potential candidate must be in English.		
3	Should have a turnover of USD 5 Five millions or equivalent per annum pertaining to aviation / travel trade.		
4	Should not be a GSA for any airline operating direct services including Code Share operation from that territory to Pakistan.		
5	Should have minimum 03 years' experience in the respective field of Passenger Sales.		
6	Should be a GSA of at least one major airline. Preference will be given to those having GSA of more than one airline.		
7	Should have an established office setup and sufficient staff with ability of selling international air transportation.		
8	Owners, Directors, Shareholders should not have been involved in default / bankruptcy proceedings or had a financial interest or a position of management in a defaulted IATA or GSA / GSSA agency or any other firm/company. An affidavit to be submitted from the Attorney of the Company in this regard.		
9	Applicant should not have gone into any legal dispute in the past with PIACL.		
10	Applicable financial/bank guarantees will be required upon appointment.		

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**DETAIL OF THE COMPANY / AGENCY (To be filled by bidder)**

Sr. No.	Description	Remarks
1	Company annual sales turnover for the latest financial year ( in USD)	
2	No. of GSA held by the bidder (details to be attached)	
3	Office Location (which floor office is located)	
4	No. of Trained Staff (attach the list)	
5	Company Experience (No. of years)	

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

Date: \_\_\_\_\_



**Form of Bid –Stage Bid**

Date: \_\_\_\_\_

Ref: AA/GSA/KWI

To: Dy. General Manager Agency Affairs  
**Pakistan International Airlines**

Dear Sir,

Having examined the Bidding Documents, we, the undersigned, offer our services to be appointed as Sponsor of PIA under the tender reference \_\_\_\_\_ in full conformity with the said Bidding Documents against the terms and conditions mentioned in the tender document.

We undertake, if invited to do so by PIACL, and at our own cost, to attend a clarification meeting at a place of your choice. We agree to abide by this Bid, for a period of 06 months from the date fixed for submission of bids as stipulated in the Bidding Documents, and together with the above written undertakings, it shall remain binding on us.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

\_\_\_\_\_  
Signature of Authorized Person

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Official Seal: \_\_\_\_\_

**SECTION – IV**  
**EVALUATION OF BIDS**

**A. TECHNICAL EVALUATION ( 70 Points)**

1. Annual Sales Turnover (Revenues) – (20 Points)

All the applicants meeting the minimum annual sales turnover requirement will be awarded 20 points.

2. Staff Experience / Qualification - (10 Points)

Online station	Points
Trained staff 5 & above	10
Trained staff 3 to 4	07
Trained staff 2	04

3. Office Location (10 Points)

Description	Points
Ground floor, main road in business center with airline offices	10
Ground floor, side road in business center with airline offices	08
1 <sup>st</sup> & 2 <sup>nd</sup> floor, main road in business center	06
3 <sup>rd</sup> & 4 <sup>th</sup> floor main road in business center	04
1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> floor in other areas close to business center	02

4. Company Experience (10 Points)

Description	Points
11 years and above	10
9 to 10 years	08
7 to 8 years	06
5 to 6 years	04
3 to 4 years	02

5. No. of GSAs (20 Points)

Applicant with the highest no. of GSAs will be awarded 20 point and the other will be awarded point in proportion. (Example: If highest no. of GSAs by an applicant is 10, it will be awarded 20 points and applicant with 5 GSAs will be awarded 10 points and so on).

**B. FINANCIAL EVALUATION - (30 Points)**

For in depth financial evaluation, Agents must provide following information:

1. Financial statements including Annual Balance Sheet and Profit & Loss Statement for last 03 years will be required.
2. Documents must be audited accounts by a Chartered Accountancy or equivalent eligible firm and should be in English.
3. While evaluating financial position of the applicants, points will be awarded under following financial heads;

<b>Shareholder's Equity in PKR</b>		
<b>FROM</b>	<b>TO</b>	<b>POINTS</b>
1.00	50 Million	0.50
51 Million	100 Million	0.75
101 Million	150 Million	1.00
151 Million	200 Million	1.25
201 Million	250 Million	1.50
251 Million	300 Million	1.75
301 Million	+	2.00

<b>Current Ratios</b>		
<b>FROM</b>	<b>TO</b>	<b>POINTS</b>
0.01	0.49	0.20
0.50	0.99	0.40
1.00	1.49	0.60
1.50	1.99	0.80
2.00	+	1.00

<b>Asset Turnover</b>		
<b>FROM</b>	<b>TO</b>	<b>POINTS</b>
0.01	0.49	0.20
0.50	0.99	0.40
1.00	1.49	0.60
1.50	1.99	0.80
2.00	+	1.00

<b>Net Profit Margin</b>		
<b>FROM</b>	<b>TO</b>	<b>POINTS</b>
1%	5%	0.20
6%	10%	0.40
11%	15%	0.60
16%	20%	0.80
21%	+	1.00

**C. Monthly Administrative Fee in KWD =**

Lowest quoted rate by bidder will be awarded 30 points and similarly other bidders will be awarded marks in proportion.

**(Final Evaluation = Technical Evaluation Points + Financial Evaluation Points + Monthly Admin Fee Points)**

Agencies/ Companies should furnish proposal in the context of desired requirement given below:

**SECTION – V**  
**GENERAL & SPECIAL CONDITIONS OF CONTRACT**

**SPONSORSHIP AGREEMENT**

This agreement is made on .....between **PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED**, a public limited company incorporated and governed by and under the laws of Pakistan having its Head Office at Karachi, Pakistan (the “PIA” hereinafter referred to as “Principal”) of the one part and sponsor M/s. .... having its office at .....Kuwait through ..... (Hereinafter called the Sponsor) of the other part.

Whereas Principal has its offices in the State of Kuwait to carry on its business.

AND Whereas under the laws of State of Kuwait any foreign airline cannot carry on any business in the State of Kuwait unless it is sponsored by a National of the State of Kuwait.

AND WHEREAS the sponsor has agreed to sponsor the aforesaid business activities of PIACL in the State of Kuwait, on the following terms and conditions:

1. The area of which the business will be sponsored by the sponsor shall be the State of Kuwait and the PIACL offices will be established in the State of Kuwait.
2. The Sponsor shall be responsible for all the work and other matters in connection with complying with all government formalities, obtaining visas and work permits for PIACL staff, and for other PIACL personnel visiting the State of Kuwait from time to time, bearing all costs thereof, and tendering necessary guarantees to the Government of the State of Kuwait.
3. The sponsor shall also assist Pak based staff with residence lease upon agreement, in obtaining residential and cellular telephone, electricity connection and driving licenses at the request and cost of PIACL.
4. The Sponsor shall be responsible to advise and assist in all litigations against or by the PIACL in the State of Kuwait. For avoidance of doubt it is further clarified that responsibility of Sponsor is limited to assist PIACL in engaging suitable lawyers in Kuwait at the cost of PIACL.
5. The Sponsor shall advise and assist PIACL in improving its revenues by active participation in sales promotion activities.
6. The Sponsor shall protect and promote the interest of PIACL and its personnel in the territory of State of Kuwait.
7. Sponsor will negotiate with building Owner/Real Estate Company on behalf of PIA Kuwait for necessary office renovation as per requirement of Principal.
8. Sponsor will provide one dedicated office attendant to PIA.
9. Sponsor will provide a separate Car for PIA official Usage,
10. Sponsor will pay annual residence (Aqama) fee, Civil ID fee, and Annual Health Insurance charges on behalf of Pak based and Local staff, their spouse and up to 03 children.
11. Sponsor will depute one dedicated staff as company representative (Mandoup), for communication with Local Government Agencies in Kuwait.
12. Sponsor will furnish Bank Guarantee on behalf of PIA as required by CAA Kuwait/local government authorities (Ministry of Communication) etc.

13. In consideration of the services provided therein by the Sponsor, PIACL shall pay to the Sponsor, on monthly basis, administrative fee of KWD...../-.
14. PIACL will provide M/s. ....Company's nominees 100% free confirm Executive Economy/Economy Class Return Tickets on PK Routes (applicable third/fourth/fifth and sixth freedom routes) not exceeding three (03) tickets per calendar year. All taxes, surcharges and applicable fees, shall be paid by the nominee of the sponsor.
15. The following laws will apply:
  - a. **Governing law:** This Sponsorship Agreement will be governed by the law of Pakistan.
  - b. **Dispute Resolution:** Any dispute arising out of this Agreement will be resolved amicably if not resolved then it shall be resolved through Arbitration under the International Chamber of Commerce (ICC) Rules.
16. This agreement shall be deemed to have commenced on ..... and shall be valid up till ..... (i.e. a period of five years) unless earlier terminated by either party ,by giving 90 days prior written notice to either party.
17. This agreement may be terminated by either party without assigning any reason and by giving the other party ninety (90) days written notice of contract termination. Such a termination notice shall be served through registered mail/email/courier.
18. The agreement may be renewed for a further period subject to satisfactory performance and written agreement of the parties and will be extendable on mutually satisfactory terms.
19. The Sponsor is responsible for coordination to smoothly transfer the business, office, work/residence permits/aqamas and other property of PIACL to the new Sponsor/agent/commercial agent appointed and/or specified by PIACL.

This agreement will supersede all previous Sponsorship Agreements signed by ..... and Pakistan International Airline Corporation Limited .

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and the year first above mentioned.

Signed for and on behalf of: M/s. XXX  Signature: _____  Designation: _____	Signed for and on behalf of: Pakistan International Airlines Corporation  Signature: _____  Designation: <u>Chief Executive Officer, PIACL</u>
<p><b><u>Witness – I</u></b></p> Signature: _____ Name: _____ Designation: _____ Date: _____	<p><b><u>Witness – II</u></b></p> Signature: _____ Name: _____ Designation: _____ Date: _____