



# Islamic Emirate of Afghanistan

## Ariana Afghan Airlines

### STANDARD BIDDING DOCUMENTS (SBD)

### For Chartering of Aircraft on ACMI Basis

(Single stage One Envelope procedure)

Document Name	Standard bidding Documents (SBD)
Description	Charter of Aircraft in ACMI Basis
Reference Number	SBD- <b>006-616-ACMI</b> for Haj operation 2023
<b>Submit offer to this email address only and do not share your offer with other address</b>	<a href="mailto:quotation-box@flyariana.com">quotation-box@flyariana.com</a>
Announcement Date	09-MARCH-2023
Pre-bid Meeting	Will schedule Upon request of the Bidder
Bid submission date	<b>From 09-MARCH-2023 up to 25-MARCH-2023</b>
Closing Date & time	<b>25-MARCH-2023</b>
Bidding opening	<b>26-MARCH-2023</b>

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## Preamble

This document is divided into four sections.

- The first section gives interested parties an overview of the process and explains in detail as to how they should submit their bids and how their bids will be evaluated by Ariana Afghan Airlines (Lessee).
- The second section contains general terms which shall form the basis of the Aircraft Procurement agreement between Ariana Afghan Airlines (Lessee) and the successful bidder (Lessor).
- The third section covers the details of Ariana Afghan Airlines (Lessee) requirements in terms of the Aircraft ACMI.
- The fourth section provides the interested bidder (Lessor) with an overview of Ariana Afghan Airlines (Lessee) evaluation process to maintain complete transparency and criteria to determine the best suited offer.
- The annexure contained thereafter are the standardized formats on which Ariana Afghan Airlines (Lessee) expect to receive the actual offers from the interested bidders.

## Section A- Instruction to Bidder (Lessor) s

### 1- Scope of Bid

Ariana Afghan Airlines (Lessee) invites interested parties for Procurement of wide body include propeller along with twin Jet Aircraft on ACMI Basis.

Number of Aircraft: one

Seating Configuration: Standard LOPA.

Delivery Schedule: after signing of the contract and issuance of a notice to proceed letter.

1-1-Ariana Afghan Airlines (Lessee) invites interested parties for the ACMI of one of the following Types.

No.	Type of Aircraft	Number of Aircraft	Seating Configuration	Delivery Schedule	For schedule flights ACMI Contract Period	Total MGH For haj operation period	Monthly Flight Hours for schedule flights
1	A330	1	300/s	As soon as possible	3-Months	1000hrs <b>For one phase</b>	Maximum 200 Hours. Negotiable
2	A340	1	345/s	As soon as possible	3-Months	870hrs <b>For one phase</b>	Maximum 200 Hours. Negotiable
3	B767-400	1	300/s	As soon as possible	3-Months	1000hrs <b>For one phase</b>	Maximum 200 Hours. Negotiable
4	B777	1	310/s	As soon as possible	3-Months	970hrs <b>For one phase</b>	Maximum 200 Hours. Negotiable
5	B747	1	500/s	As soon as possible	3-Months	600hrs <b>For one phase</b>	Maximum 200 Hours. Negotiable

1-2-The ACMI Aircraft will operate on the following routes. The domestic routes are (Optional)

Sector					
Airport	IATA Code	Airport	IATA Code	Airport	ICAO Code
Kabul	OAKB	Jeddah	JED	Kabul	OAKB
Kabul	OAKB	Madinah		Kabul	OAKB
Kabul	OAKB	Riyadh	RUH	Kabul	OAKB
Kabul	OAKB	Istanbul	IST	Kabul	OAKB
Kabul	OAKB	Ankara	ESB	Kabul	OAKB
Kabul	OAKB	Moscow	SVO	Kabul	OAKB

The lease aircraft for Hajj 2023 should meet the following criteria for **30000hajjies**

- 1- Seat Capacity from 250/S till 500/s(Wide body)Aircraft A330/A340/ B767-400/ B777/B747
- 2- Approximately Minimum Guarantee Hour (MGH) for **one phase** (see the above charts)



Note: The above A/C type MGH calculated based on seat capacity (if the seat capacity will be less or more then the MGH will be calculate in according to the seat configuration)

- 3- The operator/Lessor shall be able to provide at least TWO WEEK before start of first flight (not less than three days before)
- 4- Operator (Lessor) Should have Valid Air Operator Certificate
- 5- Operations Specification with the proposed aircraft being included in Op Specs
- 6- Aircraft should have valid Certificate of Registration
- 7- Aircraft should have valid Certificate of Airworthiness
- 8- Aircraft should have valid Insurance Certificate
- 9- Aircraft should have valid Radio License
- 10- Aircraft should have valid Noise Certificate
- 11- Aircraft should have valid RVSM Compliance Document
- 12- Aircraft must be equipped with TCAS 7.1
- 13- RNP Compliance Document
- 14- Aircraft/Operator should meet General Authority of Civil Aviation of Saudi Arabia Foreign Operator Certification requirements and circulars.
- 15- Aircraft technical specifications shall be provided
- 16- Back Up A/C available within max 48 hours or as advised by Afghan Ministry.
- 17- Aircraft technical specifications provided
- 18- Aircraft should be completely airworthy and free of any major and heavy maintenance checks close the Hajj date or during the Hajj operations.
- 19- Approved LOPA (Seating Configuration Map)
- 20- No Objection letter from the CAA of Country of Registry for Lease operation
- 21- A/C should be capable of operation in high field elevation airports such as KBL/MZR/HEA and KDH airports
- 22- Winning Bidder would be required to fill and submit the following documents to Ariana for FOC application with GACA full compliance:
  - a. SS&AT- FAOD-F-01- Letter of Compliance
  - b. SS&AT- FAOD-F-02- Data sheet
  - c. SS&AT- FAOD-F-03- History of Aircraft Registration
  - d. Letter of Undertaking for Violations
  - e. Maintenance Contract in KSA
  - f. Fly Away Kit
  - g. Compliance Statement for (Reinforced Cockpit door, CVR-FDR, ACAT/TCAS, Wind shear Warning System, EGPWS, TAWS,, GNSS-preferred-ADSB OUT)
  - h. all other instructions stated in GACAR Part 129-Operations and CAGA further instructions
- 23- Expeance of haj pilgrims to JED and MED airport.

1-3-**Under an ACMI leasing arrangement**, the contractor supplies the aircraft as well as at least Maximum two set Cabin crew and two set Cockpit crew members (Pilot and Copilot) along with (1) Ground Engineer and (1) Mechanic. Furthermore, the contractor assumes operational responsibility, which includes performing maintenance, procuring insurance, and other legal responsibilities of operation.

1-4- **ACMI leasing** is an agreement between two airlines, Airline and contractor, where the lessor agrees to provide an aircraft, crew, maintenance and insurance (**ACMI**) to the lessee – in return for payment on the number of Flight Hours operated.



- 1-5-**Flight Hours.** Means takeoff from departure station and landing at arrival station.
- 1-6-**Aircraft Utilization Measure** of aircraft productivity, calculated by dividing aircraft Flight Hours by the number of aircraft days assigned to service on air carrier routes. Typically presented in Flight Hours per day.
- 1-7-**Aircraft movement:** An aircraft movement is defined as a take-off, landing, or simulated approach by an aircraft.
- 1-8-**ACMI Lease:** means that the organization or person who owns the aircraft will provide that aircraft as well as one or more crew members to the lessee.
- 1-9-**Aircraft leasing company:** When an airline ACMI leases an aircraft, the leasing company provides literally everything – the aircraft itself, pilots and cabin crew. ... Usually, when a leasing company provides an ACMI (Aircraft, Crew, Maintenance and Insurance) service, they operate under their own Air operator's certificate.
- 1-10- **Bidder (Lessor) 's Broker:** is a person or firm who arranges transactions between a Ariana Afghan Airlines (Lessee) and a **bidder (Lessor)** .
- 1-11- **Extension in ACMI lease Period:** Ariana Afghan Airlines shall have an option to extend the ACMI lease period before the expiry of initial ACMI lease contract.
- 1-12- **Backup Aircraft:** In order to prevent financial loss of the Lessee, the lessor is obliged to consider the replacement aircraft in accordance international standards and the terms of the contract. If the leased aircraft is grounded for any reason, the lessor must deliver the replacement aircraft to the lessee within 24 hours.

## 2- Parties qualified to apply

Bids are considered only by the owners / operators / leasing companies, re bidder (Lessor) s, bidder (Lessor) , bidder (Lessor) agent and intermediaries / brokers who have the legal right to sign the sell agreement and are collectively referred to as the Bidder (Lessor) OR contractor. Ariana Afghan Airlines (Lessee) as per its own policy will not pay any kind of commissions to owners / operators / leasing companies, re bidder (Lessor) s, Bidder (Lessor) , bidder (Lessor) agent, intermediaries, brokers and others.

## 3- Cost of bidding

The bidder (Lessor) shall bear all cost associated with the preparation and submission of their bids. Ariana Afghan Airlines (Lessee) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 4- Bidding documents

For the process of this bidding process, the terms of “bidding Documents” shall include:

- I) Invitation for bids
- II) Instruction to bidder (Lessor)
- III) General Conditions of contract
- IV) Special Conditions of Contract
- V) Evaluation of bids
- VI) Annexures





- a) Bidder (Lessor) profile (Annex (I))
- b) Technical Bid (Annex (II))
- c) Form of bid (Annex (iii))
- d) Integrity Pact (IV)
- e) Financial Bid (Annex (V))
- f) Form of Contract Agreement (Annex (VI))
- g) Ariana Afghan Airlines (Lessee) Delivery condition (Annex (VII))
- h) Manuals and documents (Annex VIII)

The bidder (Lessor) s are requested to prepare their bids in accordance to the above referenced documents/format.

#### **5- Clarification on Bidding Documents:**

A prospective bidder (Lessor) requiring any clarification(s) in respect of the Bidding Document shall notify the Ariana Afghan Airlines (Lessee) in writing. Ariana Afghan Airlines (Lessee) will respond to any request for clarification in 2 days for the enquiries which receives earlier than (4) days prior to the deadline for the submission of bid.

#### **6- Amendment to bidding Document:**

At any time prior to the deadline for submission of bid, Ariana Afghan Airlines (Lessee) for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder (Lessor), may modify the tender document by issuing addendum(s).

#### **7- Extension of bids submission date**

At any time prior to the deadline for submission of bids, Ariana Afghan Airlines (Lessee) for any reason, whether at its own initiative or to provide prospective bidder (Lessor) s reasonable time, in which to take an addendum into account, at its discretion extend the deadline for submission of bids and will notify the bidder (Lessor) s (who expressed interest).

#### **8- Offers for Aircraft**

Bidder (Lessor) s may submit bids for any number of Aircraft, and award of contracts will be based on the lowest and technically responsive evaluated bid.

#### **9- Submission of bids**

Interested bidder (Lessor) s shall submit their electronic offers to quotation box, each offer should be clearly marked as bid for Procurement of Aircraft.

#### **10- Tender Procedures**

“Single stage One Envelope” tendering process shall be applied.

Each bid shall comprise one single envelope containing separately “Technical Bid” and “Financial Bid”, All bids received shall be opened and evaluate in the Manner prescribed in the bidding document.

#### **11- Technical Bid:**

Technical bid shall be prepared and submitted in accordance to annex (ii):

#### **12- Bidder (Lessor) Profile:**

Bidder (Lessor) s are requested to submit a detail of their company profile as per Annex (I).



### **13- Multiple Technical Information:**

If a bidder (Lessor) is offering multiple aircraft information, then detailed technical information for each aircraft shall be submitted (as per Annex (II)). In case the bidder (Lessor) wishes to include additional technical information, separate sheets may be added.

### **14- Form of Bid:**

Duly completed and signed by the bidder (Lessor) as per format provided in annex (III). No alteration is to be made in the form of bid except in filling up the blanks as directed.

### **15- Integrity pact:**

The bidder (Lessor) shall sign and stamp the Form of Integrity Pact provided at Annex (IV) which is a mandatory requirement of Ariana Afghan Airlines (Lessee). Failure to comply with this requirement shall result in automatic rejection of the bid.

### **16- Product / Spare Support Package:**

Additional Support Package (Training or any other credit available with the Manufacturer, spare Engine, etc.) if any, may be provided.

### **17- Financial Bid:**

The Financial bid shall be submitted in line with the requirements highlighted in the Bidding Document and as per Schedule of Prices in the format described in Annex (V)

### **18- Bid related details:**

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

#### **I) Currency of Bid:**

Bidder (Lessor) s are requested to quote their prices in US Dollars (US\$), however, if any bidder (Lessor) is interested to quote in a currency other than US\$, they can do so, in such a case the Ariana Afghan Airlines (Lessee) will convert such bids in a single currency (US\$) for the evaluation purpose, the conversion rate shall be as per the Afghanistan Central Bank published conversion rates on the date of bids closing date.

#### **II) Bid Validity:**

The bids shall be valid for a period of 90 calendar days from the date bids closing. The validity of bids would be extended for further period of 30 days, if needed, with the consent of the bidder (Lessor).

#### **III) Language of Bids:**

The bids and all correspondence and documents related to this bidding exchanged between the bidder (Lessor) and Ariana Afghan Airlines (Lessee) shall be written in English language. If a document is other than English language, then bidder (Lessor) s shall provide a translated copy of that document in English with their own costs.

#### **IV) Format and signing of bids:**

The bidder (Lessor) shall prepare and submit one set of bids and shall be duly signed by the Authorized Representative of the bidder (Lessor). (Letter of authorization which is duly signed by the company CEO/first-line in-charge shall be attached with bids).

#### **V) Sealing and Marking:**

Technical and financial bids shall be submitted separately in PDF files and it should be clearly marked as (Financial bid) and the second one (Technical bid).



Both PDF files (technical and financial) shall be submitted to Ariana Afghan Airlines (Lessee) through email at:

[quotation-box@flyariana.com](mailto:quotation-box@flyariana.com)

Sending the bids to different email addresses, Ariana Afghan Airlines (Lessee) shall not be considered.

#### 19- Deadline for Submission of bids:

Closing date: Refer to the cover page (First Page of SBD)

Bid closing time: Refer to the cover page (First Page of SBD)

#### 20- Late Bids:

Any bid received by Ariana Afghan Airlines (Lessee) after the bid submission deadline (Closing Date and Time), for any reason whatsoever, shall be rejected and will not be considered.

#### 21- Modification and withdrawal of bids:

The bidder (Lessor) may modify or withdraw its Bid after submission, provided that written notice of the modification or withdrawal is received by Ariana Afghan Airlines (Lessee) prior to the deadline prescribed for bid submission. No Bid may be modified or withdrawn in the interval between the deadline for submission of bids and the expiration of period of Bid Validity.

#### 22- Opening of Bids:

Bids will be opened by the assigned "bid opening committee" on the date and time indicted in clause 19 above.

#### 23- Bid read out:

The following details for each Bid shall be read out by bid opening committee during the bid.

#### Opening session.

- a) Email Sender/ Representative Name (Person)
- b) Job Title of email sender
- c) Tenderer/ Company Name
- d) License Number
- e) Company Address
- f) Contact Number
- g) Recording of sender Email ID
- h) Received Email Date/ Signature
- i) ARE the Quotations/ tender pages signed and stamped? (Yes/NO)
- j) IS the company License attached and Valid? (Yes/No)
- k) IS THE price table completely filled? (Yes/No)
- l) Are any supporting documents attached (Yes/No)?
- m) Unit price (if single item is requested)
- n) Total tender price
- o) Bids offered for Aircraft Type
- p) Letter of Authorization

#### 24- Preliminary examination of Bids:

Prior to the detailed evaluation of bids, Ariana Afghan Airlines (Lessee) will examine the bids to determine whether they are complete and generally in order:

- a) Ariana Afghan Airlines (Lessee) will examine the bids to determine whether:

- I) The Bid is complete and does not deviate from the scope.
  - II) Any computational errors have been made.
  - III) The documents have been properly signed.
  - IV) The Bid is valid till the required period.
  - V) The bidder (Lessor) is eligible to bid and possesses the required skills and experience in aircraft sells and management.
  - VI) The bid does not deviate from basic technical requirements and
  - VII) The bids are generally in order.
- b) A bid is likely not to be considered if it is materially and substantially different from the conditions / Specifications of the Bidding documents.

#### 25- Qualification:

In addition to the above, Ariana Afghan Airlines (Lessee) will ascertain to its satisfaction whether bidder (Lessor) s, whose bids meet the requirements of Bidding Documents, are qualified to satisfactorily perform the contract. This will consider:

- Bidder (Lessor) 's technical capabilities and past performance in aircraft sells.
- Documentary evidence submitted by the bidder (Lessor) (technical and financial information as per annex (ii) & (v))
- Whether Bidder (Lessor) is currently the owner, directly or indirectly, of the Aircraft being tendered.
- Other information as deemed necessary by Ariana Afghan Airlines (Lessee) .

#### 26- Deliberations with Bidder (Lessor) s:

- No bidder (Lessor) s shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
- Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.

#### 27- Correction in Bids:

In case any arithmetic error is found in the bid, it shall be rectified as follows:

- I) If there is a discrepancy between the unit price and total price or between subtotals and total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail and the total price shall be corrected.
- II) If there is a discrepancy between the words and figures the amount in words shall prevail.
- III) If the bidder (Lessor) does not accept the corrected amount of bid as determined above, the bid will be rejected.



### 28- Unsuccessful Bidder (Lessor) s:

Bidder (Lessor) s whose offers have been rejected on grounds of being substantially non- responsive or do not meet the substantial requirements will be informed accordingly.

### 29- Ranking of Bids:

The offered bids will be evaluated and scored “technically” and “financially” and the final ranking will be identified once the combined score is given to each bid.

### 30- Letter of acceptance:

The Letter of acceptance will be issued to the first ranked bidder (Lessor), however, the situation through which there is need to issue the letter of acceptance to the bidder (Lessor) other than the 1<sup>st</sup> ranked bidder (Lessor) , is stated in paragraph 2 of clause 30.

### 31- Ariana Afghan Airlines (Lessee) Right

Ariana Afghan Airlines (Lessee) reserves the right to reject all bids and to annul the bidding process at any time prior to award of contract, Ariana Afghan Airlines (Lessee) upon request from bidder (Lessor), who submitted a bid, shall communicate the grounds for rejection of its/all bids, but is not required to justify those grounds.

### 32- Signing of contract Agreement

The agreement between Ariana Afghan Airlines (Lessee) and the successful Bidder (Lessor) shall be signed by parities and executed within Thirty (30) days of the receipt of duly completed form of contract Agreement or Letter of Intent (LOI) and Inspection report of aircraft by Ariana Afghan Airlines (Lessee). The above time frames can be extended with mutual consent.

## Section B- General Conditions of Contract

Following terms and conditions shall be an integral part of the Aircraft Procurement Agreement to be signed between Ariana Afghan Airlines (Lessee) and the successful bidder (Lessor) (Bidder (Lessor) ) to whom the contract has been awarded.

### 1- Scope of Agreement:

The agreement shall be for the Procurement of Aircraft on terms and condition as explained in this **(Section B- General Conditions)** of contract and section **(C- Special condition)** of contract.

### 2- Governing Law:

Governing Law of the Agreement shall be agreed mutually between Ariana Afghan Airlines (Lessee) and the Bidder (Lessor) . However, it should not be in conflict with the laws of Afghanistan.

### 3- Disputes

Any dispute between the parties shall be resolved under international chamber of commerce- Amicable dispute resolution (ICC ADR) Rules, failing which the parties shall try to resolve these differences through ICC Arbitration which should not be in conflict with the laws of Afghanistan.



#### 4- Civil Aviation Authority Requirements

Bidder (Lessor) must comply with the requirement of Afghan Civil Aviation Authority (ACAA) , (ICAO) and FAA / EASA Prior to the delivery of Aircraft, Ariana Afghan Airlines (Lessee) shall ensure that all (CAA) requirements are followed in the operation of the Aircraft.

#### 5- Payment Terms

I) **Currency of Payment:**

**Throughout** the terms of contract, all the payments between the two parties shall be in US Dollars and wire transfer to the account of lessor.

II) **Invoice:**

Lessor shall send the monthly rental invoice at least ten days before the start of each rent period.

III) **ACMI lease Rental:**

Ariana Afghan Airlines shall pay the monthly flight hours for ACMI lease rental by the due date.

IV) **Advance Payment**

- (i) The lessor may request for an advance payment up to *20% of contracted amount*. The advance money is only provided to the Lessor equal to the bank guarantee submitted to Lessee.
- (ii) Lessee shall have the right to cancel the deal in the event of any Force Majeure event outside the control of the parties, Lessee will provide prompt notice thereof to the lessor and all monies paid in advance shall be refunded to the account of Lessee. Lessor and lessee shall have no further liability to each other.

#### 6- Taxes

Taxes: leasee shall be responsible for, and hereby agrees to pay, any and all ACMI, use, value added, excise, import or export, and property taxes assessed or levied by any taxing authority upon or as a result of the ACMI Aircraft hereunder (other than any income taxes imposed on Bidder (Lessor) ) or the ownership or operation of the Aircraft on or after the Closing date, but excluding the corporate or gains tax resulting for the proceeds obtained by Bidder (Lessor) due to this ACMI transaction. Taxes in bidder (Lessor) country of origin and operation, has to bore by bidder (Lessor) and Ariana Afghan Airlines will bear all Taxes at its origin of operation.

#### 7- Insurance

Ariana Afghan Airlines will not be responsible for aircraft insurance and, the lessor must have all insurance required valid documents, Insurance should include the following

- 1- Aircraft
- 2- Flight Crew
- 3- Passenger
- 4- Third party insurance
- 5- Baggage
- 6- Hull and war insurance
- 7- war insurance (If required)

#### 8- Integrity Pact

The Agreement shall contain a covenant and confirmation by the Bidder (Lessor) that it has not obtained and / or induced the procurement of the Aircraft through any corrupt business practices. The wording of this clause is given at Annex (IV).



## 9- Notices

All the notices during the Aircraft Procurement term to be exchanged between Ariana Afghan Airlines (Lessee) and the Bidder (Lessor) shall be in writing and sent by courier, fax or email.

## 10-Liability and Indemnities

- Ariana Afghan Airlines (Lessee), its officers, directors and employees (the “Lessee”) agrees to indemnify, defend and hold harmless the Bidder (Lessor) from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the Ariana Afghan Airlines (Lessee) may suffer or incur arising in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of the Bidder (Lessor).
- The Bidder (Lessor) agrees to indemnify, defend and hold harmless Ariana Afghan Airlines (Lessee) from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which Ariana Afghan Airlines (Lessee) may suffer or incur arising out of or in relation to the ACMI Contract or otherwise in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of Ariana Afghan Airlines (Lessee).
- Each Party shall take responsibility for any death of or injury to its own employees unless caused by the other Party’s negligence or willful misconduct.
- If either party becomes aware of a matter that might give rise to a claim per the above, the Party discovering such shall notify the other Party as quickly as possible, consult with the other party and offer reasonable assistance.
- The Bidder (Lessor) warrants that Aircraft, part of the Aircraft, including without limitation any Material, equipment, operation or software, will or does infringe any Intellectual Property right of any third party. The Bidder (Lessor) shall indemnify, defend and hold harmless Ariana Afghan Airlines (Lessee) against all Claims in any way asserted against Ariana Afghan Airlines (Lessee) to the extent the same is based on a claim that the ACMI of the Aircraft or anything else related to this Agreement constitutes an infringement of any Intellectual Property rights.
- In no event shall (Lessee) or (Lessor) or its subsidiaries or affiliates, have any liability for any indirect, incidental, special, consequential or punitive damages.
- The Aircraft Procurement Agreement shall have appropriate coverage to provide indemnity for Ariana Afghan Airlines (Lessee) and Bidder (Lessor) as per the normal aviation practice. Non-operational (tax, e.g.) indemnities are not available to any party other than the Bidder (Lessor).

### a- Force Majeure

Both parties shall agree to appropriate incidents to define Force Majeure and its implications on the performance of the Agreement by either party.

## Section C-Special Conditions of Contract

The details of Ariana Afghan Airlines (Lessee) requirements are given below. Aircraft Procurement Agreement between Ariana Afghan Airlines (Lessee) and Bidder (Lessor) will be based on the following Special Condition of the Agreement.

### 1- Number of Aircraft and Aircraft Procurement Term:

Refer clause 1 (scope of Bid).

### 2- Delivery Location:

The Location of delivery of aircraft is Kabul International Airport



### 3- Delivery:

The conditions are given in Annex (VII).

### 4- AD / SB Cost:

In case an Airworthiness Directives, Alert or Mandatory Service Bulletins applicable to the aircraft with compliance date falling within the agreed period, it will be done on cost of Bidder (Lessor).

## Section D- Evaluation of Bids

All bids must be evaluated according to the following evaluation criteria. The main element in the evaluation of the technical characteristics of the Aircraft is the Aircraft Technical Data. If the technical characteristics of the aircraft are determined in accordance with the criteria, the second element will be the price of the aircraft.

### 1- General Criteria: Criteria for Lease Aircraft Hajj 2022/1443

The lease aircraft for Hajj 2022 should meet the following criteria:

- 1- Seat Capacity from 250/S till 500/s(Wide body)Aircraft A330/A340/ B767-400/ B777/B747
- 2- Approximately Minimum Guarantee Hour (MGH) for both phase (see the charts)

NO	A/C TYP	SEAT	MGH
1	A330	300/s	900hrs
2	A340	340/s	800hrs
3	B767-400	300/s	900hrs
4	B777	310/s	850hrs
5	B747	500/s	500hrs

Note: The above A/C type MGH calculated based on seat capacity (if the seat capacity will be less or more than the MGH will be calculate in according to the seat configuration)

- 3- The operator/Lessor shall be able to provide at least ONE WEEK before start of first flight (not less than three days before)
- 4- Operator (Lessor) Should have Valid Air Operator Certificate
- 5- Operations Specification with the proposed aircraft being included in Op Spcs
- 6- Aircraft should have valid Certificate of Registration
- 7- Aircraft should have valid Certificate of Airworthiness
- 8- Aircraft should have valid Insurance Certificate
- 9- Aircraft should have valid Radio License
- 10- Aircraft should have valid Noise Certificate
- 11- Aircraft should have valid RVSM Compliance Document
- 12- Aircraft must be equipped with TCAS 7.1
- 13- RNP Compliance Document
- 14- Aircraft/Operator should meet General Authority of Civil Aviation of Saudi Arabia Foreign Operator Certification requirements and circulars.
- 15- Aircraft technical specifications shall be provided
- 16- Back Up A/C available within max 48 hours or as advised by Afghan Ministry.
- 17- Aircraft technical specifications provided
- 18- Aircraft should be completely airworthy and free of any major and heavy maintenance checks close the Hajj date or during the Hajj operations.
- 19- Approved LOPA (Seating Configuration Map)
- 20- No Objection letter from the CAA of Country of Registry for Lease operation
- 21- A/C should be capable of operation in high field elevation airports such as KBL/MZR/HEA and KDH airports
- 22- Winning Bidder would be required to fill and submit the following documents to Ariana for FOC a- application with GACA full compliance:





- b- SS&AT- FAOD-F-01- Letter of Compliance
- c- SS&AT- FAOD-F-02- Data sheet
- d- SS&AT- FAOD-F-03- History of Aircraft Registration
- e- Letter of Undertaking for Violations
- f- Maintenance Contract in KSA
- g- Fly Away Kit
- h- Compliance Statement for (Reinforced Cockpit door, CVR-FDR, ACAT/TCAS, Wind shear
- i- Warning System, EGPWS, TAWS, GNSS-preferred-ADSB OUT)
- j- all other instructions stated in GACAR Part 129-Operations and CAGA further instructions

23- Experience of haj pilgrims to JED and MED airport.

- 23- ACMI rate should be advised by bidder including periderms and mentioned on Bidding Forms (ref. **Annex VI**)
- 24- Minimum Monthly Guarantee Block Hours (MGH) should be confirmed by the bidder which is available on Bidding Forms (ref. **Annex VI**)
- 25- Type of Aircraft Should be clearly mentioned on Bidding Forms (ref. **Annex VI**)
- 26- LOPA- schematic should be attached to the offer.
- 27- ACMI Duration should be confirm by the bidder which is clearly mentioned in Bidding Forms (ref. **Annex VI**)
- 28- The bidder should accept providing of Advance Payment Bank Guarantee by submitting of signed and stamped letter (**Negotiable**).
- 29- Flight Cycle Ratio which is mentioned on Bidding form should be confirmed by the bidder (**Negotiable**).
- 1- The bidder should confirm the main Base for the crew which is Kabul (**Negotiable**).
- 2- The Aircraft should be on Regulatory Compliance with EASA or FAA.
- 3- update C of A of the Aircraft Should be attached with the offer.
- 4- The Bidder should Provide Technical Specification and General Aircraft Datasheet.
- 5- Positioning of the Aircraft to Kabul is (**as soon as possible**).
- 6- The Aircraft should be ready for flight.

## 2- Evaluation of Bids

- a) All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in this bidding documents.
- b) For the purpose of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding document. The rate of exchange shall be the selling rate, prevailing on the date opening of bids specified in the bidding documents.
- c) The bid for each Aircraft will be evaluated to determine the "Lowest Evaluated and Technically Responsive".

## 3- Inspection of Aircraft:

The Ariana Afghan Airlines (Lessee) technical team would carry out a desktop appraisal of the Aircraft BTB, its ownership and maintenance record. Bidder (Lessor) would have to arrange sufficient time to access to aircraft documents and its record for inspection during the period of bid validity.

If, in case the aircraft is not found suitable after the inspection, the bidder (Lessor) shall be given the opportunity to rectify the inspection observations within the particular period of time, If the bidder (Lessor) fails to rectify such observations, the bid will be rejected and subsequently the letter of acceptance shall also stand withdrawn.



For the successful completion of the bidding process, the Ariana Afghan Airlines (Lessee) shall initiate the process with next lowest evaluated offer and so on.

**ANNEX – (I)**

**Bidder Profile**

<b>Bidder (S) Should provide the following detail their company letter heads</b>			
<b>Name of the company</b>			
<b>Head Office address</b>			
<b>Local office address (If any)</b>			
<b>Contact / Focal Person</b> <b>Name:</b> <b>Designation:</b> <b>Telephone:</b> <b>Fax:</b> <b>Email:</b>			
<b>Type of the Company:</b>	<b>Public</b>	<b>Privet</b>	<b>Other</b>
<b>Company Ownership proof</b> (Derail of major shareholder of company)			
<b>Type and size of fleet:</b> (List of Aircraft with ownership rights should be attached)			
<b>List of Customer Airlines :</b> (List of current / previous aircraft should be attached herewith)			
<b>Financial Health:</b> (Provide Summary of Last Three years Annual Reports)			

**Signature:** .....

**Title** .....

**Name** .....

**Date** .....

**Company stamp**



## Annex (II)

### Integrity Pacts:

{Name of Leasor } hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefits from government of Afghanistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.

Without limiting the generality of the foregoing, {Name of Leasor } represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Afghanistan either directly or indirectly through any natural or juridical person, including its affiliate, representative, 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 object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from government of Afghanistan, except that which has been expressly declared pursuant hereto.

{Name of Leasor } 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 Afghanistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

{ Name of Leasor } 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 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 Afghanistan under any law, contract or other instrument, be voidable at the option of Government of Afghanistan.

Notwithstanding any rights and remedies exercised by Government of Afghanistan in this regard, (Name of Leasor ) agrees to indemnify Government of Afghanistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Afghanistan in an amount equivalent to ten time the sum of any commission, gratification bribe, Finder’s fee or kickback given by { Name of Leasor } as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Afghanistan.

Signature of the Leasor .....

{Name, Title and address)



Official Seal .....

## Annex- III

### Ariana Afghan Airlines Delivery Conditions:

#### I) Aircraft:

- a) The aircraft shall be clean, serviceable, free leaks and fresh out of the next sequential scheduled systems / zonal/ structural “C” Check (as per the latest revision of MPD Including all CSCP, aging aircraft and out-of-sequence inspections) and including all lesser level checks sufficient to clear the Aircraft for operation for the next “C” CHECK. The Aircraft shall be in compliance with all MPD Tasks due up to next sequential “C” CHECK.

#### II) Engines:

- a) All Engines LLPs shall have a sufficient remaining life such that they are not due before engine anticipated shop visit in accordance with the overhaul and maintenance manual of the Engine manufacturer. All Engine Life Limited Parts will be supported by certification documentation necessary to demonstrate full “back to birth” traceability. A maximum power assurance run will be carried out on each Engine following completion of the delivery check. Following the acceptance flight, a video recorded bore scope of all modules in each of the Engines will be carried out.
- b) Engines current Video borescope is mandatory.

#### III) Landing Gear:

- a) Each LLP within the Landing Gear shall have at least the same Number of cycles remaining to replacement as are remaining to overhaul of the Landing Gear.

#### IV) Auxiliary Power Unit (APU)

- a) The APU Shall be serviceable and operating with all air and temperature outputs in the normal range.
- b) Following the acceptance flight, a video recorded bore scope of the APU will be carried out.
- c) No life limited part of the APU shall become due before its next scheduled removal. All APU life limited parts will be supported by certification documentation necessary to demonstrate full “Back to Birth” traceability.

#### V) Components:

- a) All Parts fitted to the Aircraft that are controlled by both part number and serial number shall have EASA form One or FAA 8130-3 certification and in respect of Life Limited Parts, traceability back to birth, and including, original manufacturer certification. Leasor shall provide and substantiate TSN / CSN and TSO / CSO date for all time controlled and Life Limited parts if changed since delivery of Aircraft. All other “hard time” components shall have a remaining life such that their overhaul, shop visit, inspection or replacement as per MPD



is not due till next Check “C”. If component has overhaul, shop visit, inspection or replacement interval less than next due check “C” then the component shall be fresh from overhaul, shop visit, inspection or replacement. All components that are “on condition” or “conditioned Monitored” shall be in serviceable condition. List of parts fitted to the Aircraft is mandatory and should submit to Ariana Afghan Airlines during delivery of the Aircraft.

#### VI) Configuration and Interior:

- a) The interior configuration will accommodate on the Aircraft Economy LOPA with soft dividers.
- b) The galley floor coverings, carpets, seat covers seat bottom cushions shall be clean and in good condition.
- c) Audio system shall be demonstrated to be fully functional.
- d) Galley equipment (Coffee makers, ovens, hot cups, etc.) shall be functionally checked and working in accordance with manufacturers specifications.
- e) Overhead bins, ceiling and side wall panels shall be clean, serviceable and in good condition.
- f) Seats, galleys and lavatories shall be clean, serviceable and in good working condition.

#### VII) Cargo Compartment:

- a) Cargo linings shall be free of holes, dents, gouges, cargo nets will be in good condition with no tears or frayed areas.

#### VIII) Certification and export:

- a) The Aircraft shall be in full compliance with applicable Type certificate Data sheets,
- b) Delivered with a standard Certificate of Airworthiness or an Export Certificate of Airworthiness issued by the FAA
- c) In such condition as to be immediately eligible for issuance of a Standard Certificate of airworthiness from the country of manufacture; and
- d) Equipped for commercial passenger operations under EASA OPS-I

#### IX) Airworthiness Directives:

- a) Each AD issued by the country of manufacturer and effective on or prior to delivery shall have at least 180 days (with respect to AD Specified calendar limit), 2500 Flight Hours (with respect to AD Specified flight hours limit) and 1000 cycles (with respect to AD Specified cycles limit) remaining to next required compliance and shall have complied with on a terminating action basis if such option is available.
- b) Any such AD having a limit less than the above stated limits shall have been freshly accomplished.



#### X) Repairs:

- a) There will be no temporary, time limited or interim repairs on the aircraft.
- b) Any external doubler repairs on the aircraft shall be noted in the Certificate of Acceptance.

#### XI) Acceptance Flight:

- a) Delivery will be subject to satisfactory completion of an acceptance flight based on the manufacturer's acceptance flight profile for new/used Aircraft.
- b) The duration of such flight shall be no more than two (2) flight hours. Buyer's representatives shall be entitled to observe.

#### XII) Records:

Records shall conform to Country of Registration Authority standard in form and content.



## Annex (IV)

### Manuals and Documents:

The following documents/ records / manuals are to be provided at the time of inspection of the aircraft / before the delivery of the aircraft in excel format.

#### Engineering:

- Approved Maintenance Program
- Aircraft AD/SB Status
- ETOPS Manual
- CPCP or applicable corrosion program compliance
- Structural Repair approvals record
- Dent / damage repair chart
- List of fly away equipment
- **Engine Record:**
  - a) Last Test cell run reports
  - b) LLPs status and traceability
  - c) ADs compliance report (engine, APU & Aircraft)
  - d) Engine mod/SB/Insp. Report and applicable forms
  - e) Last heavy maintenance records for Engine modules.
  - f) Engine removal history.
  - g) Past year trend monitoring reports
  - h) Historical BSI Reports
  - i) Engine logbooks, Aircraft & APU logbooks
  - j) Component readiness (HT+OC Items)
  - k) Aircraft Inspection Readiness (last done next due)
  - l) Engine and Landing Gear LLP list with BTB (Back To Birth)
  - m) Technical Log, Cabin & Flight logbooks

#### Flight Services:

- One Flight attendant Manual by Manufacture per Aircraft is required.

#### Airport Services

- One Ramp handling Manual per Aircraft is required.



### Revision service:

All the required Engineering manuals/ documents shall be updated with the latest revisions at the time of aircraft induction.

### Flight Operations Documents requirement:

Following Flight Operations Publications are required in the hard copy as mentioned below before the delivery of the Aircraft:

No.	Publication
1	Airplane Flight Manual
2	Flight Crew Operations Manual
3	Weight and Balance Manual
4	Master Minimum Equipment List / CDL
5	Dispatch Deviation Guide
6	Airport Planning Document
7	Equipment List
8	Test Flight Document
9	Flight Crew Training Manual
10	Fuel Measuring Sticks Manual
11	Cockpit Layout Panels
12	Performance Engineering Manual
13	Loading Schedule substantiation Document / Software
14	Performance Software program including Airport Analysis and in-flight performance
15	Payload Analysis
16	Result of the last weighing
17	AHM Sheets for preparation of manual load sheet
18	Dispatch deviation guide
19	Baggage Cargo loading manual
20	Live Animal Transportation manual
21	Airplane Characteristics for Airport Planning
22	Detailed Specifications





## ANNEX (V)

### Aircraft Desktop appraisal and visual inspection Check List:

Description	Required Information	Remark
<b>The Bidder must confirm the availability and non-availability of the documents and items mentioned in the table with the word of (YES) and (No)</b>		
Description	Required Information	Remark
<b>General Information</b>		
Aircraft Model		
Aircraft Manufacture Date		
Manufacture Serial No.		
Registration No.		
A/C TSN		
A/C CSN		
Max. Take Off Weight		
Max. Zero Fuel Weight		
Max. Taxi Weight		
Max. Landing Weight		
Average Fuel Consumption Per Hour		
Fuel Tank Capacity		
Cargo Capacity		
Seat Capacity		
<b>Original Delivery Documents From Manufacturer</b>		
Aircraft Readiness Log (Delivery Documents)		
Miscellaneous Component Brochures		
FAA/EASA AD status		
FAA Standard Certificate of Airworthiness		
Landing Gear LLP Brochure		
Certificate of Export From Company		
Equipment list		
<b>Aircraft Manuals/Books</b>		
Weight & Balance Manual (WBM) ,Rev. & Date		
Aircraft Flight Manual (AFM) ,Rev. & Date		
Operations Manual (FCOM Vol. 1 & 2) ,Rev. & Date		
Quick Reference Hand Book (QRH) ,Rev. & Date		
Runway Analysis Charts ,Rev. & Date		
Cockpit Normal Check List ,Rev. & Date		
Master Minimum Equipment List (MMEL) ,Rev. & Date		
Minimum Equipment List (MEL), Rev. & Date		
Dispatch Deviation Guide (DDG), Rev. & Date		
Standard Operating Procedure (SOP) If Available		
Aircraft Illustrated Parts Catalog (AIPC), Rev. & Date		
Aircraft Maintenance Manual (AMM), Rev. & Date		
Aircraft Standard Wiring Practices Manual (ASWPM)		
Aircraft Wiring Diagram Manual (AWDM), Rev. & Date		
Aircraft Structural Repair Manual (ASRM), Rev. & Date		



Supplemental Structural Inspection Document (SSID)		
Aircraft System Schematics Manual (ASSM), Rev. & Date		
Aircraft Maintenance Planning Document (AMPD), Rev. & Date		
Aircraft Maintenance Program (AMP), Rev. & Date		
Aircraft Manufacturer Maintenance Task Cards and Indexes		
Power Plant Buildup Manual (Applicable in Boeing Fleet)		
Interior Finish Specification Manual (IFSM) If Available		
Detailed Specification / Technical Description Document		
Electrical Load Analysis Manual (ELAM), , Rev. & Date		
Component Maint. Manuals for Galleys, Seats, Slides...etc		
<b>Statements, Approval, Equipment List</b>		
List of Installed Avionics Equipment including PN & SN		
RVSM Approval (Last Monitoring Date)		
Basic RNAV/Precision RNAV (Conformity Statement)		
TCAS 7.1 Changes (Conformity Statement)		
Mode S EHS/ELS compliance (Conformity Statement)		
GNSS compliance (Conformity Statement)		
GPS (Conformity Statement)		
EGPWS, Reinforced Cockpit Door, Solid Digital Flight Data Recorder (SDFDR). Cockpit Voice Recorder (CVR), (Conformity Statement)		
ADS-B-OUT (Conformity Statement)		
Cockpit Door Camera Modification (Conformity Statement)		
Fluid & Oil used statement		
Accident or Incident statement		
<b>Certificates Previous Operator</b>		
AOC + OPS Specifications		
Type Certificate Data Sheet		
Certificate of Registration		
Certificate of Airworthiness		
Radio License Certificate		
Noise Certificate		
Insurance Certificate		
Burn Certificate		
Export C of A (from country of last origin)		
Aircraft Deregistration Certificate		
Bill of Sale (If Available)		
<b>Certificates Current Operator</b>		
AOC + OPS Specifications		
Certificate of Registration		
Certificate of Airworthiness		
Radio License Certificate		
Noise Certificate		
Insurance Certificate		



Burn Certificate		
A, B, C & D Check CRS		
Dent & Buckle chart		
<b>Landing Gear RH MLG</b>		
PN / SN		
TSN		
CSN:		
TBO:		
Last Overhaul Date and Cycle		
Next Overhaul Date and Cycle		
Landing gear LLP		
Last Overhaul Mini Pack		
Back To Birth History		
Accident and/or Incident Statement		
<b>Landing Gear LH MLG</b>		
PN / SN		
TSN		
CSN:		
TBO:		
Last Overhaul Date and Cycle		
Next Overhaul Date and Cycle		
Landing gear LLP		
Last Overhaul Mini Pack		
Back To Birth History		
Accident and/or Incident Statement		
<b>Landing Gear NLG</b>		
PN / SN		
TSN		
CSN:		
TBO:		
Last Overhaul Date and Cycle		
Next Overhaul Date and Cycle		
Landing gear LLP		
Last Overhaul Mini Pack		
Back To Birth History		
Accident and/or Incident Statement		
<b>Airplane Records</b>		
A, B, C & D Check Status (Last & Next Accomplishment)		
AD (back to birth) Records		
SB (back to birth) Records		
CPCP Records		
SSID program (If applicable)		
Aircraft Last Weight Check Report		



Hard Time Components Records Including Certificate		
Oxygen generators Status (Life and Last replacement Date)		
Emergency Equipment Cabin lay out		
Loose equipment list		
Aircraft Inventory List		
List of installed OC & CM Components with Certificate		
All STCs (List of Applied STC and Its EOs)		
Number of ELT installed, Coded to Current Operator and Next Battery Replacement Date.		
Last ATC Transponders Date		
Swing Compass Inspection (Last and Next Inspection Date)		
Last Altimeters Check Date		
Last SDFDR and CVT Read Out		
List of Maintenance Checks Accomplished		
List of all EO's issued against the A/C.		
List of All modification		
MPD Task Records		
Seating Configuration (Approved LOPA)		
Last Test Flight Report (If Applicable)		
Aircraft Log book (At Least Records of 3 Years)		
Flight logs		
Deferred Defects Item List		
Dent & Buckle Chart		
FAA form 337 or equivalent for airframe, repair / Overhaul, Certification or last major visit		
Aircraft Historical Documents Availability (BTB)		
<b>Engine # 1 Records</b>		
Engine Type:		
Engine TSN:		
Engine CSN:		
Engine Thrust		
Fist Limiter		
Cycle Remaining		
Engine Last Shop Visit Mini Pack		
Engine Installed QEC Parts including PN, SN and Status		
Engine Test Cell Performance Run		
Engine Video Borescope Report (Current)		
Current LLP Sheet		
Back to Birth Records (Traceability)		
Engine Maintenance Program		
Engine Trend Monitoring (Last Six-Month Report)		
FAA form 337 or equivalent for engine / APU major component, repair/overhaul, certification of last shop visit		
Accident and/or Incident Statement		
<b>Engine # 2 Records</b>		



Engine Type:		
Engine TSN:		
Engine CSN:		
Engine Thrust		
Fist Limiter		
Cycle Remaining		
Engine Last Shop Visit Mini Pack		
Engine Installed QEC Parts including PN, SN and Status		
Engine Test Cell Performance Run		
Engine Video Bore Scope Report (Current)		
Current LLP Sheet		
Back to Birth Records (Traceability)		
Engine Maintenance Program		
Engine Trend Monitoring (Last Six-Month Report)		
FAA form 337 or equivalent for engine / APU major component, repair/overhaul, certification of last shop visit		
Accident and/or Incident Statement		
<b>APU Records</b>		
APU Type		
APU TSN		
APU CSN		
APU Last Shop Visit Mini Pack		
APU LLP Status		

Technical Check List and Certificates	YES	NO	Comment
Has Valid AOC?			If the answer is yes please provide copy
If yes please provide copy of AOC			
Has Valid Certificate of Registration/			
Has Valid Certificate of Airworthiness /			
Has Valid Certificate of Insurance/			
Has Valid Radio License/			
Has Valid Noise Certificate/			
Aircraft Equipped with 7.1 TCAS/			
Aircraft Equipped with GNSS/GPS/			
Airline Must have IATA Registration Code/			
Aircraft must not be due for any heavy or major checks/			
Provide Technical Specification and General Aircraft Datasheet			

In addition, soft copy of all the documents will be needed prior to the induction of aircraft into Ariana Afghan Airlines fleet and to be ready in all respect for start of operation.

**Revision Service:**



All the required Flight operations manuals / documents shall be updated with the latest revisions at the time of aircraft induction.

## Annex VI

### Bidding Forms:

#### 1- Letter of Bid and Aircraft Data Sheet:

- **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued;
- **Eligibility:** We meet the eligibility requirements and have no conflict of interest. We and any of our subcontractors:
- have not been subject to disqualification by the Bank for non-compliance with obligations.
- **Conformity:** We offer and want to sell the Aircraft with the following technical data which is in conformity with the criteria set in the bidding.
- Bid Price: The total price of our Bid, excluding any discounts offered in the table below:
- **Technical Data of the Aircraft & Pricing:**

Ariana Need					Bidder Responsibility				
Type of Aircraft	UOM	Seat Configuration	Total MGH for Haj period	Monthly MGH for schedule flights	MSN	Flight Hours price for haj Period	Total Flight Hours price for haj Period	Flight Hours price for schedule flights	Total Flight Hours price for schedule flights
A330	1 UNIT	300/s	900hrs	200hrs					
A340	1 UNIT	340/s	800hrs	200hrs					
B767-400	1 UNIT	300/s	900hrs	200hrs					
B777	1 UNIT	310/s	850hrs	200hrs					
B747	1 UNIT	500/s	500hrs	200hrs					

**Caution: Please fulfill properly the above-mentioned Table area which marked by yellow color and kindly request you to do not modify the table.**

- **Discounts:** The discounts offered and the methodology for their application are:
  - A) The discounts offered are: *[Specify in detail each discount offered.]*
  - B) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- **Bid Validity Period:** Our Bid shall be valid for 60 days from *[insert day, month and year]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - A) **Advance Payment Bank Guarantee:** If our Bid is accepted, and decided to ask you the advance payment, we commit to submit Advance Payment Bank Guarantee equal to the requested advance payment amount from an international bank.
  - B) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of RFQ.



**Suspension and Debarment:**

- We, along with any of our subcontractors, suppliers, consultants, Systems manufacturers, for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed.
- **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included LOI, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive.
- **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder:** *[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*[insert complete name of person duly authorized to sign the Bid]*

Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing] day of [insert month], [insert year]*