Islamic Republic of Afghanistan

Bakhtar Afghan Airlines

STANDARD BIDDING DOCUMENTS

(SBD)

For procurement of Cloud Based Technology for Airline Departments Managements services

(Single stage One Envelope procedure)

Document Name	Bidding Documents (SBD)
Description	**Cloud Based Technology for Airline Departments Managements services**
Reference Number	SBD 003-598
Announcement Date	31-Mar-2021
Pre-bid Meeting	Will schedule Upon request of the Bidder (Service Provider)
Bid submission date	13-Apr-2021up to Closing Date
Closing Date & time	17-Apr-2021

Cloud Based Technology for Airline Departments Managements services

Contents

Preamble

This document is divided into four sections.

- The first section gloves 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 Adopter.
- The second section contains general terms which shall be from the basis of the System Procurement agreement between Adopter and the successful bidder (Service Provider).
- The third section covers the details of Adopter requirements in terms of the **Cloud Technology Based Airline Management Department Services**.
- The fourth section provides the interested bidder (Service Provider)s with an overview of Adopter evaluation process to maintain complete transparency and criteria to determine the best suited offer.
- The annexure contained thereafter are the standardized formats on which Adopter expect to receive the actual offers from the interested bides.

Section A- Instruction to Bidder

1- Scope of Bid

Adopter, hereinafter referred to as (Adopter), invites interested parties hereinafter referred to as (service providers) to participate in an online tender for the procurement of online cloud-based aviation software. Qualified bidders are requested to review the bidding documents and submit their bids before the closing date to the following email address.

2- Definitions – Interpretations

*"**Adopter**": the organization or natural person using the Services;*

*"**Adopter Data**": means any and all data, information and content which are i) uploaded, stored or installed by the Adopter onto the System or ii) created, realized or developed by the Adopter while using the Services, including, without limitations, data, information, software, data-base, documents, pictures, images, photographs, text, files, music, video;*

*"**Confidential Information**": means any and all information or data, in whatever form or storage medium, whether tangible or intangible, and whether disclosed directly or indirectly before or after the Agreement by or on behalf of the disclosing Party (hereinafter, "Disclosing Party") to the receiving Party (hereinafter, "Receiving Party") in writing, orally, through visual means, or by the Receiving Party's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or at any time after the Effective Date of the Agreement, owned or controlled by the Disclosing Party. Confidential Information shall include i) the Adopter Data; ii) the Charge due for the Services and any applied discount, and, iii) the trade secrets, discoveries, know how, designs, specifications, drawings, present or future products or services and markets, inventions, prototypes, algorithms, software of any kind or nature, object or machine codes, source codes, computer models and applications, developments, processes, formulae, technology, engineering, architectures, hardware configuration information, diagrams, data, computer programs, business activities and operations, customer lists, reports, studies and other technical and business information, and any other information which, by its nature, would reasonably be considered to be of a confidential nature either intrinsically or due to the context and circumstances in which it was disclosed, including, for the avoidance of doubt, information concerning the Parties' clients, which is of a confidential nature; iv) all the information under points iii) concerning or related to the Group of the Disclosing Party;*

*"**Controller**" or "**Data Controller**": means the natural or legal person, public authority, organization, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data*

*"**Data Protection Laws and Regulations**": means all applicable laws and regulations of the European Union (including the European Commission Data Protection Directive 95/46/EC[4], as amended or replaced from time to time), the European Economic Area and/or the relevant implementing law of any such member state (in particular the data protection legislation of the country where the Adopter is established to conducts the business to which the Services are related) and with respect to any other country, any applicable data protection or data privacy legislation;*

*"**Data Subject**": means an identified or identifiable person to whom the Personal Data relate;*

*"**Documentation**": means all and any user guides and operating or other similar manuals and/or documentation, provided in hard copy or soft copy, necessary to enable the Adopter to make full and proper use of the System or the Service;*

"Group": in relation to each Party, means that Party, its subsidiaries, its holding companies and every subsidiary of each such holding company from time to time;

"Party": means the Adopter or the Provider

"Personal Data": means any information relating to an identified or identifiable natural person (as defined under Directive 95/46/EC[5], as replaced from time to time, also known as Personal Identifiable Information under other legislations). This includes information that can be linked, directly or indirectly, to a natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or using all means which can reasonably be used by the Data Controller or a Third Party to identify a natural person (e.g. one or more factors specific to his physical, physiological, mental, economic, cultural or social identity);

"Processing of Personal Data": means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

"Processor" or "Data Processor": means the natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller and according to its written instructions;

"Provider": means the organization providing the Service;

"Provider Content": means any and all content made available by the Provider to the Adopter onto the System, including, without limitations, data, information, software, data-base, documents, pictures, images, photographs, text, files, music, video;

"Subcontractor": means any Third Party appointed by the Provider to perform some activities of the Services.

"System": means the electronic information systems comprising any one or more of hardware, equipment, software, peripherals and communications networks owned, controlled, operated and/or used by the Provider to supply the Services;

"Third Party": means any company, natural person, body or organization different from the Provider, the Adopter and the relevant Group;

"Third Party Content": means any and all content owned by a Third Party made available or provided by the Provider to the Adopter onto the System including, without limitations, data, information, software (including open-source software), data-base, documents, pictures, images, photographs, text, files, music, video;

"Users": means those employees, agents, subcontractors, consultants (including professional advisers) of the Adopter or other Third Parties authorized by the Adopter who are entitled to use the Service;

ISO 27001: a requirement of ISO 27001 is to provide an adequate level of resource into the establishment, implementation, maintenance and continual improvement of the information security management system.

3- Parties qualified to apply

Bids are considered only by the owners / distributor and agent of company who have the legal right to sign the agreement and are collectively referred to as the Bidder (Service Provider) OR contractor. Adopter as per its own policy will not pay any kind of commissions to owners / distributor /agent, intermediaries, brokers and others.

4- Cost of bidding

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

5- Bidding documents

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

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

6- Clarification on Bidding Documents:

A prospective bidder (Service Provider) requiring any clarification(s) in respect of the Bidding document shall notify the adopter in writing. Adopter 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.

7- Amendment to bidding Document:

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

8- Extension of bids submission date

At any time prior to the deadline for submission of bids, Adopter for any reason, whether at its own initiative or to provide prospective bidder (Service Provider) 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 (Service Provider) s (who expressed interest).

9- Offers for System

Bidder (Service Provider) s may submit bids for any kind of (Cloud Technology Based Airline Management Department Services), but award of the contracts will be based on the lowest bid and technically responsive evaluated bid, based on requirement mentioned in (technical criteria schedule of services and price quotation).

10- Submission of bids

Interested bidder (Service Provider)s shall submit their electronic offers to bidding-box@flyariana.com email address, each offer should be clearly marked as bid for Procurement (Cloud Technology Based Airline Management Department Services).

11- Tender Procedures

"Single stage One Envelope" tendering process shall be applied. All bids received shall be opened and evaluate in the Manner prescribed in the bidding document.

12- Bidder (Service Provider) Profile:

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

13- Form of Bid:

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

14- Integrity pact:

The bidder (Service Provider) shall sign and stamp the Form of Integrity Pact provided at Annex (III) which is a mandatory requirement of Adopter. Failure to comply with this requirement shall result in automatic rejection of the bid.

15- Product / Spare Support Package:

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

16- Bid related details:

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

17- Currency of Bid:

Bidder (Service Provider)s are requested to quote their prices in US Dollars (US$), however, if any bidder (Service Provider) is interested to quote in a currency other than US$, they can do so, in such a case the Adopter 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.

18- Bid Validity:

The bids shall be valid for a period of 60 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 (Service Provider).

19- Language of Bids:

The bids and all correspondence and documents related to this bidding exchanged between the bidder (Service Provider) and Adopter shall be written in English language. If a document is other than English language, then bidder (Service Provider)s shall provide a translated copy of that document in English with their own costs.
: In case of discrepancy between the English language original text of the Agreement and other language translation, the English text shall prevail.

20- Format and signing of bids:

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

21- Sealing and Marking:

Bids shall be submitted in PDF files and it should be clearly marked as Bid for **SBD-003-598**. In case file size for supporting document increase then it shall be submitted to Adopter through separate email at: bidding-box@flyariana.com by proper marking as Email 1, Email 2 etc. Sending the bids to different email addresses, Adopter shall not be considered.

Deadline for Submission of bids:

Closing date: 17-Apr-2021
Bid closing time: 09:00AM (Kabul time)

22- Late Bids:

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

23- Modification and withdrawal of bids:

The bidder (Service Provider) may modify or withdraw its Bid after submission, provided that written notice of the modification or withdrawal is received by Adopter 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.

24-   Opening of Bids:

Bids will be opened by the assigned "bid opening committee" on the date and time indicted in clause 21.

25- Bid read out:

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

26- 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 service type
   p) Letter of Authorization

27- Preliminary examination of Bids:

Prior to the detailed evaluation of bids, Adopter will examine the bids to determine whether they are complete and generally in order:
   a) Adopter will examine the bids to determine whether:
      I)   The Bid is complete and dose 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 (Service Provider) is eligible to bid and possesses the required skills and experience in system Sale and management.
      VI)   The bid dose 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.

28- Qualification:

In addition to the above, Adopter will ascertain to its satisfaction whether bidder (Service Provider)s, whose bids meet the requirements of Bidding Documents, are qualified to satisfactorily perform the contract. This will consider:

- Bidder (Service Provider)'s technical capabilities and past performance in system service.
- Whether Bidder (Service Provider) is currently the owner, directly or indirectly, of the system being tendered.
- Certifications & Standards (**ISO 27001** or equivalent).
- Technologies & Service Roadmap, Reliability & Performance.
- **Data Security, data Governance, data recovery and risk management procedure/plan to be submitted along with standard bidding document.**
- Service dependencies & partnerships
- Contracts, Commercials & SLAs need to be submitted after issuance of award letter.

29- Deliberations with Bidder (Service Provider)s:

- No bidder (Service Provider) 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.

30- 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 (Service Provider)s does not accept the corrected amount of bid as determined above, the bid will be rejected.

31- Online demo session (Cloud Technology Based Airline Management Department Services):

The Adopter evaluation team will review the system in the test portal offering the lowest bid. The bidder (service provider) is obliged to arrange sufficient time and online demo session of the system and its records for inspection during the validity of the bid. After review if the system on the demo session is not confirmed by the evaluation team review and the result is unsuccessful, the offer will be rejected. To successfully complete the bidding process, Adopter must begin the process with the lowest bid evaluation, and so on.

32- Unsuccessful Bidder (Service Provider)s:

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

33- Ranking of Bids:

The offered bids will be evaluated based on requirement mentioned in (Technical Criteria, Schedule of Price, and Price Quotation of this Bid) and price-based selection.

34- **Award Letter:**

The award letter will be issued to the first ranked bidder whose price is lowest and fulfilling/covering all requirements mentioned in Technical Criteria, Schedule of Price, and Price Quotation of this Bid.

35- Adopter Right

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

36- Signing of Contract Agreement:

The agreement between Adopter and the successful Bidder (Service Provider) shall be signed by parities and executed within Thirty (30) days of the receipt of duly completed form of contract Agreement. 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 **Cloud based technology airline management departments services** procurement agreement to be signed between Adopter and the successful bidder (Service Provider) to whom the contract has been awarded.

1- Scope of Agreement:

The agreement shall be for the procurement of **Cloud based Technology Airline management departments services** on terms and condition as explained in this (**Section B- General Conditions)** of contract and section (**C- Special condition)** of contract.

2- Definitions – Interpretations
The same definition which reflected on this SBD will be added in the contract with same meaning and condition.

3- Provision of services and Service levels
Detail of services are mentioned below in **technical criteria, schedule of services and priced quotation of this SBD.**

4- Variation of the services
    4-1- Without prejudice of following Section 4.2, the Provider shall be entitled to change the Services during the Term unless such changes determine, directly or indirectly, a reduction of the functionalities or characteristics of the Services as originally provided at the Effective Date. Save for the changes under Section 4.2 of the Cloud Service Agreement, any change to the Services determining, directly or indirectly, a reduction of the functionalities or characteristics of the Services must be agreed in writing by the Parties.
    4-2- The Provider shall be entitled at any time to improve or update the Services in case of: i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Services; and/or ii) to cure security vulnerabilities of the System; and/or ii) the application of any new laws, regulations acts or orders of the authorities. In case the changes under this Section 4.2 determine, directly or

indirectly, a reduction of the functionalities or characteristics of the Services as originally provided at the Effective Date, the Parties shall agree a fair and proportionate reduction of the due Charges or contract for services will be terminated.

4-3-   The Adopter shall have the right to request a change to the Service by notifying to the Provider the requested change ("Change Request"). The Provider shall respond to the Change Request within [2 (two)] working days or such period as agreed between the Parties by submitting a written response outlining the reasons for non-acceptance or agreeing to the Change Request by a specified time together with any terms of acceptance, including a quotation for implementation of the Change Request and any potential impact on the Charges, the performance and use of the Services and on the Service Levels. Where the Provider's response requires greater understanding and discussion of the Change Request both Parties agree to deal with the matter in an expeditious and timely manner].

4-4-   Changes to the Services under above Section 4.3 shall only have validity where the authorized representatives of both Parties have agreed and signed a change order (hereinafter, "Change Order"). Following the signature by both Parties of a Change Order, this Cloud based Technology Airline management departments services shall be amended to include the Services and any other terms as amended by the Change Order].

5- Obligations of the Adopter

5.1 The Adopter shall take all reasonable steps to ensure all the Users observe and fully comply with the terms of the internal company IT Policy when using the Services.

5.2 If any User breaches any of the terms and conditions of the standard practice, the Provider shall have the right to suspend the User's access to Service such upon [two (2)] Working Days prior notice and to ask the User and/or the Adopter to remedy the breach within a reasonable timeframe. The Provider shall inform the Adopter of the above Users' breach as soon as it becomes aware of it. If the Users and/or the Adopter fail to remedy said breach within the applicable timeframe, the Provider shall have the right to (i) remove the Adopter Data infringing the standard practices; and/or ii) immediately terminate the User's access to the Services without having to file a claim with the competent Court to that effect.

5.3 If the Provider has reasonable evidence of i) possible serious risks to the System or Services provoked by the Adopter Data, or ii) fraudulent or illegal activities of the Adopter, the Provider is entitled to a) immediately suspend or terminate the accesses of the Users involved and b) to remove the relevant Adopter Data. If the circumstances in points a) and b) are proven to be false, the Adopter shall be indemnified for the damages suffered for the immediate suspension of the Services.

5.4 The Adopter shall co-operate with the Provider to such extent as is reasonably practicable and necessary to enable the Provider to provide the Services.

6- Charges

6.1 As consideration for the Services, and all connected performance and obligations of the Provider under this Cloud Service Agreement, the Adopter shall pay the Provider the Charges as reflected in upcoming contract with service providers.

6.2 The Adopter shall pay all undisputed invoices issued by the Provider in accordance with the requirements and the terms and conditions provided under signed agreement.

7- Service credits

7.1- If at any time the Provider fails to meet any Service Level Objectives, the Provider shall pay the Adopter the appropriate Service Credits in accordance with the following Sections 7.2 and 7.3.

7-2-The amount of any Service Credits payable under above Section 7.1, will be calculated based on terms which will be reflected in upcoming contract with service provider. Service Credits may be recovered by the Adopter as a credit against the next invoice which may subsequently be due for issue under this Agreement in accordance with above Section 6 or, if no such invoice is due, as a debt due by the Provider and payable within 30 (thirty) days after demand.

7-3- The payment of the Service Credits under the above Section 7.1 states Provider's sole and entire obligation and liability, and Adopter's sole and exclusive right and remedy for any failure to meet the Service Levels under this Agreement.

7.3 The payment of the Service Credits under the above Section 7.1 shall not limit the Adopter's right to claim compensation for any further damage and any other rights and remedies for the Provider's failure to meet any Service Level in accordance with the terms and mutually agreed conditions of upcoming contract with service provider.

8- Intellectual property

8.1 The Parties acknowledge that all Intellectual Property Rights belonging to a Party prior to the execution of this Agreement or created by the Parties regardless of the execution of this Agreement shall remain vested in that Party.

8.2 The Provider shall own, or shall have the legitimate right of disposal, in all Intellectual Property Rights in the Service, the Provider Content, the System and the Documentation and nothing in this Agreement shall operate so as to transfer or assign any such Intellectual Property Rights the Service, Provider Content, the System and the Documentation to the Adopter. The Provider hereby grants to the Adopter a non-exclusive, worldwide, royalty free, non-transferable and non-sub licensable license to allow the Adopter to access the System and use the Provider Content as well as any Provider's software which could be required to use the Services for the Term of this Agreement.

8.3 The Adopter shall own all Intellectual Property Rights in regards to Adopter Data and nothing in this Agreement shall operate so as to transfer or assign any such Intellectual Property Rights in such Content to the Provider, save for the following Section 8.4.

8.4 The Adopter hereby grants the Provider with a non-exclusive, worldwide, royalty free, non-transferable and non-sub licensable license to use the Adopter Data solely and to the extent

necessary to provide the Services, to the extent such access is required,
without prejudice to the Intellectual Property Rights of the Adopter or any Third Party with respect to such Content.

8.5 In case the Provider installs on its System Third Party Content upon request of the Adopter, the Provider warrants and represents to own valid licenses on such Third-Party Content and that it shall maintain the same licenses in full force for the all Term save otherwise agreed with the Adopter.

8.6 All Intellectual Property Rights related to Third Party Content installed on the System and used by the Adopter shall remain vested in such Third Party. The Adopter shall not be licensed or transferred with any right on such Third-Party Content unless agreed by the Adopter with such Third Party.

8.7 The Adopter may upload in the System Third Party Content only upon prior authorization of such Third Party.

9- Term and Termination

9.1 The Agreement shall commence on the mutually D a t e and shall continue in force for 1 years and will be extended for another 1 year based on adopter evaluation committee positive report. This evaluation process will continue for 3 years thereafter if evaluation committee report found positive then it will renew automatically for another 2 years or until it is terminated in accordance with the Agreement.

9.2 Without prejudice to its other rights pursuant to law and this Agreement, if a Party is in material breach of one of its obligations under this Agreement, the other Party will have the right to terminate the Agreement by sending the other Party written notification via registered mail of any such breach, with the express invitation to remedy such breach within 7 (seven) days of the date of receipt of the same notice. If such Party fails to remedy the material breach within such term, the Agreement shall be terminated.

9.3 To the extent permitted by the applicable law, either Party may by written notice to the other Party immediately terminate this Agreement where the other Party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for the winding up of that other Party or the appointment of an administrator, receiver, liquidator or manager of that other Party.

9.4 Either Party may terminate without cause the Agreement upon **one month** written notice to the other Party sent via registered mail].

10- Consequences of termination and expiration

10.1 The Parties acknowledge and agree that in case of the expiration or termination for any cause of the Agreement.

10.1.1 The Provider shall not delete the existing Adopter Data until the Retrieval Period or the Transfer Period under Sections 10.1.2 and 10.1.3 have expired;

10.1.2 Upon request of the Adopter to be sent within 90 days after the termination or the expiration date, the Adopter shall be entitled to retrieve the Adopter Data stored on the System in a structured and widely-used format, capable of ensuring portability of the Adopter Data, for a period of 90 days after the expiration or termination date (hereinafter, "Retrieval Period");

10.1.3 Upon request of the Adopter to be sent within 90 days after the expiration or termination date, the Provider, at the Adopter's expense, shall transfer the Adopter Data in the format under Section 10.1.2 to the Adopter or to any Third Party provided by the Adopter within the agreed timing (hereinafter "Transfer Period"). If the Cloud based Technology Airline management departments services has been terminated due to breach of the Provider, the Provider shall bear the cost of data transfer in addition to compensation regarding the loss bear by adopter during disturbance of its regular operations.

10.1.4 Once the Retrieval Period has expired, or upon completion of the Transfer Period, the Provider and its Subcontractors shall definitively destroy copies of, and erase, all Adopter Data stored in the System and all storage media and provides proof thereof to the Adopter within 120 days following the expiration of the Retrieval Period or the Transfer Period in coordination with Adopter management. The Adopter has the right to ask the deletion of the Adopter Data without any retrieval or transfer of the Adopter Data.

10.1.5 At the Provider's request, the Adopter will return or erase any of the Provider Content, data or software delivered or licensed to the Adopter for the purposes of providing the Services.

10.1.6 The Parties may agree any other possible activities or services connected with the expiration or termination of the Agreement upon mutual agreement of the Parties on the terms and conditions of such activities.

10.1.7 The rights, remedies, obligations or liabilities of either Party which have accrued up to the date of termination or expiry, will not be affected, including the right to claim damages in respect of any breach of the Cloud based Technology Airline management departments services which existed at or before the date of termination or expiry.

10.1.8 Any provisions of this (Cloud based technology Airline management department service) agreement which expressly, or by implication, are intended to come into or remain in force on or after termination or expiry of this Agreement, shall remain in full force and effect, including without limitation, Section 8 (Intellectual Property Rights), 10 (Consequences of Termination), 11 (Confidentiality Obligations), 12.2 and 12.3 (Warranties and Liabilities), 13 (Indemnification), 14 (Insurance Obligations); 17 (Data Protection); 19 (Governing Law); 20 (Disputes - jurisdiction).

11- Confidentiality obligations
11-1-During the Term, Confidential Information of the Disclosing Party may be learnt developed or otherwise acquired by Receiving Party.

11.2 The Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential and will not, without the Disclosing Party's written consent, directly

or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

11.3 Section 11.2 shall not apply to the extent that the Receiving Party needs to disclose the Confidential Information of the Disclosing Party to any of its Group, or any Subcontractor in order to fulfil its obligations, exercise its rights under this Agreement or to receive the benefit of the Services, provided always that the Receiving Party shall ensure that every person to whom disclosure is made pursuant to this Section 11 uses such Confidential Information solely for such purposes, and complies with this Section 11 to the same extent as if it were a party to this Agreement.

11.4 Clause 11.2 shall not apply to any Confidential Information to the extent that:

11.4.1 Such Confidential Information is in the public domain at the Effective Date, or at a later date comes into the public domain, where such Confidential Information has come into the public domain other than as a result of breach of this Agreement;

11.4.2 The Receiving Party can show that such Confidential Information was known to it before receipt pursuant to this Agreement, and had not previously been obtained or otherwise learnt under an obligation of confidence;

11.4.3 The Receiving Party obtains or has available to it, such Confidential Information from a source other than the Disclosing Party without breaching any obligation of confidence.

11.4.4 Such Confidential Information is required by applicable law, or any competent regulatory authority [or recognized stock exchange]to be disclosed by the Receiving Party provided that the Receiving Party shall, where not prohibited, give to the Disclosing Party prompt notice of such request and the opportunity to oppose such disclosure or obtain a protective order at its request;

11.4.5 The Receiving Party can show such Confidential Information was independently developed or created by or on behalf of itself [or any member of its Group] otherwise than in connection with this Agreement, without the aid of any personnel who have or have had access to the Disclosing Party's Confidential Information; or

11.4.6 Information which the Disclosing Party confirms in writing is not required to be treated as Confidential Information.

11.5 If the Provider is the Receiving Party, the Receiving Party will use the Confidential Information of the other Party for the sole purpose of performing or complying with its obligations under this Agreement.

11.6 If the Provider is the Receiving Party, it agrees to implement and maintain the security measures as per standard practice and under upcoming contract with service provider.

11.7 If the Adopter is the Receiving Party, it agrees to implement and maintain to the Disclosing Party's reasonable satisfaction all reasonable security measures to safeguard the Disclosing Party's Confidential Information from unauthorized access, use or disclosure and to ensure proper and secure storage of all Confidential Information and any copies thereof. Such measures shall be at least the same standard, whichever is the higher, as:

11.7.1 The Receiving Party keeps its own Confidential Information; or

11.7.2 The standard reasonably accepted as in line with the practices practiced in the same market. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

11.8 Upon the termination or expiration of this Agreement or otherwise at the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents or materials in its control, custody or possession which contain, reflect, incorporate or are based on the Disclosing Party's Confidential Information and not retain any copies, extracts or other reproductions thereof or shall at the request of the Disclosing Party destroy all of the Disclosing Party's Confidential Information (erasing all Confidential Information from its computer systems or which is stored electronically) and certify in writing to the Disclosing Party that it has complied with the requirements of this Section.

11.9 The obligations laid down in this Section 11 hereof shall remain the responsibility of each of the Parties, even after the termination or expiration of the Agreement on any ground, for the period of 6 (six) years from the said termination or expiration. With reference to any Confidential Information expressly identified as a trade secret, the confidentiality obligations shall extend indefinitely until a time when such information ceases to be a trade secret.

12- Warranties and liability

12.1 Warranties

12.1.1   The Provider represents and warrants that:

12.1.1.1 The Services will be performed with reasonable skill and care in a timely and professional manner using appropriately qualified and experienced personnel and in accordance with good industry practice.

12.1.1.2 The Services will be performed in accordance with the security requirements provided under standard practice and upcoming contract to service provider and in accordance with all applicable laws and regulation on security in the communications and in the provisions of information society services.

12.1.1.3 It owns or has obtained valid licenses of all Third-Party Intellectual Property Rights relating Third Party Content or which are necessary for the performance of any of its obligations hereunder;

12.1.1.4 By performing the Services under this Agreement, the Provider will not infringe any Intellectual Property Rights of any Third Party;

12.1.1.5 It shall use its reasonable efforts to ensure that the Services, the Provider Content, the System and the relevant software are free from all viruses and other contaminants including any codes or instruction that may be used to access, modify, delete or damage any data files, or other computer programs used by the Adopter from time to time, and that for this purpose, the Provider warrants and represents that it shall use the most comprehensive and up to date available virus checker;

12.1.1.6 It has the full capacity and authority and all necessary licenses, permits and consents from Third-Parties to enable it to enter into this Agreement and perform all of the Providers' obligations hereunder;

12.1.1.7 This Agreement is executed by a duly authorized representative of the Provider.

12.1.2 The Adopter represents and warrants that

12.1.2.1 It owns or has obtained valid licenses of all Intellectual Property Rights in relation to the Adopter Data uploaded on the System including possible software of Third Party installed, uploaded or developed on the System;

12.1.2.2 It has the full capacity and authority and all necessary licenses, permits and consents from Third-Parties to enable it to enter into this Agreement and perform all of the Provider's obligations hereunder:

12.1.2.3 This Agreement is executed by a duly authorized representative of the Adopter.

12.2   Liability:

12.2.1 Neither Party limits or excludes its liability:

a) for acts or omission due to willful misconduct of either party;
b) in respect of any deceit, theft, fraud or fraudulent misrepresentation by its employees, consultants or Subcontractors;
c) for death or personal injury caused by its negligence or that of its employees, consultants or subcontractors, as applicable;
d) under Section 8 (Intellectual Property Rights);
e) for breach of Clause 11 (Confidentiality);
f) for breach of Clause 17 (Data Protection);
g) to the extent that such limitation or exclusion is not permitted by law.

12.2.2 Subject to Section 12.2.1, the maximum aggregate liability of either Party arising under or in connection with this Agreement (whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise) shall be discussed during upcoming contract with service provider. The limitation of liability under this Section 12.2.2 shall not apply in the event the Adopter is a consumer (i.e.: natural person acting for purposes which are outside his trade, business, craft or profession).

12.2.3 Service Credits shall be taken into account when assessing whether the liability caps set out in above Section 12.2.2 have been met or exceeded. [ALTERNATIVE - 12.2.3 Service Credits shall not be taken into account when assessing whether the liability caps set out in above Section 12.2.2 have been met or exceeded]

13 Indemnification:
13.1 The Provider shall indemnify on demand the Adopter and the Adopter's assignees, directors, partners, officers, employees and agents against on demand against any and all losses, claims, damages, costs, expenses (including without limitation legal fees) and liabilities which the Adopter may sustain or incur or which may be brought or established against it by any Third Party in respect of any ascertained breach of the warranties set out in Sections 8.2, 8.5, 12.1.1.2, 12.1.1.3 of the Cloud based technology Airline management department services Agreement.

13.2 The Adopter agrees:
a) It shall promptly, upon becoming aware of any Claim, notify the Provider and provide to the Provider reasonable assistance, at the Provider's expense, which the Provider may reasonably request in connection with the defense of any such Claim; and

b) It shall not make any admission as to liability or compromise or agree to any settlement or any Claim without the prior written consent of the Provider which consent shall not be unreasonably withheld or delayed.

13.3 If any Claim is made, the Provider shall at its own expense and sole option either

13.3.1 Obtain for the Adopter the right to continue using the Services, the Provider Content, and the Third-Party Content in the manner permitted under this Agreement; or

13.3.2 Modify or replace the infringing part of the Services, the Provider Content, or the Third-Party Content so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in Section 13.1.

13.4 The Adopter shall defend, indemnify and hold harmless the Provider and the Provider's assignees, directors, partners, officers, employees and agents on demand from and against any and all losses, claims, damages, costs, expenses (including without limitation legal fees) and liabilities which the Adopter may sustain or incur or which may bring or established against it by any Third Party in respect of any ascertained breach of the warranties set out in Sections 5.2, 8.3, 12.1.2.1.

13.5 The Parties shall comply with the indemnification obligations provided by the present Section 13 in accordance with the terms and conditions provided under above Section 12.2.

14-Insurance obligations:
14.1 The Provider shall maintain, during the Term of this Agreement [and for a period of at least 2 (two) years after the expiration or termination of the Agreement], appropriate insurance policies in relation to any liability connected with the execution of this Agreement with a reputable insurance company in respect of the Provider's performance of the Services, providing

for the payment of a sum amount based on upcoming agreement with
service providers for any claim or series of claims arising out of a single event occurring during such period.

15: Suspension of services:

15.1   The Provider may suspend the provision of the Services, by giving the Adopter no less than 7 (seven) Working Days' notice, in circumstances where it is necessary for the Provider to update or maintain the System without disturbing the ongoing operations of Adopter. The Provider shall, in its notice, inform the Adopter of the timing, the duration and the reasons for the proposed suspension.

15.2   The Adopter shall be entitled to request in writing a postponement of the suspension. The Provider shall not unreasonably deny its consent to the above request of the Adopter. Without limitations, the Provider may reject the postponement if it is not feasible for technical reasons.

16: Subcontracting:

16.1 Pursuant to this Section 16, the Provider may subcontract any or all of the Services under this Agreement to Subcontractors by giving the Adopter [no less than 7 days'] prior notice which shall include the following information:

(a) The identifying data of the Subcontractor;

(b) An outline of the proposed subcontracted Services, including: the duration of the subcontract and the quantity or type of Services which will be sub-contracted to the Subcontractor.

16.2   Subject to Section 16.1 above, the Provider shall:
16.2.1 remain the Adopter's sole point of contact regarding the Services, including with respect to payment of the Charges.

16.2.2 not disclose Confidential Information of the Adopter to a Subcontractor unless and until such Subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of the Provider under this Agreement.

16.2.3 not, by virtue of entering into any sub-contract, be relieved of its liability to the Adopter for breach of its obligations under or in connection with the Agreement or otherwise arising from any acts or defaults of its agents and/or subcontractors for which it would otherwise have been liable.

17: Data protection:

17.1 Under this Agreement, the Adopter qualifies as Data Controller of the set of Processing carried out by the Provider on his behalf. The Provider qualifies as Data Processor upon signature of this Agreement and will remain as such as long as it (i) complies with the Adopter's reasonable and legitimate instructions, including the instructions set out under upcoming

agreement signed with service provider, (ii) provides adequate monitoring procedures regarding compliance with such instructions, (iii) does not go beyond the mandate given by the Adopter by acquiring a relevant role in determining the purposes or the essential means of Processing.

17.2 The Provider shall provide an accessible, easy-to-use and comprehensive security-monitoring-tool [Note: where appropriate, it is possible to include a description of the tool or referring to a description of the tool to be attached to the Agreement]. The Adopter is fully liable for data protection law compliance. Therefore, the Adopter must comply with the applicable Data Protection Laws and Regulations, especially, but not limited to, requirements to ensure that the Processing of Personal Data complies with the applicable legislation in relation to the nature of the Personal Data and formal requirements with the local data protection authorities in relation to the transfer of Personal Data.

17.3 The Provider acknowledges and agrees that it has appropriate experience and capabilities, and will implement appropriate technical and organizational measures, to ensure that the Processing of Personal Data by the Provider in the course of providing the Services will meet such requirements of the applicable Data Protection Laws and Regulations as apply to the Provider in its capacity as a Data Processor, provided always that the Adopter acknowledges and agrees that the Provider shall not be in breach of this clause 17.3 where any failure to comply with Data Protection Laws and Regulations is caused by or results from the acts or omissions of the Adopter, its officers, employees or agents. The Provider acknowledges that failure to meet the obligation under this clause 17.3 will be deemed to be a material breach of this Agreement for the purposes of Section 9.2

17.4 The Adopter shall remain liable for the damage which a Data Subject may suffer as a result of the Processing of Personal Data which is under its control and is not resulting from a breach by the Provider of its obligations under this Section 17.

17.5 The Provider will remain fully liable in case of any breach of its direct obligations under this Agreement and the applicable Data Protection Legislations and Regulations with respect to the Processing of Personal Data validated under this Agreement, including failure to act in accordance with lawful instructions of the Adopter and where any such breaches are caused by any subcontractor engaged in compliance with the requirements set forth under this Agreement.

17.6 Each of the Parties acknowledges and agrees that, where the Adopter or the Provider has paid full compensation for the damages suffered by a Data Subject, where a joint liability   has been ascertained in the course of a proceeding, the Party that fully indemnified the Data Subject is entitled to claim back from the other Party that pro rata of the compensation corresponding to the its part of responsibility for the damage as resulting from the final court decision.

17.7 [ONLY APPLICABLE IN CASE THE ADOPTER IS A CONSUMER/INDIVIDUAL OR IN CASE OF PROCESSING OF ELECTRONIC COMMUNICATION SERVICES. ANY SUCH NOTICE, IF REQUIRED UNDER THE APPLICABLE DATA PROTECTION LAWS AND REGULATIONS CAN BE SET OUT AS SEPARATE DOCUMENT. THE FOLLOWING IS ONLY A GENERIC EXAMPLE OF SUCH A NOTICE]
In case of any Personal Data related to the Adopter, its officers, employees or agents, if applicable, the Provider and its staff will hold and Process, mainly using electronic devices, their

Personal Data to execute and perform this Agreement (including management of administrative related matters, maintaining records, administering accounts receivable, fulfilling social security and tax obligations. The Provider will implement appropriate security measures. The Adopter acknowledges that providing those Personal Data is necessary for the execution and administrative management of this Agreement and that the Personal Data may be shared by the provider with [to list the categories of Third-Parties, including service providers, sharing the Adopter's information with the Provider]. Where necessary for the purposes above, Personal Data may be transferred to a country or territory [to list, if possible, countries of transfer and the reasons for the transfer], in accordance with the applicable Data Protection Laws and Regulations. Upon request, the Adopter, its officers, employees and agents are entitled to obtain access to and to supplement and rectify their Personal Data with the Provider and, on legitimate grounds, to object in writing to the processing of their Personal Data, emailing or contacting the Provider at the contact addresses under Section 19 below. If so required under the applicable Data Protection Laws and Regulations, by signing this Agreement the Adopter (i) consents, and warrants that it has the authority to consent, to the Provider collecting, using and disclosing the Adopter's, and (ii) warrants that it has obtained all necessary consents from the relevant Data Subjects, including its officers, employees and agents, and is entitled to transfer the relevant Personal Data to the Provider so that the Provider may lawfully use, Process and transfer the Personal Data in accordance with this Agreement on the Adopter's behalf.

18: Force majeure:

18.1 If a Force Majeure Event occurs which prevents a Party (the "Affected Party") performing any of its obligations hereunder or causes a delay in performance, the Affected Party shall not be liable to the other Party and shall be released from its obligation to fulfil its obligations under this Agreement to the extent that its ability to fulfil such obligations has been directly affected by the Force Majeure Event, provided that:

18.1.1 The Affected Party notifies the other Party in writing as soon as reasonably practicable of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon the other Party;

18.1.2 the Affected Party takes all reasonable steps to mitigate the impact of the Force Majeure Event on the other Party, and in particular continues to perform those obligations affected by the Force Majeure Event but whose performance has not been rendered impossible to the highest standard reasonably practicable in the circumstances;

18.1.3 the Affected Party continues to perform all its obligations which have not been affected by the Force Majeure Event; and

18.1.4 the Affected Party resumes normal performance of all affected obligations as soon as the impact of the Force Majeure Event ceases, and notifies the other Party in writing promptly of such resumption.

18.2 If the impact of the Force Majeure Event upon the Affected Party continues for a period of no less than [30] consecutive days the Affected Party may, without incurring liability, terminate this Agreement either in whole or in part with immediate effect by providing written notice to other Party, without having to file a claim with the competent Court to that effect.

18.3 The Parties agree that, if the Affected Party is the Provider, in respect of the period during which any Force Majeure Event subsists, the Adopter shall not be required to pay the Charges relating to those Services which cannot be performed as a result of the Force Majeure Event, and in respect of those Services which are affected by the Force Majeure Event but can be performed, shall be required to pay an amount which reasonably reflects the standard to which those Services were provided during such period.

19- : Governing law:

19.1 This Cloud based technology Airline management department services Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (whether contractual or non-contractual, including tort, breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the legislation of [to be discussed during signing of upcoming agreement with service provider]. In case the Adopter is a consumer, the above choice of the law shall apply to the extent permitted by the applicable law. The present Section 20.1 shall apply without prejudice to the mandatory applicable data protection legislation.

19.2 The parties expressly reject any application to this Cloud based technology Airline management department services Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

20: Disputes – jurisdiction:

20.1 Without prejudice of Section 21.2, if any dispute should arise between the Parties relating to or deriving from this Cloud Service Agreement, it may be settled in the first instance in accordance with the following procedure:

(i) when a dispute arises, one Party may request the other in writing to start the settlement procedure;

(ii) the Parties undertake to appoint their own representative, holding suitable powers, selected from persons who are not directly involved in the performance or management of this Cloud based technology Airline management department services Agreement and the corresponding activities; the said Parties' representatives shall meet with the aim of settling the dispute amicably, having regard above all to the primary need to maintain the continuity of the Services forming the subject of this Cloud based technology Airline management department services Agreement;

(iii) if, after making all reasonable attempts at a settlement, the said representatives are unable to settle the dispute within 30 (thirty) days of the date of the request to initiate the settlement procedure.

20.2 The procedure of Section 21.1 shall not prevent either Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief.

20.3 The Parties irrevocably agree that the Court of [to be provided] shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Cloud based technology Airline management department services Agreement or its subject matter or formation (including non-contractual disputes or claims). In case the Adopter is a consumer, the above choice of the competent court shall apply to the extent admitted by the applicable law which will be discussed during finalization of contract with service provider. OR

20.3 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.

21- No partnership or agency:
Nothing in this Cloud based technology Airline management department services Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party the agent of the other party for any purpose.

22- Third Party:
A person who is not a Party to this Cloud based technology Airline management department services Agreement shall not have any rights to enforce any term of this Cloud based technology Airline management department services Agreement, but this does not affect any right or remedy of a Third Party which exists, or is available, apart from that Cloud based technology Airline management department services Agreement.

23- Severability:
If any term of this Cloud based technology Airline management department services Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

24- Amendments:
Any amendment of this Cloud based technology Airline management department services Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Cloud based Technology Airline management departments services and signed by authorized representatives of each of the Parties.

25- Waiver:
Delay in exercising, or failure to exercise, any right or remedy in connection with this Cloud based technology Airline management department services Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Cloud based technology Airline management department services Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that

right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Cloud based technology Airline management department services Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the party granting it and is communicated to the other part.

26-Liability and Indemnities

- Adopter its officers, directors and employees (the "Adopter") agrees to indemnify, defend and hold harmless the Bidder (Service Provider) from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the Adopter 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 (Service Provider).
- The Bidder (Service Provider) agrees to indemnify, defend and hold harmless Adopter from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which Adopter may suffer or incur arising out of or in relation to the **Cloud Technology Based Airline Management Department Services** Contract or otherwise in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of Adopter.
- 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.
- In no event shall (Adopter) or (Service provider) or its subsidiaries or affiliates, have any liability for any indirect, incidental, special, consequential or punitive damages.
- The Cloud Technology Based Airline Management Department Services Procurement Agreement shall have appropriate coverage to provide indemnity for Adopter and Bidder (Service Provider) as per the normal aviation practice. Non-operational (tax, e.g.) indemnities are not available to any party other than the Bidder (Service Provider).

27- 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 Service provider.

II) **Invoice**:
Service provider shall send the monthly Services invoice on mutually agreed date.

III) **Advance Payment**

(i) The Service provider may request for an advance payment up to *20% of contracted amount*. The advance money is only provided to the Service provider equal to the bank guarantee submitted to Adopter.

(ii) Adopter shall have the right to cancel the deal in the event of any Force Majeure event outside the control of the parties, Adopter will provide prompt notice thereof to the Service provider and all monies paid in advance shall be refunded to the account of Adopter. Service provider and Adopter shall have no further liability to each other**.**

28- Taxes:

Adopter shall be responsible for, and hereby agrees to pay, any and all, value added, excise, import or export, and property taxes assessed or levied by any taxing authority upon or as a result of the **Cloud based Technology Airline management departments services** hereunder (other than any income taxes imposed on Bidder (Service Provider)) or the ownership or operation of the **Cloud based Technology Airline management departments services** on or after the Closing date, but excluding the corporate or gains tax resulting for the proceeds obtained by Bidder (Service Provider) due to this **Cloud based Technology Airline management departments services** transaction. Taxes in bidder (Service Provider) country of origin and operation, has to bore by bidder (Service Provider) and Adopter will bear all Taxes at its origin of operation (Afghanistan).

29-Insurance:

Adopter will not be responsible for **Cloud based Technology Airline management departments services** insurance and, the Service provider must have all insurance required valid documents.

30-Integrity Pact:

The Agreement shall contain a covenant and confirmation by the Bidder (Service Provider) that it has not obtained and / or induced the procurement of the **Cloud based Technology Airline management departments services** through any corrupt business practices.

31-Notices:

All the notices during the **Cloud based Technology Airline management departments services** Procurement term to be exchanged between Adopter and the Bidder (Service Provider) shall be in writing and sent by courier, fax or email.

Section C-Special Conditions of Contract

The details of (Adopter) requirements are given below Cloud based Technology Airline management departments services Procurement Agreement between (Adopter) and Bidder (Service Provider) will be based on the following Special Condition of the Agreement.

Cloud based technology Airline management departments services Procurement Term:
 refer to technical criteria, schedule of services and priced quotation mentioned below.

Section D- Evaluation of Bids

All bids shall be evaluated in accordance with the following evaluation criteria.

General Criteria and specifications

1- **Required Certifications & Standards (ISO 27001 or equivalent).**
   Providers should comply with recognized standards and quality frameworks demonstrate an adherence to industry best practices and standards.
2- **Technologies & Service Roadmap, Reliability & Performance:**
    supporting documents need to be submitted during standard bidding document submission along with Business health & Company profile. Service provider's platform and preferred technologies align with our current environment and/or support our cloud objectives. Service providers roadmap of service development should include – How do they plan to continue to innovate and grow over time? Does their roadmap fit your needs in the long term? **(Need complete presentation).**

3-   Data Security, Data Governance, data recovery and risk management procedure:

Plan to be submitted along with standard bidding document: Data classification scheme should be in place that defines types of data according to sensitivity and/or policies on data residency. At the very least service providers should be aware of regulatory or data privacy rules governing personal data. Service provider's levels of data and system security, the maturity of security operations and security governance processes. The service provider's information security controls should be demonstrably risk-based.

4- Service Dependencies & Partnerships:

Information about the seller's relationship with other users is required along with its li) . This information should be incorporated with standard bidding document during submission.

5- Contracts, Commercials & SLAs:

Need to be submitted after issuance of award letter.

6- Migration Support, Vendor Lock in & Exit Planning:

Kindly provide proper plan in order to facilitate this section to adaptor. Vendor lock-in, is a situation in which a customer using a product or service cannot easily transition to a competitor. Vendor lock-in is usually the result of proprietary technologies that are incompatible with those of competitors. Similarly, ensure there is clear exit strategy in place at the start of our relationship. Also consider how we will access our data, what state it will be in and for how long the service provider will keep it.

7- 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.

8- The service provider should have IT back ground in order to thoroughly understand Bakhtar Afghan Airline resource management requirement of service.

9- The service provider should rectify all inquiries which will emerged during Bakhtar Afghan Airline flight operations within minimum timeframe apart from technical emergency.

10- All modules mentioned in reference to provision of services and service level below should be offered by single service providers.

11- The service providers should be within nearest region in order to facilitate and support after sales services 24/7/365.

12- The service providers should provide on-site training at Bakhtar head office for Go-LIVE and continuous support to be provided till 6 months free of charge.

13- The service providers should have knowledge/understanding of local language in order to provide training to company local staff which will eliminate language barrier.

14- The service provider should have past working experience in Afghanistan to execute smooth implementation and training knowing the operational condition properly.

TECHNICAL CRITERIA, SCHEDULE OF Services AND PRICED QUOTATION

Service providers should mention below one-time fixed service implementation fees along with monthly fixed service price.

The provision of services and Services levels are as follow and the bidders (Service provider) requires to send their offer based on it	Fixed Implementation Fees (One time)	Fixed Monthly service fees
15- Commercial: PSS: <u>Passenger Sales and Service System</u>: • Reservations & Ticketing • Internet Booking Engine • Mobile application • Pricing & Revenue Management • DCS - Departure Control System • CRM - Customer Relations Management		
1-1- Inventory Management and Fares: • Inventory Management • Support 2-letter or 3-letter airline code • Serial Nesting Inventory structure, with fixed bucket option • Unlimited number of classes (limitation to 1 character imposed only by industry standards) • Single or Multiple compartments • Schedule/Inventory period may be longer the 365 days (unlike the limitation of legacy systems) • Point-to-point, multi-leg, round-robin and scenic flights • Code sharing, hosted flights • Schedule Load and Schedule Change • State-of-the-art interactive schedule creation and control • Real-time and SSIM formats • Schedule Change with re-accommodation and passenger protection • Automatic passenger notification via email or text messaging • Fares • One-way and round-trip based on one-way partials • Unlimited number of add-ons and taxes and fees • Multiple currency support, automated generation • Coded rules		

	• Private Fares (Negotiated, Consolidator, Staff, IDs, Promotions) • Adjacent Inventory Control • Wheelchairs • Infants • Weight limit availability control • Advanced Seat Reservations • Fee-based SSRs		
	1-2- Core Reservations • Reservations • PNR check on Mandatory, Conditional and Optional elements • TL and Ticketed PNRs • Unlimited number of Queues for implementation of standard and custom procedures • Group Bookings, Group Queue (No Names needed) • Group Booking creation form • Lists: Ticketed, WL, cancelled, SSRs • POS Control • Agents Sign in and Duty codes, grouped by Office ID • Authorization code, same office but different authorization • Availability level • Time Limit setup per office and company wide • FOP (CC, PTA, Invoice, Cash, Vouchers and Debit Cards) • On Hold restrictions, controlled time before departure • Change Fees (Segment Date, Name) • Reservations Control • Inventory counts and PNR segments, overview • Fix Flight, flight reconcile command • Send PNL/ADL manually (auxiliary to automatic transmission) • Passenger protection (Re-accommodation) from one flight to another • Queue management • FAA-format "no fly" list processing • Non-standard reservations elements, manual fares • TSRs (Ticket Sales Report) • TSR per (Office)		

	• TSR control, Open, Closed and Authorized • Automated records, Reservations Change, Name Change, Services • Pay and Credit Card transactions logs		
	1-3- Revenue and Accounting: • Daily payments • Ticket sales • Reservations changes • Services • Custom Short & Long reports, including commission & currency exchange rates • Hand-back list, Boarded, No-show and Go-show • Flown revenue summary (full day all flights) • Flown revenue details (per flight and passenger ticket coupon) • Cancelled tickets • Refund report		
	1-4- System User Interfaces: • Website - Direct Public Sales • Web agent - Direct Sales to Corporate and Agency Accounts • Internet Agent -Call Center and Sales • Reservations Control Cockpit - Reservations Management (now optional) Control and administration • Airport agent -Airport passenger handling		
	16- Flight Operations: • Real-time transparent information flow • Customer service tools (request and track flights, shipments, services progress, etc.) • Flexible connectivity to other systems for data exchange • Multi-Company (branches)/ Multi-Currency support Bank-grade security with advanced access policies Blazingly fast performance • User-friendly interface • Mobile apps • Weight and Balance (Load Control) • Schedule Planning		

2-1- Operations control • Flights database with advanced filters and reports. • Charter and scheduled flights planning, creation, follow-ups. • Interactive Timeline Flights view. • Routing services control with request templates support. • Flight briefings, cargo manifests and general declarations, automatic weather and NOTAMs update reports. • Advanced flight logs processing. • Revenue and costs control with a direct link to accounting. • Import of Flight Schedules from external sources in SSIM and other formats. • Flight planning • Flight Watch/Tracking		
2-2- Crew Management • Crew rostering, scheduling and assignment to duties and flights. • Flight Duty Time and Flight Time Limitations (FDTL) Control. • Crew salary, bonuses, additional payments, and expenses. • Documents, trainings and vacations management. • Advanced reporting.		
2-3- Fuel Management • Dynamic price calculation per day. • Platt's and fuel currency rates database. • Offers and price list generation for customers. • Files and correspondence attachments to prices. • Internal and external notes, remarks for supplier per airport, fuel information.		
17- Maintenance & Engineering/CAMO: • Maintenance Software • Personnel Manager • Flight Log Control • Customer Management • Maintenance Scheduling • Materials Planning • Accounting Integration • Digital Signatures • Real-Time Labour Tracking		

• Flight Log Integration		
18- <u>Accounting</u>: • Revenue Accounting • All standard accounting and financial functions with advanced reporting. • Full-featured solution for accounting management. • Custom, multi-branch, multi-currency and taxation transactions support. • Deep integration of finance and operational/sales data. • Cost and revenue allocation. • Receivables and payables control. • Bank and cash, credit and debit notes, journal vouchers management. • Fixed assets and prepayments control. • Trial Balance, Balance Sheet, Profit and Loss, Cash Flow and other reports.		
19- <u>HR management</u> • Staff database with contact details. • Documents control with expiry notifications. • Vacations control. • Allowances/loans/advances management. • Positions and salaries history. • Payroll processing and payslip generation. • Work time attendance control. • Birthdays and other notifications.		
20- <u>Cargo</u>: • Shipments database with advanced filters and statuses. • Full AWB and HAWB Capture: issue and verify AWB, update and send FWB/FHL messages. • Import of AWBs from XLS files or FWB/FHL message. • Cargo restrictions control based on commodity, origin/destination and shipment routing. • Part-shipment support – multiple flights per each package. • Cargo planning on flights/truck trips: flight planner with up to 3 connections optimization, innovate global flight schedules search, quick flight creation. • Automatic chargeable weight calculation based on pieces dimensions. • Automated Track and Trace based on Flight Movements updates.		

• AWB Attachments – uploading or emailing (with auto AWB assignment) files to specified shipments. • Incoming messages auto-linking with AWB from sales/operations emails. • Shipment booking confirmation to the clients by email. • AWB IATA printing formats – Neutral and for Dot-Matrix Printers. • Packages labels printing with QR/Barcodes. • Fully support incoming and outgoing messages e-AWB, or email for a link to 3rd party. • Option to link customs API for import and export cargo.		
21- Safety & Quality • Audit and Inspection Management • Event reporting (Hazard and incident reporting) • Risk Management • Document management • Corrective action tracking • Management reporting • Skills management • Business Intelligence • Internal/external compliance and safety audit schedule. • Interactive audits calendar. • Audits progress tracking. • Audits findings control with advanced filters. • Audits closing and reporting. • Documentation and files attachments to audits and findings.		
8- Installation: The installation should be providing within a time frame and complete assistance should be provided by the software Company.		
9- Training: Training for the difference directorates should be provided by the software provider		
10- Services/Support: After sales services should be provided to the Airline across its various Directorate and Support should be on a real time basis.		

QUOTATIONS VALUATION, EXAMINATION AND DETERMINATION OF RESPONSIVENESS:

1. Prior to the detailed evaluation of Quotations, the Adopter shall determine whether each Quotation:

   a) meets the Technical criteria;

   b) SBD has been properly signed.

   c) Is quotation substantially responsive to the requirements of the SBD?

Note: A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the SBD.

To evaluate a Quotation, the Adopter shall only use all the factors, methodologies and criteria defined hereinafter, no other criteria or methodology shall be permitted:

   a) evaluation will be done for complete package including all modules mentioned in (Technical Criteria, Schedule of Service and priced quotation).

   b) price adjustment for correction of arithmetic errors;

   c) price adjustment due to discounts offered;

   d) adjustments due to the application of other evaluation criteria as follows: factors related to the characteristics, performance, and terms and conditions of and Related Services; the effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Quotations;

   e) Adjustments due to the application of a margin of preference, if applicable.

The evaluation of a Quotation will exclude and not take into account:

   a) In the case of Service Provider in the Islamic Republic of Afghanistan, sales and other similar taxes, which will be payable on the Services if the contract is sent to the Bidder;

   b) in the case of Service provider is outside of the Islamic Republic of Afghanistan, and already has the agent and distributer and is tax payer to the government of Afghanistan

1. If a Quotation is not substantially responsive, it shall be rejected by the Adopter, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

2. No negotiation shall be held with the lowest price bidder about the price reduction or any other Bidder.

3. A bidder shall not be required, as a condition for award, to undertake responsibilities not stipulated in the SBD , to have to change its price or otherwise modify its Quotation.

CORRECTION OF ERRORS

a) Quotations determined to be substantially responsive shall be checked by the Adopter for any arithmetic errors. Errors shall be corrected by the Adopter as follows:

b) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

c) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Adopter there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.

d) The amount stated in the Quotation shall be adjusted by the Adopter in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder.

e) <u>Authorization to contract</u>: Each vendor warrants that it has the right to enter into this Agreement and that execution of this Agreement has been signed by authorized representative of the vendor.

f) <u>It is mandatory to stamp all pages of the SBD The SBD without stamp will not be process.</u>

Bidder (Service Provider) Profile

Bidder (Service Provider) (S) Should provide the following detail their company letter head	
Name of the company	
Head Office address	
Local office address (If any)	
Contact / Focal Person **Name:** **Designation:** **Telephone:** **Fax:** **Email:**	

Type of the Company:	**Public**	**Privet**	**Other**

Company Ownership proof (Derail of major shareholder of company)	
List of Customer: (List of customers should be attached herewith)	
Financial Health: (Provide Summary of Last Three years Annual Reports)	

Signature: ……………………………   **Title ……………………………………………….**

Name …………………………………..   **Date ……………………………………………….**

Company stamp

Annex (II)
Form of Bid

Date ----------------------------

Ref: ----------------------------

To: Bakhtar Afghan Airline (Adopter)

Dear Sir,

Having examined the bidding documents, we, the undersigned, offer for Cloud technology-based airline management department services in full conformity with the said Bidding Documents against the terms and conditions mentioned above in technical criteria.

No	Description of Project	Implementation Fees (One Time)	Monthly Fixed fees	Implementation schedule
1	Procurement of Cloud Based Technology for Airline Departments Managements services for BAA			

We undertake, if invited to do so, and at our own cost, to attend a clarification meeting at a place of your choice OR attend a conference call at a Time of your choice, Furthermore, we undertake to provide demo session of software upon request.

We agree to abide by this Bid, for a period of 90 days from the date fixed for submission of undertakings, it shall remain binding on us.

We also undertake, if our bid is accepted, to make implementation of above-mentioned services as per the dates mentioned in our bid.

Until a formal contract is prepared and executed between us, this bid, together with your written award letter 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: ---------------------------------

Office Seal ---------------------------------

Dated This ---------------------- day of -------------------2021

Annex (III)

Integrity Pacts:

{**Name of** bidder (Service Provider)} 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 bidder (Service Provider) } 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 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** bidder (Service Provider) } Certifies that it has made and will make full discloser 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 bidder (Service Provider) } 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 bidder (Service Provider) } 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 bidder (Service Provider) } 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 Bidder (Service Provider) …………………………………………………….

{Name, Title and address)

Official Seal ……………………………….