



Islamic Republic of Afghanistan
Ariana Afghan Airlines



**STANDARD BIDDING
DOCUMENTS
(SBD)**
**For Procurement of
One unit of B737-CL Aircraft**

(Single stage One Envelope procedure)

Document Name	Standard bidding Documents (SBD)
Description	buying of one-unit B737-CL Aircraft (B737-300, B737-400, B737-500)
Reference Number	003-022-2
Announcement Date	8-Apr-2021
Pre-bid Meeting	Will schedule Upon request of the Bidder: from 13 up to 14-Apr-2021
Bid submission date	From 15-Apr-2021 up to closing date and time
Closing Date & time	17-Apr-2021 Time 10:00AM Kabul Time



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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 Airline.
- The second section contains general terms which shall form the basis of the Aircraft Procurement agreement between Ariana Afghan Airline and the successful bidder.
- The third section covers the details of Ariana Afghan Airline requirements in terms of the Aircraft Purchase.
- The fourth section provides the interested bidders with an overview of Ariana Afghan Airline 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 Airline expect to receive the actual offers from the interested bidders.

Section A- Instruction to Bidders

1- Scope of Bid

Ariana Afghan Airline invites interested parties for Procurement of narrow body twin Jet Aircraft.

Number of Aircraft: one

Seating Configuration: Standard LOPA (Economic + business class)

Delivery Schedule: 60 days after signing of the contract and issuance of a notice to proceed letter.

2- Parties qualified to apply

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

3- Cost of bidding

The bidder shall bear all cost associated with the preparation and submission of their bids. Ariana Afghan Airline 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 bidders
- III) General Conditions of contract



- IV) Special Conditions of Contract
- V) Evaluation of bids
- VI) Annexures
 - a) Bidders 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 Delivery condition (Annex (VII))
 - h) Manuals and documents (Annex VIII)
 - i) Aircraft Desktop and visual inspection Check List (Annex IX)

The bidders are requested to prepare their bids in accordance to the above referenced documents/format.

5- Clarification on Bidding Documents:

A prospective bidder requiring any clarification(s) in respect of the Bidding Document shall notify the Ariana Afghan Airlines in writing. Ariana Afghan Airline 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 for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, 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 for any reason, whether at its own initiative or to provide prospective bidders reasonable time, in which to take an addendum into account, at its discretion extend the deadline for submission of bids and will notify the bidders (who expressed interest).

8- Offers for Aircraft

Bidders may submit bids for any number of (B737-300, B737-400, B737-500) Aircraft, and award of contracts will be for one unit Aircraft based on the lowest and technically responsive evaluated bid.

9- Submission of bids

Interested bidders shall submit their electronic offers to quotation box, each offer should be clearly marked as bid for Procurement of Aircraft (B737-300, B737-400, B737-500).

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 Profile:

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

13- Multiple Technical Information:

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

14- Form of Bid:

Duly completed and signed by the bidder 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 shall sign and stamp the Form of Integrity Pact provided at Annex (IV) which is a mandatory requirement of Ariana Afghan Airlines. 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:

Bidders are requested to quote their prices in US Dollars (US\$), however, if any bidder is interested to quote in a currency other than US\$, they can do so, in such a case the Buyer 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.

III) Language of Bids:

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



IV) Format and signing of bids:

The bidder shall prepare and submit one set of bid and shall be duly signed by the Authorized Representative of the bidder. (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 buyer through email at:

quotation-box@flyariana.com

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

19- Deadline for Submission of bids:

Closing date: **17-Apr-2021**

Bid closing time: **10:00AM** (Kabul time)

20- Late Bids:

Any bid received by Ariana Afghan Airlines 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 may modify or withdraw its Bid after submission, provided that written notice of the modification or withdrawal is received by Ariana Afghan Airline 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 indicated 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



24- Preliminary examination of Bids:

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

- a) Ariana Afghan Airlines 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 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 will ascertain to its satisfaction whether bidders, whose bids meet the requirements of Bidding Documents, are qualified to satisfactorily perform the contract. This will take into account:

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

26- Deliberations with Bidders:

- No bidders 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 does not accept the corrected amount of bid as determined above, the bid will be rejected.



28- General Criteria

- Type of Aircraft: (B737-300, B737-400, B737-500)
- Type of Engine: CFM56-3C1
- The aircraft should not be older than **(25)** years. Aircraft with more than 25 years old, regardless of its technical status, will not be considered in the evaluation process and will be deemed rejected.
- The aircraft should not be due for "C" check before 6 months or 1000 flight hours remaining to next "C" check (Whichever occurs first) (Conditional).
- Each engine should have at least 2500 flight cycles remaining (Conditional).
- All three landing gears should have at least 4 years remaining for next overhaul (Conditional).
- There should not be any open major technical issue for coming 6 months or 1000 flight hours remaining to next heavy or "C" check (whichever occurs first) (Conditional).
- MTOW should not be less than 60000kg (Conditional)

29- 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".

30- Inspection of Aircraft:

The Ariana Afghan Airlines technical team would carry out a Desktop inspection of documents and physical inspection of the aircraft, its ownership and maintenance record. Bidder would have to arrange sufficient ground time access to aircraft and its record for desktop as well as visual inspection during the period of bid validity.

If, in case the aircraft is not found suitable after the inspection, the bidder shall be given the opportunity to rectify the inspection observations within the particular period of time, If the bidder 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 buyer shall initiate the process with next lowest evaluated offer and so on.

31- Unsuccessful Bidders:

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

32- 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.



33- Letter of acceptance:

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

34- Ariana Afghan Airlines Right

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

35- Signing of contract Agreement

The agreement between Ariana Afghan Airlines and the successful Bidder shall be signed by parties 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. 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 Airline and the successful bidder (Seller) 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 Airline and the Seller. 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

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

5- Payment Terms

I) Invoice:

All Payments will be processed through Escrow account and the seller is responsible to provide opportunity for the inspection of the aircraft and dispatch of the Aircraft upon receipt of the entire funds into the Escrow account.

II) Currency of Payment:

Throughout the terms of contract, all the payments between the two parties shall be in US Dollars.



6- Taxes

Taxes. Purchaser shall be responsible for, and hereby agrees to pay, any and all sales, use, value added, excise, import or export, and property taxes assessed or levied by any taxing authority upon or as a result of the sale and purchase of the Aircraft hereunder (other than any income taxes imposed on Seller) 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 Seller due to this sale transaction. Taxes in seller country of origin and operation, has to bore by seller and Purchaser will bear all Taxes at its origin of operation.

7- Integrity Pact

The Agreement shall contain a covenant and confirmation by the Seller 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).

8- Notices

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

9- Liability and Indemnities

- Buyer, its officers, directors and employees (the “Buyer”) agrees to indemnify, defend and hold harmless the Seller from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the buyer may suffer or incur arising in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of the Seller.
- The seller agrees to indemnify, defend and hold harmless Buyer from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which Buyer may suffer or incur arising out of or in relation to the sale or otherwise in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of Buyer.
- 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 Seller 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 Seller shall indemnify, defend and hold harmless Buyer against all Claims in any way asserted against Buyer to the extent the same is based on a claim that the sale of the Aircraft or anything else related to this Agreement constitutes an infringement of any Intellectual Property rights.
- In no event shall Seller or Buyer 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 Airline and Seller as per the normal aviation practice. Non-operational (tax, e.g.) indemnities are not available to any party other than the Seller.

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 Airline requirements are given below. Aircraft Procurement Agreement between Ariana Afghan Airline and Seller 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 delivery of aircraft shall take place at mutually agreed location.

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 Seller.

Section D- Evaluation of Bids

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

1- General Criteria / specifications

- a) Type of Aircraft: (B737-300, B737-400, B737-500)
- b) Type of Engine: CFM56-3C1
- c) The aircraft should not be older than **(25)** years. Aircraft with more than (25) years old, regardless of its technical status, will not considered in the evaluation process and will be deemed rejected.
- d) The aircraft should not be due for "C" check before 6 months or 1000 flight hours remaining to next "C" check (Whichever occurs first) (Conditional).
- e) Each engine should have at least 2500 flight cycles remaining (Conditional).
- f) All three landing gears should have at least 4 years remaining for next overhaul (Conditional).
- g) There should not be any open major technical issue for coming 6 months or 1000 flight hours remaining to next heavy or "C" check (whichever occurs first) (Conditional).
- h) MTOW should not be less than 60000kg (Conditional)

Bidders are requested to fill (Initial Screening) template attached with this section and make it part of Technical Proposal.

A- Technical Evaluation Criteria

1- Aircraft acceptable YOM Table: (Max Marks 25)

YOM – Flown Hours	1996	1997	1998	1999 Or Above
Points	4	10	15	25
Flown Hours	Evaluation Committee has the right to evaluate based on flown hours of the aircraft and can prefer the better condition in either case.			



2- Engine acceptable Remaining cycles Table (Total Max. Marks 40)

3- Scoring for Engines cycles remaining to LLP Limiter (Max. Mark 10+10=20)		
Specification (Engine remaining cycles)	Engine # one	Engine # two
2500 or lower (First Limiter)	1	1
3000 - 6000 (First Limiter)	5	5
6001 or above (First Limiter)	10	10
Note: The highest remaining cycles (First limiter) of the engine will be in the top scoring		

4- The Engine cycles and Hours calculation from the last OH or Performance restoration (10 +10 = 20)		
Specification (remaining cycles)	Engine # one	Engine # two
3001 or above (TSO) (CSO)	1	1
2001 – 3000 ((TSO) (CSO)	5	5
2000 or lower (TSO) (CSO)	10	10
Note: The lowest hours and cycles since the last OH or performance restoration of the engine will be in the top scoring		

5- APU Records (APU Low TSN and CSN Max Marks 3)

NO	APU Records	Available (v)	Not Available (x)	Remark
1	APU Type			
2	APU TSN			
3	APU CSN			
4	APU Last Shop Visit Mini Pack			
5	APU LLP Status			

6- Landing Gear Overhaul due: (Max Marks 12 (4+4+4))

Major O/H Due	Nose	Right	Left
5 Year or lower	1	1	1
From 5 year up to 6 year	2	2	2
Above 6 years	4	4	4

7- Fully refurbished Cabin at Delivery (Max Marks 7)

Interior	No	2018-2020
Points	1	7

8- Major Check Due: (Max Marks 13)

Major Check Due	
Fresh from "D" Check	13
Fresh from "C" Check	7
Not fresh from "C" Check	1



Maximum Technical Marks is (100) and the weightages for Technical and Financial will be as per below:

Technical weightage: 50%

Financial weightage: 50%

B- Financial Evaluation Criteria

All bids will be technically and financially evaluated and the bid that take the highest combined (technical and financial) will be recommended for contract negotiation/ award. For each financial bid the following points will be applied:

- 1- Correction of any computational errors;
- 2- To the offer with the lowest price (LP) score of one hundred (100) will be given.
- 3- The technical and financial scores (combined) will be added together to give the total scores of each bid.
- 4- The following formula shall be applied for identifying each bid financial score/mark:

$$FS=100 \times FM/F$$

FS= Financial Score

LP = Lowest Price

F = Price of the bid under consideration

Methodology for Assessing the Lowest Evaluated Bid

Following methodology will be used for assessing of the Lowest Evaluated Bid:

CS = {(Marks obtained in Technical Criteria x Technical Evaluation weightage (50 %))} + {(Marks obtained in Financial Criteria x Financial Evaluation Weightage (50 %))}.

WHERE

CS = Combined Score

A = Marks obtained in Technical Criteria

B = Marks obtained in Financial Criteria

TEW = Technical Evaluation weightage (50 %)

FEW = Financial Evaluation Weightage (50 %)

The offer with highest combined score will be considered as the **Lowest Evaluation Bid** and shall be invited/recommended for contract negotiation/award.



ANNEX – (I)

Bidder Profile

Bidder (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)			
Type and size of fleet: (List of Aircraft with ownership rights should be attached)			
List of Customer Airlines : (List of current / previous aircraft should be attached herewith)			
Financial Health: (Provide Summary of Last Three years Annual Reports)			

Signature:

Title

Name

Date

Company stamp



ANNEX – (II)

Technical Bid

1- Aircraft Availability:

The bidder will have to confirm the delivery schedule by which the aircraft becomes available.

2- Product / spare Support package:

The bidder should provide the details of, If any, Product/ Spare Support Package that it is offering to Ariana Afghan Airlines.

3- Aircraft Specifications as of end of 2020:

Bidders would be required to provide all the latest version of technical information including standard technical specifications, options available and the related documentation / drawings thereof. Original LOPA (Layout of passenger Accommodation) with certified seating capacity (if any) may also be provided.

Bidders shall provide the following aircraft technical details separately for each aircraft.

Recommendation to the Bidder: It is mandatory to fulfil the following tables based on the Aircraft documents		
Aircraft Identification		
Manufacturer		
Type and Model:		
Serial Number		
Date of Manufacture		
Current Registration		
Current Operator:		
Current Owner:		

Airframe Status		
Total Airframe Hours:		
Total Cycles (landing):		
Validity of C o A		
Next weighing Due on		
	Check (C)	Check (D)
Last Major overhaul Accomplished:		
Time Since Last Major Overhaul:		
Next Major Overhaul		
Time to Next Major Overhaul		
Principal Operating Weights		
Maximum Taxi Weight:		
Maximum Take-off weight:		



Maximum Landing Weight:	
Maximum Zero Fuel Weight:	
Operating Empty Weight:	

Fuel Data	
Average Fuel Consumption per Block Hour:	
Fuel Capacity Total (Liters / USG):	

Airframe Maintenance Program	
Check Type	Time between Checks, Hours / Cycles / Period
(A) or Equivalent	
(B) or Equivalent	
(C) or Equivalent	
(D) or Equivalent	

• Airworthiness Directives Status		
AD (FAA & EASA) falling due within next two years		
Sr. Number	Description	Due Date
<ul style="list-style-type: none"> Seller will confirm the compliance of all Directives, Alert or Mandatory service bulletins applicable to the Aircraft from the date of delivery to one year in service 		

Interior Configuration				
Current Passenger Seating:	No. of seats	Seat Vendor	Seat Model / make	Seat Pitch
Business Class				
Economy Class				
Toilets:	Total: QTY _____ FWD _____ Aft			
<ul style="list-style-type: none"> Galleys: 	Total: QTY _____ FWD _____ Aft			
Coat Closet				
Cabin attendant Seats				

Landing Gears			
Vendor	Nose Gear	Left Main Gear	Right Main Gear
Part Number			



Landings Since Overhaul			
Time Since Overhaul (TSO)			
Next Overhaul due date			

Installed Engines		
Engine Type and Model		
Position	Engine No 1	Engine No 2
Serial Number		
Total Time Since New (TSN)		
Total Cycles Since New (CSN)		
Time Since Last Shop Visit (TSLV)		
Cycles since Last Shop Visit (CSLSV)		
Time to Overhaul / shop Visit		

APU	
Type and Model:	
Serial Number	
Total Time Since New (TSN)	
Total Cycles Since New (CSN)	
Time Since Last Shop Visit (TSLV)	
Cycles since Last Shop Visit (CSLSV)	
Time to Overhaul / shop Visit	
First Engine Cycles Limiter	

Wheels and Brakes	
Manufacture	
Type of Brakes	
Part Number of installed Brakes	



Annex (III)

Form of Bid

Date -----

Ref: -----

To: Ariana Afghan Airlines

Dear Sir,

Having examined the bidding documents, we, the undersigned, offer sale of Aircraft with Type of ----- and MSN ----- as per following delivery schedule under the tender reference (SBD -----) in full conformity with the said Bidding Documents against the terms and conditions mentioned in the Financial Bid **"ANNEX-V"**.

No	Aircraft Type	MSN	Delivery Date
1			

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 make the aircraft along with its relevant record / documentation available for inspection.

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 the Aircraft ready for delivery as per the dates mentioned in our bid.

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

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

Signature of Authorized Person

Name: -----

Position: -----

Office Seal -----

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



Annex (IV)

Integrity Pacts:

{Name of Seller} 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 Seller} 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 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 Seller} 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 Seller} 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 Seller} 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 times the sum of any commission, gratification bribe, Finder's fee or kickback given by {Name of Seller} 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 Seller

{Name, Title and address}

Official Seal



Annex (V)

Financial Bid:

1- General:

The Financial bid shall be read in conjunction with the conditions of tender together with the technical bid.

2- Currency of Prices

US Dollars (USD).

3- Rates and Prices:

- I) The Financial Bid shall be provided in the form of Aircraft Sale
- II) Prices shall be comprised filled, and any alterations necessary due to errors, etc., shall be initialed by the bidder.
- III) Except as otherwise expressly provided, the rate and amounts entered in the Financial Bid shall be the rates at which the buyer shall be paid to the seller.
- IV) The whole cost of complying with the provisions of the Contract shall be included in the items provided in the financial bid.
- V) The prices and amount shall be entered against each item in the financial bid. Any item against which no rate or price is entered by the bidder will not be paid for by Ariana Afghan Airline and shall be deemed covered by the prices for other items in the Financial Bid.
- VI) The bidder shall be deemed to have obtained all information which may affect the bid price.

4- Aircraft Sale Price:

Form of Aircraft sale (MSN)

Description	unit	Price
Aircraft sale Price	USD	(In Figures) (In words)

5- Product / Spare Support Package:

The Seller should provide the details of product support package (if any) on separate sheet/s.

6- Any other Terms:

The Seller should provide the details of any other relevant terms if applicable.



Annex – (VI)

Form of Contract Agreement:

This Contract Agreement (Hereinafter Called the “Agreement”) made on the _____ day of _____ month 2021 between Ariana Afghan Airline (hereafter called the Ariana Afghan Airline) of the one part and _____ (hereafter called the “Seller”) of the other part.

WHEREAS Ariana Afghan Airline is desirous that certain _____ (MSN #s _____) should be provided by the Seller and has accepted a bid by the Seller for execution.

NOW this Agreement witnessed as follows:

- 1- In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2- The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this agreement.
 - I) **The Contract Agreement**
 - II) **The Letter of Acceptance**
 - III) **The completed form of bid**
 - IV) **The Special Conditions of the Contract**
 - V) **The General Conditions of Contract**
 - VI) **The Technical Bid**
 - VII) **The Completed Financial Bid**
 - VIII) **Integrity Pact**
 - IX) **Aircraft Desktop and visual inspection Check List**
- 3- In consideration of the payments to be made by Ariana Afghan Airlines to the Seller as hereinafter mentioned, the Seller hereby covenants with Ariana Afghan Airline to provide the Aircraft in accordance with the provisions of the Contract.
- 4- Ariana Afghan Airline hereby covenants to pay the Seller, in consideration of the execution and completion of the Contract, such as may becoming payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5- In witness whereof the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Seller

Signature of Ariana Afghan Airlines

.....
(Seal)

.....
(Seal)

Witness:

Witness:

.....

.....

(Name, Title and Address)

(Name, Title and address)



Annex- VII

Ariana Afghan Airlines Delivery Conditions:

1) 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 CPCP, 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.

2) 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.

3) 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.

4) 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.

5) 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. Seller 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.

6) 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.

7) 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.

8) 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

9) 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.

10) 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.



11) 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.

12) Records:

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



Annex (VIII)

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 (IX)

Aircraft Desktop and visual inspection Check List:

Description	Required Information	Remark
The seller must confirm the availability and non-availability of the documents and items mentioned in the table with the word of (YES) and (No)		
Description	Required Information	Remark
General Information		
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		
Original Delivery Documents From Manufacturer		
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		
Aircraft Manuals/Books		
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		
Statements, Approval, Equipment List		
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		
Certificates Previous Operator		
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)		
Certificates Current Operator		
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		
Landing Gear RH MLG		
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		
Landing Gear LH MLG		
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		
Landing Gear NLG		
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		
Airplane Records		
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)		
Engine # 1 Records		
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		
Engine # 2 Records		



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		
APU Records		
APU Type		
APU TSN		
APU CSN		
APU Last Shop Visit Mini Pack		
APU LLP Status		

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.