



داریانا افغان هوایی شرکت
ARIANA AFGHAN AIRLINES



Administration and Service Directorate



Document Name	Electronic procurement-Standard bidding Documents-SBD
Description of services	AIRCRAFT ON ACMI BASIS
Period of contract	6 Months
SBD Announcement Date	16-Jun-2021
SBD Closing Date	19-Jun-2021
SBD Closing Time	09:00 AM Kabul time



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To: Ariana Afghan Airline

1- To whom it may concern,

Referring term and conditions mentioned in this tender document, we hereby request you to accept our offer regarding charter of the narrow body aircraft with minimum capacity of (150 – 160 seats) seats transferring Ariana Afghan Airlines Passengers from Kabul to the destinations which is available in Ariana website (<https://www.flyariana.com/>)

It is respectively confirmed that this company has accepted and agreed upon terms and requirements reflected in your (Electronic procurement-SBD (**AIRCRAFT ON ACMI BASIS**)).

We acknowledge this is an official engagement into the process and we will not withdraw our offer up to end of the validity time.

Best regards,

Name of Bidders Representative: -----

Signature: -----

Stamp: -----

Date:



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2- Instruction to Tenderers

- 2-1 Ariana Afghan Airlines has a budget allocation for the ACMI – (Allowed options: Dry-Dump or wet lease) of TWO aircraft which is described in technical specification part K for reference of bidders/ tenderer.
- 2-2 Your offer, must be send to the following email address before closing date techsupply@flyariana.com
- 2-3 Tenderer must not disclose prices to other parties at all.
- 2-4 Any offer received later than the scheduled time will be rejected. The (Electronic procurement-SBD) must be sent with complete requested information and documents.
- 2-5 Tenderers must sign all pages of (Electronic procurement-SBD) and quoted prices.
- 2-6 All prices and offered conditions must be valid for a period of *thirty (30) days* from the closing date of the (Electronic procurement-SBD) announcement.
- 2-7 The (Electronic procurement-SBD) must be completed and signed by an authorised representative of the Lessor.
- 2-8 Tenderers may request for clarification on (Electronic procurement-SBD) via email address techsupply@flyariana.com cc to head.procurement@flyariana.com
- 2-9 Clarification is possible through introduced email IDs only.
- 2-10 -Tenderer may quote prices as per requested format in specified part of (Electronic procurement-SBD) and or in separate sheet.
- 2-11 Tenderers *are allowed* to submit alternative bids.
- 2-12 There *is no need* for bid security for this tender. Acceptance of this (Electronic procurement-SBD) shall act as Declaration Letter.
- 2-13 The winner company *must provide* performance guarantee as specified in (Electronic procurement-SBD).
- 2-14 In the case of any arithmetical discrepancy between the Unit Rate and the Total Amount quoted, then the Unit Rate of this document shall prevail both for the evaluation of offers and for the subsequent ACMI contract .
- 2-15 The currency of SBD is USD.
- 2-16 Depending on the final requirement, the required flight hours shown may increase.
- 2-17 The evaluation of offers is conducted as per articles 23th-27th of Ariana procurement procedure.
- 2-18 The lessee is not bound to accept the lowest offer and reserves the right to accept or reject any or all the offers without assigning any reason whatsoever to tenderers.
- 2-19 Base will be Kabul Afghanistan
- 2-20 Aircraft must not be due for any heavy or major checks close or during lease Operation period.
- 2-21 Additional documents may be provided upon request of Ariana during evaluation process.

3- SUBMISSION GUIDELINE

- 3-1 The tenderers are required to submit offers electronically through below mentioned email ID. Your offer, must be send to the following email address before closing date techsupply@flyariana.com
- 3-2 Tenderers may be submitted also in hard copy to Ariana Head office (Post Box 76) in Share Naw, Kabul- Afghanistan.

4- EVALUATION CRITERIA OF OFFERS

- 4-1 -The evaluation criteria's of offers are defined as below. The tenderers are required to prove having general experience and similar experience in accordance with following criterions:
 - a- Offer shall be responsive to the requirement of (Electronic procurement-SBD) and technical specifications
 - b- At least one similar contract is required.
 - c- Annual total experience in the similar project is required.
- 4-2 -Tenderers shall attach supporting documents responsive to above criteria's. Tenderers may submit financial proposal along with these supporting documents and singed (Electronic procurement-SBD) in one scan copy and one original copy. The original documents may be collected from tenderer after opening deadline.
- 4-3 -The evaluation of a (Electronic procurement-SBD) will exclude and not take into account:
- 4-4 -If an offer is not substantially responsive, it shall be rejected by the Lessee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.



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- 4-5 -No negotiation shall be held with the lowest or any other Tenderer so the bidder should mentioned final price including all type of discounts.
- 4-6 -A bidder shall not be required, as a condition for award, to undertake major responsibilities not stipulated in the (Electronic procurement-SBD).
- 5- GUARANTEES**
- 5-1 The lessor must provide valid performance bank guarantee as follow.
- 5-2 *10-percent of contract amount upon contract signature to Ariana.*
- 5-3 *Provide bank guaranty equal to the advance payment invoice or Provide security deposit in escrow account.*
- 5-4 -Any failure at contract implementation, weak performance and breach of contract terms by lessor will result to fortify the bank guarantee and debarment in Afghanistan.
- 6- CONTRACT DOCUMENT**
- 6-1 -Tenderers are encouraged to submit draft contract format along with (Electronic procurement-SBD) to Ariana. This is not mandatory and has no effect on evaluation result.
- 6-2 -Ariana will inform the successful lessor through a written letter for contract award notice. The contract award information will be published in relevant websites by lessee.
- 6-3 -The contract type is **AIRCRAFT ON ACMI BASIS** leasing which stands for Aircraft, Crew, Maintenance and Insurance
- 7- ADVANCE PAYMENT**
- 7-1 -The lessor may request for an advance payment up to *20% of contract amount*. The advance money is only provided to lessor against equal bank guarantee submitted to Ariana.
- 8- PAYMENT TERMS**
- 8-1 -The total payment to lessor are paid in **four** equal instalments. Once the invoice is submitted by the lessor, Ariana is responsible to transfer the fund within 10 days to specified bank account reflected in contract document.



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9- ARIANA Afghan Airlines obligations

- 9-1 -Ariana shall pay to the lessor [x] in respect of the Services set out in article 15-1 ("Charter Price").
- 9-2 -Ariana shall have the right to cancel a Flight or Flights in the event of any Force Majeure event outside the control of Ariana that makes arrival at the departure location or the destination unsafe or impractical for at least 25% of the passengers, provided Ariana provides prompt notice thereof to Lessor and all monies paid in advance shall be refunded, and Ariana shall have no further liability to Lessor or otherwise.
- 9-3 -In case of cancellation of a Flight or Flights by Ariana without cause of Force Majeure, Ariana shall have no liability provided that at least forty-eight (48) hours'
- 9-4 -notice is given to Lessor prior to the Flight or Flights, and where such notice is less than forty-eight (48) hours before the Flight or Flights, Ariana shall pay an amount equal to 50% of the agreed upon out-of-pocket costs which was incurred by Lessor in respect of ground handling, maintenance, airport fees, over flight and Enroute charges, and crew expenses.
- 9-5 -Ariana shall be advised by Lessor of the reasons underlying any decision of the captain of an Aircraft which has a materially adverse effect on a Flight within five hours of such decision or, in the event that the decision was made for reasons beyond lessor reasonable control, as soon as reasonably practicable.
- 9-6 -With the exception of: (a) payment of the Charter Price, and (b) reasonably necessary obligations regarding provision of information regarding passengers and baggage; no obligation may be imposed on Ariana.
- 9-7 -All chartered Aircraft shall be used exclusively for Ariana. No passengers or cargo of any other party shall be permitted.

10- LESSOR Services and obligations

- 10-1 Lessor shall provide the Charter Services to Ariana as set out in SBD
- 10-2 Lessor shall provide performance guaranty from an National Bank and should be verified by National Bank in Afghanistan with amount of 10 percent of total contract value before signing of the contract. If the lessor is not able to perform the operation, the performance guarantee will be confiscated by AAA.
- 10-3 Lessor shall provide the Aircraft at the commencement of each Flight properly manned, equipped and fueled for the period of the charter;
- 10-4 Lessor shall operate each Flight in accordance with SBD as well as signed agreement terms and conditions for the sole use and benefit of Ariana;
- 10-5 Lessor shall provide any special equipment, materials, accessories and services and facilities necessary to prepare for and fulfil its responsibilities under the SBD as well as signed agreement terms and conditions;
- 10-6 Lessor shall obtain and maintain (or procure that there is obtained and maintained) in full force and effect all necessary certificates, licenses, permits and authorizations required for the use and operation of the Aircraft, including, without limitation, an air operator's certificate, an unrestricted certificate of airworthiness with respect to the Aircraft and such certificates of maintenance;
- 10-7 Lessor shall ensure that the Aircraft is used, operated and controlled in accordance with all applicable laws affecting the Aircraft in any jurisdiction in which it is operating and in accordance with all certificates, licenses, permits, authorizations and registrations relating to the Aircraft, and regardless of upon whom any of the same are by their terms imposed, and so as not to invalidate any manufacturer's warranties;
- 10-8 Lessor shall ensure that the Aircraft will not be used for any purpose for which it is not designed or reasonably suited, or outside the tolerances and limitations for which the Aircraft was designed and will be operated in accordance with its manuals and technical records;
- 10-9 Lessor shall ensure that the Aircraft will not be used for any purpose or in any manner not fully covered by the insurances for the Aircraft, or outside any geographical limit imposed by such insurances, or for any illegal purpose or in an illegal manner;



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- 10-10 Lessor shall maintain, service, repair and overhaul the Aircraft in accordance with the applicable approved maintenance program for aircraft of the same make and model of the Aircraft;
- 10-11 -Lessor shall comply with the applicable manufacturer's maintenance, component maintenance or structural repair manuals and corrosion prevention programs so as to comply with all mandatory modifications, airworthiness directives, service bulletins and similar requirements applicable to the Aircraft;
- 10-12 -Lessor shall provide a certificate of airworthiness for the public transport of passengers and any other such persons as necessary to operate the Flights;
- 10-13 -Lessor shall Have the insurance specified in clause **Error! Reference source not found.** prior to the start of and throughout the provision of the Charter Services, and provide a Certificate of Insurance evidencing such cover to Ariana on request;
- 10-14 -Lessor shall be bound by the publicity and confidentiality obligations
- 10-15 -Lessor shall not assign, delegate or subcontract the Charter Services to any other carrier without Ariana's prior written approval, which may be withheld for any or no reason.



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- 10-16 -Lessor shall in all respects be responsible for the flight crew used in performance of the Charter Services. For the avoidance of doubt, nothing in SBD is intended to or shall create any employment relationship between Ariana and such persons. Ariana agrees that all ground and operating personnel, including cabin staff, shall be the servants and agents of Lessor and shall be authorized to take orders only from Lessor unless otherwise agreed with Ariana in writing. In the event of any dissatisfaction with the performance of any such flight crew member, Ariana shall report it to Lessor and the parties shall in good faith seek to resolve the issue without delay.
- 10-17 Lessor shall notwithstanding anything to the contrary, in the event that Lessor does not have the required insurance to operate Flights, then Ariana shall have the right, in its absolute discretion, to cancel all affected Flights by notice thereof to the lessor. In the event that Ariana cancels any Flight(s) in accordance with this clause, then all monies paid in respect of such Flight(s) pursuant to this SBD shall be refunded, and Ariana shall have the right to recover from Lessor as a direct loss any costs it incurs in obtaining a substitute aircraft for the affected Flight(s).
- 10-18 Lessor may substitute the contract Aircraft if it becomes unavailable or unserviceable for reasons beyond lessor reasonable control, provided the replacement aircraft meets the requirements set out in the SBD and is no less than equivalent to the contract Aircraft.
- 10-19 -Any costs incurred by Lessor in obtaining such substitute aircraft will be borne by Lessor up to a limit of 150% of the applicable portion of the original charter price for the affected Flight(s).
- 10-20 -In the event that Lessor is unable to find a suitable substitute aircraft within a reasonable time or at an additional cost of over 150% of the portion of the original price, Lessor shall notify Ariana forthwith and Ariana shall have the option to charter the alternative aircraft provided that, if it so elects, it shall pay to Lessor such additional costs upon demand.
- 10-21 -In the event that either Lessor is unable to find a suitable substitute aircraft within a reasonable time, or Lessor finds an alternative aircraft but only at an additional cost of over 150% of the applicable portion of the original charter price for the affected Flight(s) which Ariana does not elect to charter, Lessor shall refund to Ariana such part of the charter price previously paid by Ariana as relates to the affected Flight(s) and Lessor shall thereupon be under no further obligation to Ariana in relation to the affected Flight.
- 10-22 -Lessor shall not be permitted to exclude or limit by contract or notice its liability to passengers in respect of:
- 10-23 Death of or injury to crew members and any individual(s) carried on the Aircraft at lessor' discretion, or other personnel of Lessor while acting in connection with the performance of this SBD as well as signed agreement terms and conditions, and loss of or damage to their property;
- 10-24 -Death of or injury to persons, and loss of or damage to property, caused by the Aircraft during the performance of this SBD as well as signed agreement terms and conditions or any part thereof; and
- 10-25 -Loss or damage to baggage, cargo, or mail and bodily injury to passengers to be carried on the Flight(s) under this SBD as well as signed agreement terms and conditions unless such loss, damage, death, or injury is caused by the willful misconduct or gross negligence of Ariana.
- 10-26 -Lessor shall not be permitted to exclude any liability arising out of breach of contract or the operations of applicable law in respect of any third party claims against Ariana and, save to the extent that any such claim is due to Ariana's willful misconduct, shall indemnify and hold Ariana harmless in respect thereof.
- 10-27 The payment schedule may be subject to change in minor at contract preparation stage.
- 11- TAXATION**
- 11-1 -The payment to lessor is subject to *BRT* tax as per rule and regulation of Afghanistan.
- 12- DELIVERY AND BACK-UP AIRCRAFT**
- 12-1 -The lessor must make sure that the aircraft will be available to Ariana after signing of the contract and upon request in Kabul. In case aircraft is not provided or available or faces technical problems, the lessor must provide another aircraft with equal or higher capacity within next *24 hours*.



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13- CONFIDENTIALITY

- 13-1 -All Information relating to the examination, evaluation, comparison, and qualification of tenders, and recommendation of contract award, shall not be disclosed to tenderers or any other persons not officially concerned with such process until publication of the contract award.
- 13-2 Any effort by a tenderer to influence the lessee in the examination, evaluation, comparison, and post-qualification of the tender or contract award decisions may result in the rejection of its offer subsequently followed by other legal actions including debarment.

14- MINIMUM ACCEPTABLE SPECIFICATION OF THE AIRCRAFT

- 14-1 -The lease aircraft for Ariana Operation should meet the following criteria:

Ariana Afghan Airlines	Responsibility of the supplier		
General Criteria	Yes	No	If no what is the alternative
ACMI rate to be advised by lessor including periderms allowed options: Dry, Dump OR wet lease			
Minimum Monthly Guarantee Block Hours (MGH):200 B Hours			
Lease Duration: Minimum 6 Months.			
Standard Economic configuration LOPA			
Advance Payment Allowed against Bank Guarantee or security deposit in Escrow account.			
Flight cycles ratio: Preferably 1			
Base will be Kabul.			
Regulatory compliance with ESA/FAA			
Technical Check List and certificates			
Has valid AOC? If yes please provide copy of the AOC.			
Has valid certificate of registration? If yes please provide copy.			
Has valid Certificate of registration? If yes please provide copy.			
Has valid certificate of insurances? If yes please provide copy.			
Has valid radio License? If yes please provide copy.			
Has valid Noise certificate? If yes please provide copy.			
Is the Aircraft equipped with 7.1 TCAS? If yes please provide copy.			
Is the Aircraft equipped with GNSS/GPS? If yes please provide copy.			
Is the Airline have IATA Registration Code? If yes please provide copy.			
Aircraft must not be due for any heavy or major checks during contract period. For tractability purpose please provide copy of the CRS of last Heavy Check.			
Provide Technical Specification and General Aircraft Datasheet.			

15- PRICE QUOTATION:

Lessor Stamp

SBD Process supported by Ariana Net e procurement system



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15-1 -The LESSOR IS TO FILL OUT BELOW TABLE FOR THE PURPOSE OF FINANCIAL EVALUATION. THE PRICES ARE CONFIDENTIAL BEFORE AND AFTER BID SUBMISSION:

Type of Contract	QTY	AIRCRAFT ON ACMI BASIS				
Type of the Aircraft	UOM	Seat Configuration	Fuel Consumption Per hours	MGH	Net-Price per Block Hour (USD) crew per-diem	Total cost
Narrow body Aircrafts	1 UNIT	150 – 160 seats		200 BH		

If you accept the terms and conditions of the SBD Please completely sign and stamp all pages of SBD accordingly.
Please attach supporting documents of your offer.
Alternative bid and procurement by items will be allowed.

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Name of Bidders Representative:

Signature:

Stamp:

Date: