

ISLAMIC EMARATES OF AFGHANISTAN

ARIANA AFGHAN AIRLINES

Standard Request for Quotation DOCUMENTS (RFQ)

FOR (RESTORATION OR EXCHANGE OF A310 HEAT PACKS) SERVICE PROVIDER



Document Name	RESTORATION OR EXCHANGE OF A310 HEAT PACKS (SRFQ)
Description of services	RESTORATION OR EXCHANGE OF A310 HEAT PACKS
RFQ Number	006-571-2
Bid Announcement Date	08.04.2023
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Section I - Instructions to Bidders

A. --General

1- Scope of Bid

1-1-Ariana Afghan Airlines is looking for reputable and experienced CAMO SYSTEM service provider SERVICE PROVIDER It is required that SERVICE PROVIDER shall have enough sources to run the related works in timely manner with expected standard quality.

2- Throughout this bidding document:

- A) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the RFQ, distributed or received through the electronic- system used by the Ariana Afghan Airlines) with proof of receipt;
- B) Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day.
- C) The winning bidder is expected to provide standard services with low price to Ariana
- D) SERVICE PROVIDER Means the company that it provides standard CAMO SYSTEM and analyses services.
- E) RFQ Means standard request for quotation.

3- Eligible Bidders:

A- licensed and experienced Service provider are eligible to apply.

B- Contents of Bidding Document

4- Sections of Bidding Document:

4-1-The bidding document consists of the following sections indicated below:

- I. Section I - Instructions to Bidders (ITB)
- II. Section II – Delivery and schedule of service
- III. Section III - Evaluation and Qualification Criteria
- IV. Section IV - Bidding Forms
- V. Section V - Fraud and Corruption
- VI. Agreement.

4-2-The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

5- Clarification of Bidding Document:

5-1-A Bidder requiring any clarification of the bidding document shall contact Ariana Afghan Airlines in writing at Ariana Afghan Airlines ’s address specified in the RFQ. Ariana Afghan Airlines will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids.

6- Amendment of Bidding Document:

6-1-At any time prior to the deadline for submission of Bids, Ariana Afghan Airlines may amend the bidding document by issuing addenda.

6-2-Any addendum issued shall be part of the bidding document and shall be also promptly publish the addendum on the Ariana Afghan Airlines ’s web page. Link: <https://www.flyariana.com/Corp/Tenders>

6-3-To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, Ariana Afghan Airlines shall extend, as necessary, the deadline for submission of Bids.

C- Preparation of Bids:

7- Cost of Bidding:

7-1-The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ariana Afghan Airlines shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

8- Language of Bid:

8-1-The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Ariana Afghan Airlines shall be written in English **language**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language.

9- Documents Comprising the Bid:

9-1-The Bid shall comprise the following:

- a) **Signed and stamped RFQ:**
- b) **Alternative Bid:**
- c) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder.
- d) **Qualifications:** documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted.
- e) **Bidder's Eligibility:** documentary evidence establishing the Bidder's eligibility to Bid;
- f) **Conformity:** documentary evidence, that the Services conform to the bidding document; and any other document required **in the RFQ**.

10- Letter of Bid and Activity Schedule:

10-1- The Letter of Bid and pricing shall be prepared using the relevant Table furnished in RFQ. The Table must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11- Alternative Bids:

11-1- Unless otherwise indicated **in the RFQ**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Ariana Afghan Airlines.

11-2- Bidders are permitted to submit alternative technical solutions for specified parts of the Services.

12- Bid Prices and Discounts:

12-1- The prices and discounts (including any reduction in commission and increase in cargo price) mentioned by the bidder in the bid letter must comply with the requirements listed below.

12-2- The bidder must quote any discount for Commission of passenger Ticket per Passenger and increase for Cargo price per KG and indicate the methodology for their application in the Letter of Bid

12-3- The Bidder shall fill in, Price Table for the Passenger and Cargo described in the Table of Specifications.

13- Pre-Bid meeting:

13-1- The pre bid meeting will be manage based on official email request of the bidder by using conference call before the bid submission date as mentioned on the cover page of RFQ.

14- Currencies of Bid and Payment:

14-1- The currency of the Bid and the currency of payments shall be the same. and is USD.

15- Documents Establishing Conformity of Services:

- 15-1- To establish the conformity of the Services to the bidding document, the Bidder shall provide valid certificate and their company quality manual and procedure with the copy of ISO certificate.

16- Documents Establishing the Eligibility and Qualifications of the Bidder:

- 16-1- To establish Bidder's their eligibility, Bidders shall complete the Letter of Bid, included, Bidding Forms.
- 16-2- The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Ariana Afghan Airlines 's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 16-3- Based on RFQ Terms and condition all Bidders shall provide, and fulfill the Bidding Forms, with a preliminary description of the proposed methodology, and work plan.

17- Period of Validity of Bids:

- 17-1- Bids shall remain valid until the date specified in the RFQ or any extended date if amended by the Ariana Afghan Airlines. A Bid that is not valid until the date specified in the RFQ, or any extended date if amended by the Ariana Afghan Airlines, shall be rejected by the Ariana Afghan Airlines as nonresponsive.
- 17-2- In exceptional circumstances, prior to the date of expiration of the Bid validity, the Ariana Afghan Airlines may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.

18- Bid Security:

- 18-1- There *is no need* for bid security for this Project. Acceptance of this RFQ shall act as Declaration Letter.

19- Format and Signing of Bid:

- 19-1- The Bidder shall send the documents comprising the Bid as described in RFQ, to the email address specified on RFQ. In the event of discrepancy between printed documents and email attachments, the email and their attached documents which will be in PST file shall prevail.
- 19-2- Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19-3- Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 19-4- The original and all copies of the Bid shall be typed and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the RFQ and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

D- Submission and Opening of Bids:

20- Sealing and Marking of Bids:

- The Bidder shall send the Bid only to the following email address
- quotation-box@flyariana.com The bidder should not send his bid without the address introduced to other addresses of the company.
- In order to consider the confidentiality and premature readout of the offer, the bidder should not send his bid to other addresses of the company without the introduced address. Otherwise, it will be the responsibility of the sender of the Bid.

21- Deadline for Submission of Bids:

- 21-1- Bidders have only one option for the submitting their Bids which is by email only.
- 21-2- Bidders should consider the size of the attachments and if the size of the attachments was more than the allowed limit of the email, divide it into several parts and send them with separate emails under one title.
- 21-3- Ariana Afghan Airlines may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document, in which case all rights and obligations of the Ariana Afghan Airlines and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22- Late Bids:

- 22-1- Ariana Afghan Airlines shall not consider any Bid that arrives after the deadline for submission of Bids, Any Bid received by the Ariana Afghan Airlines after the deadline for submission of Bids shall be rejected.

23- Withdrawal, Substitution and Modification of Bids:

- 23-1- A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative.
- 23-2- No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

24- Bid Opening:

- 24-1- The Bid opening meeting will be held in the presence of the Bid opening committee members in accordance with the company's procurement procedures.
- 24-2- on the date and time specified in RFQ RFQ the e-mail box will be opened and all received bids will be downloaded in the tender box and will readout and printed.

E. Evaluation and Comparison of Bids

25- Confidentiality:

- 25-1- Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders.
- 25-2- Any effort by a Bidder to influence the Ariana Afghan Airlines in the evaluation or contract award decisions may result in the rejection of its Bid.
- 25-3- from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Ariana Afghan Airlines on any matter related to the Bidding process, it should do so in writing.

26- Clarification of Bids:

- 26-1- To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, Ariana Afghan Airlines may, at its discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices, and other information that the Ariana Afghan Airlines may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Ariana Afghan Airlines shall not be considered. The Ariana Afghan Airlines 's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Ariana Afghan Airlines in the evaluation of the Bids.
- 26-2- If a Bidder does not provide clarifications of its Bid by the date and time set in the Ariana Afghan Airlines 's request for clarification, its Bid may be rejected.

27- Deviations, Reservations, and Omissions:

- 27-1- During the evaluation of Bids, the following definitions apply:
 - A) "Deviation" is a departure from the requirements specified in the bidding document;
 - B) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - C) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

28- Determination of Responsiveness:

- 28-1- The Ariana Afghan Airlines 's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 12**.
- 28-2- A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Ariana Afghan Airlines 's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 28-3- Ariana Afghan Airlines shall examine the technical aspects of the Bid, to confirm that all requirements of **Section VII (TOR)**, Ariana Afghan Airlines 's Requirements have been met without any material deviation or reservation, or omission.

- 28-4-** If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Ariana Afghan Airlines and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29- Nonconformities, Errors and Omissions:

- 29-1-** Provided that a Bid is substantially responsive, Ariana Afghan Airlines may waive any nonconformities in the Bid.
- 29-2-** Provided that a Bid is substantially responsive, Ariana Afghan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29-3-** Provided that a Bid is substantially responsive, Ariana Afghan Airlines shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, Ariana Afghan Airlines shall use its best estimate.
- 29-4-** Provided that a Bid is substantially responsive, Ariana Afghan Airlines shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

30- Correction of Arithmetical Errors:

- 30-1-** Provided that the Bid is substantially responsive, Ariana Afghan Airlines shall correct arithmetical errors on the following basis:
- 30-2-** Provided that the Bid is substantially responsive, Ariana Afghan Airlines shall correct arithmetical errors on the following basis:
- A) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of Ariana Afghan Airlines there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
 - B) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - C) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30-3-** Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

31- Conversion to Single Currency:

- 31-1-** For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency which is **USD**.

32- Margin of Preference:

- 32-1-** A margin of preference shall not apply.

33- Evaluation of Bids:

- 33-1-** Ariana Afghan Airlines shall use the criteria and methodologies listed in this RFQ and, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be

permitted. By applying the criteria and methodologies, Ariana Afghan Airlines shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- A) substantially responsive to the bidding document.
- 33-2- In evaluating the Bids, Ariana Afghan Airlines will determine for each Bid the evaluated Bid cost and estimated benefit by adjusting the Bid price as follows:
 - A) price adjustment for correction of arithmetic errors.
 - B) price adjustment due to discounts offered.
 - C) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency.
 - D) price adjustment due to quantifiable nonmaterial nonconformities.
- 33-3- The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 33-4- Evaluation is based on the lowest commission on passenger tickets and the highest price of cargo delivery.

34- Comparison of Bids:

- 34-1- The Ariana Afghan Airlines shall compare the evaluated costs and estimated benefit of all substantially responsive Bids established to determine the Bid that has the lowest Offered commission per passenger and highest cargo price per KG evaluated cost.

35- Abnormally Low Bids:

- 35-1- An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 35-2- In the event of identification of a potentially Abnormally Low Bid, the Ariana Afghan Airlines shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 35-3- After evaluation of the price analyses, in the event that the Ariana Afghan Airlines determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Ariana Afghan Airlines shall reject the Bid.

36- Qualification of the Bidder:

- 36-1- The Ariana Afghan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria, Evaluation and Qualification Criteria.
- 36-2- The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.
- 36-3- An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Ariana Afghan Airlines shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

37- Ariana Afghan Airlines 's Right to Accept Any Bid, and to Reject Any or All Bids:

- 37-1-** Ariana Afghan Airlines reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bidders will notify by email.

38- Standstill Period:

- 38-1-** The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Business Days unless extended. The Standstill Period commences the day after the date the Ariana Afghan Airlines has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by Ariana Afghan Airlines, the Standstill Period shall not apply.

39- Notification of Intention to Award:

- 39-1-** The Ariana Afghan Airlines shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- A- the name and address of the Bidder submitting the successful Bid;
 - B- the Contract price of the successful Bid;
 - C- the expiry date of the Standstill Period; and
 - D- instructions on how to request a debriefing or submit a complaint during the standstill period.

F. Award of Contract

40- Award Criteria

- 40-1-** Ariana Afghan Airlines shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- A) substantially responsive to the bidding document.

41- Notification of Award

- 41-1-** Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, Ariana Afghan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award is also called the "Letter of Acceptance."
- 41-2-** The Contract Award Notice shall be published on the Ariana Afghan Airlines 's website with free access for at least 10 days.

42- Debriefing by Ariana Afghan Airlines:

- 42-1- On receipt of the Bidder's Notification of Intention to Award, an unsuccessful Bidder has two (2) Business Days to make a written request to the Ariana Afghan Airlines for a debriefing. The Ariana Afghan Airlines shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 42-2- Where a request for debriefing is received within the deadline, the Ariana Afghan Airlines shall provide a debriefing within three (3) Business Days, unless the Ariana Afghan Airlines decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Ariana Afghan Airlines shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 42-3- Where a request for debriefing is received by the Ariana Afghan Airlines later than the three (3)-Business Day deadline, the Ariana Afghan Airlines should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 42-4- Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs for debriefing meeting.

43- Signing of Contract:

- 43-1- Ariana Afghan Airlines shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.
- 43-2- The successful Bidder shall sign, date and return to the Ariana Afghan Airlines, the Contract Agreement within seven (7) days of its receipt.

44- Advance payment bank guarantee:

- 44-1- Within ten (10) days after receiving the acceptance letter from Ariana Afghan Airlines, the Bidder must Provide Bank guaranty letter equal to the amount that the company will request in advance
- 44-2- Failure of the successful Bidder to accept providing of advance payment bank guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Ariana Afghan Airlines may award the Contract to the Bidder offering the next Most Advantageous Bid.

Section II – Delivery and schedule of service

45- Background of Ariana Afghan Airlines:

Ariana Afghan Airlines is a State-Owned-Company operating in accordance with Afghan laws, Afghanistan Civil Aviation regulations, ICAO standards and recommendations, and IATA rules.

Ariana Afghan Airlines Co. Ltd is the oldest airline of Afghanistan and serves as the country's national carrier, established on 27th January 1955. ARIANA AFGHAN AIRLINES is rich in history and proudly offers their passengers a well-maintained air fleet, convenient routes, attractive prices, and the best of traditional Afghan hospitality.

In 1957 an agreement was negotiated between the Royal Afghan Government and the United States International Co-Operation Administration (ICA) to create a partnership with a leading American airline company. Ariana was reincorporated as a limited Liability Company with 51% of the shares owned by various entitles of the Afghan Government, and the remaining 49% acquired by Pan American World Airways. This partnership had two objectives - to operate the airline profitably and to train Afghan employees to eventually fulfil all operational and Management roles. This meant years of training and development, and to a major extent, both objectives were accomplished.

Initially staffed with foreign pilots and mechanics when the airline first began, ARIANA AFGHAN AIRLINES 's major personnel is now comprised of local Afghan trained professionals.

The company used to be one of the popular carriers in the region as well as in the world with flights to most of the countries in the world including USA. However, past decades' war has adversely impacted Ariana Afghan Airlines and hindered company's competitive position in the air travel market. Nonetheless, Afghanistan is now making a new star after decade of disastrous years of conflict with the support of country leadership and international community.

Currently, with base at Kabul International Airport (KIA)-Kabul, ARIANA AFGHAN AIRLINES operates domestically and provides international linkages to countries such as China, India, Russia, Saudi Arabia, United Arab Emirates and Turkey.

Approved By: -

Signature: -----

Section III - Evaluation and Qualification Criteria

46- This section contains the criteria that the Ariana Afghan Airlines shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document and TOR. The Bidder shall provide all the information requested in the forms included in **Section IV**, Bidding Forms.

46-1- Evaluation:

46-2- The bidder must have a valid certificate to provide the requested services. (Mandatory)

46-3- The bidder must have an updated Quality manual. (Mandatory)

46-4- The bidder must accept the terms of RFQ and signed and stamped the RFQ.(Conditional)

47- Qualification:

All Bidders shall include the following information and documents with their Bids:

- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b) copy of Similar contract

Section IV- Bidding Forms

48- Letter of Bid:

- **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued;
- **Eligibility:** We meet the eligibility requirements and have no conflict of interest.

We and any of our subcontractors:

- (i) have not been subject to disqualification by the Bank for non-compliance with obligations.

(ii) [had been subject to disqualification by the Bank for non-compliance with obligations.
An arbitral award on the disqualification case has been made in our favor.]

- **Conformity:** We offer to provide the CAMO SYSTEM and analyses Services in conformity with the bidding document and TOR.
- **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Delivery & Pricing for (RESTORATION OR EXCHANGE OF A310 HEAT PACKS

- **Services**

RESTORATION OF A310 HEAT PACKS	PER HEAT PACK		
Pricing			
EXCHANGE OF A310 HEAT PACKS			
Pricing			

If above table does not match the pricing standard for mentioned services you can add your own table in this RFQ and provide detailed comments as well.

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

Suspension and Debarment:

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

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

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

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

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

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

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

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law

7. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.*]

Qualification Information

1- Individual Bidders:

1. Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

2. Total annual volume of Services performed in (3) years, in the internationally traded currency specified in the RFQ: *[insert]*

Services performed as prime SERVICE PROVIDER on the provision of Services of a similar nature and volume over the last (3) years. The values should be indicated in the same currency used for Item 1.2 above

2-Additional Requirements:

- Bidders should provide any additional information required in the RFQ .

52- Work Plane and flow chart schematic

work plan and work flow chart schematic, should be prepared by the bidder

Section V - Fraud and Corruption

The bidder shall sign and stamp this Form of Integrity Pact which is a mandatory requirement of Ariana Afghan Airlines. Failure to comply with this requirement shall result in automatic rejection of the bid.

53- Integrity Pacts:

{Name of SERVICE PROVIDER Service Provider Company} 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 SERVICE PROVIDER Service Provider Company} 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 SERVICE PROVIDER Service Provider Company} 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 SERVICE PROVIDER Service Provider Company} 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 SERVICE PROVIDER Service Provider Company } 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 SERVICE PROVIDER Service Provider Company } 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 SERVICE PROVIDER Service Provider Company

{Name, Title and address)

Official Seal

**Section VI: AGREEMENT
BETWEEN SERVICE PROVIDER AND ARIANA AFGHAN AIRLINES**

THIS AGREEMENT

DATED

BETWEEN

SERVICE PROVIDER

AND

ARIANA AFGHAN **AIRLINES** WHOSE REGISTERED OFFICE IS AT Shar-e-Naw Shaheed square KABUL - AFGHANISTAN (THE 'USER')

WHEREAS

(1) THE **SERVICE PROVIDER** agreed to supply CAMO SYSTEM Analysis Services to the

USER

- (2) THE USER wishes to receive the Services in accordance with this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS.

1.0 CONTRACT DOCUMENTS

The following schedules are incorporated herein and form a part of this Agreement:

Schedule I — Delivery and Payment Schedule

- 1.0.1 Schedule(s) II — Relevant Product & Service Specifications
- 1.0.2 Schedule III — Monitored Aircraft & Configurations

- 1.1 In case of conflict between the terms and conditions incorporated in the body of this Agreement and those in the schedules, **the former** shall take precedence and prevail

DEFINITIONS

2.1 The following definitions shall apply to this Agreement:

2.1.1 "Monitored Aircraft Configurations" means the combinations of aircraft type and frame layout as defined in Schedule III

2.1.2 "Monitored Aircraft" means the aircraft for which the SERVICE PROVIDER provides the analysis service

2.1.3 "Start Date" means such a date as may be subsequently and mutually agreed between USER and SERVICE PROVIDER

2.1 4 "Supported Operators" means '**Ariana Afghan Airlines** 'only

2.1.5 "Setup Fee Per Aircraft" means one time cost of setup.

- 2.1.6 "Per Aircraft Monthly Fee" means, the agreed amount of a month
- 2.1.7 "Monthly Fixed Fee" means, the agreed amount of a month
- 2.1.8 "Hourly Investigation Rate" means the agreed amount per hour.
- 2.2 The following, general definitions shall apply to this Agreement:
- 2.2.1 "Agreement" means this Agreement including the schedules thereto as originally executed or as it may be amended as agreed in writing between the parties.
- 2.2.2 "Frame layouts" means the information that defines the method by which the flight-data of USER (in its recorded, binary format) may be translated back into the 'engineering \values' that data represents.
- 2.2.4 "Proprietary Information" means this Agreement and all other information or other material, oral, written or electronic disclosed (by any means and whether directly or indirectly) by one party to the other that: the disclosing party deems proprietary and confidential and has either marked as such or has indicated as such to the receiving Party; or
relates to the disclosing party's products, operations, processes, business, customers or market opportunities.
- "Intellectual Property" includes patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off.
- 2.2.5 "USER Group" means the USER and any holding company of the USER and any subsidiaries of such holding company from time to time
- 2.2.6 "Nominated Bank Account" means Account Name: 'of Service provider

Bank Address:

- 2.2.7 "Aircraft Operations Manuals" means the information provided by the USER to the SERVICE PROVIDER in connection with this Agreement and that explains and/or defines the various systems and preferred operating practices for aircraft. Such information may be published by the aircraft manufacturer, USER or a third party.
- 2.2.8 "Party" means SERVICE PROVIDER or USER and "Parties" means both of them
- 2.2.9 "Services" means all the consultancy, maintenance or similar support work to be supplied by SERVICE PROVIDER to USER as specified in Schedule 1.
- 2.2.10 "Software" means all copies of computer programs and files and associated support documentation (including but not restricted to user-guides and instruction manuals) to be supplied by SERVICE PROVIDER to USER as specified in Schedule I and including any upgrades, updates, releases, new versions and corrections thereof provided by SERVICE PROVIDER hereunder.
- 2.2.11 "Working Day" means Monday to Friday and shall exclude English Public Holidays.
- 2.2.12 "Year" means any period of 12 months commencing on the date of this Agreement or any anniversary thereof.

INTERPRETATION

3-1-Clause headings are inserted for convenience of reference only and shall be ignored in this interpretation of this Agreement.

3-2-In this Agreement, unless the context otherwise requires:

- (a) references to Clauses and Schedules are to be construed as references to the clauses of, and schedules to, this Agreement and references to this Agreement include its Schedules;
- (b) references to "USER" and "SERVICE PROVIDER" or "Party" or "Parties" shall include their successors in title and to the extent allowed by the terms of this Agreement their assigns;

- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any State or agency thereof; and

references to any statute or statutory provisions includes any statute or statutory provisions which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

ENTIRE AGREEMENT:

- 4.1 This Agreement is the entire agreement between SERVICE PROVIDER and USER relating to the subject matter hereof. No prior agreements, understandings or representations written, verbal or otherwise shall be of any effect.
- 4.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to either Party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.
- 4.3 Nothing in clauses 4.1 or 4.2 shall operate to exclude liability for fraud.
- 4.4 This Agreement may be modified only by a further written Agreement dated subsequent to this Agreement and signed by the Parties duly authorized representative.
- 4.5 This Agreement shall apply to any updates, modifications or supplements to the Products and Services unless otherwise agreed between the parties.
- 4.6 Nothing in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall be deemed as a commitment to engage in any future dealings between the parties save as expressly set out in this Agreement nor as a limitation upon either party's right to enter into similar discussions or perform similar work to that undertaken pursuant hereto so long as said discussions or work do not violate this Agreement.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 5-1- Except if required by a valid law or regulation imposed by a government authority having relevant jurisdiction, neither Party shall disclose any Proprietary Information and the USER shall not disclose any information regarding the Products, to any third party or make the same available to the general public without the prior written consent of the other Party. Any such disclosure shall be considered a fundamental breach of this Agreement.
- 5-2- To avoid disclosure of Proprietary Information supplied to it by the other Party each Party shall apply the same degree of care, and not less than reasonable care, as it employs with respect to its own Proprietary Information.
- 5-3- Proprietary Information shall lose its status as Proprietary Information if, and as of the date when, it becomes part of the public domain through no wrongful act of the receiving Party, is rightfully disclosed to the receiving party without restriction by a source other than the disclosing Party, or is developed by the receiving Party entirely independently of any disclosure hereunder.
- 5-4- Each Party agrees that upon expiration or termination of this Agreement it shall not make any further use of Proprietary Information supplied to it by the other Party without the prior, written consent of the disclosing Party and, at the request of the disclosing Party shall destroy or return to the disclosing Party all Proprietary Information of the disclosing party in such party's possession or control.
- 5-5- USER declares that any technical information (including but not restricted to Frame Layouts and Aircraft Operations Manuals) that it supplies or has supplied to SERVICE PROVIDER may be used freely by SERVICE PROVIDER for the purpose of complying with its obligations under this Agreement only, it being understood that such technical information shall otherwise remain Proprietary Information within the meaning of this Agreement.
- 5-6- Specifically, and except where granted prior written consent by USER, SERVICE PROVIDER may not publicize or otherwise disclose to any third party any information in respect of operational activities of the USER (including but not restricted to flight frequency or routes).
- 5-7- Specifically, and except where granted prior written consent by USER, SERVICE PROVIDER may not publicize or otherwise disclose to any third party any information identifying abnormal operational events experienced by USER.

- 5-8- Each Party shall only use the Proprietary Information of the other for the performance of its obligations or the exercise of its rights granted under this Agreement.
- 5-9- Except where expressly provided otherwise under this Agreement, the latter and its content are as confidential as Proprietary Information hereunder.

PUBLICITY

- 6.0 Subject to clause 5, either Party may publicize its relationship with the other as set out in clauses 6.2 and 6.3 but neither may make claim to represent the other's business, intent or opinions unless so authorized, in writing by the other Party, prior to making any such claim.
- 6.1 SERVICE PROVIDER may state publicly that USER has purchased the Services and may name the numbers and types of aircraft involved, but not further or otherwise without the prior approval of the USER.
- 6.2 Subject to the prior approval of SERVICE PROVIDER (not to be unreasonably withheld), USER may state publicly that it has purchased the Products from SERVICE PROVIDER.
- 6.3 Without prejudice to clause 5, from time-to-time SERVICE PROVIDER may wish to pass contact details for USER on to prospective customers of SERVICE PROVIDER with the intent that these prospective customers may wish to contact USER with a view to obtaining an informal reference as to the suitability of the Products and of SERVICE PROVIDER as a supplier for their particular requirements. SERVICE PROVIDER undertakes not to pass contact details for USER on to prospective customers of SERVICE PROVIDER pursuant to this clause 6.4 without first obtaining the written permission of USER (email acceptable for this purpose).
- 6.4 Either Party may use the other's official trading name(s) and logo on promotional material only (including but not restricted to websites and marketing material) as provided in this Clause 6.5, subject to the prior written consent of the other Party and subject to any conditions or restrictions specified as part of such consent. Notwithstanding the grant of any such consent, both Parties undertake to remove the other's trading name(s) and logo from any such material as soon as is practicably possible upon the other's written request.

INVOICING AND PAYMENT

- 7.0 In full consideration of the LICENCE, the Services and material supplied by SERVICE PROVIDER, USER shall pay SERVICE PROVIDER the amounts and, in the manner, specified in Schedule I.
- 7.1 SERVICE PROVIDER shall deliver to the USER its invoices in accordance with the terms of Schedule I. USER shall pay all such invoices by electronic or telegraphic transfer to the Nominated Bank Account defined in this Agreement.
- 7.2 USER shall pay each properly prepared invoice within the periods defined in Schedule I or 30 days from the date of the invoice whichever is the shorter.

INTELLECTUAL PROPERTY AND TITLE

- 8.0 The Intellectual Property Rights to the Products are not transferable to USER or any other party under any circumstances whatsoever.
- 8.1 SERVICE PROVIDER reserves all rights not expressly granted to USER under this Agreement.
- 8.2 Nothing contained in the Agreement shall be construed as granting or conferring any patent, copyright, trademark or other proprietary rights from SERVICE PROVIDER to USER.
- 8.3 Title to all and any Software shall remain with SERVICE PROVIDER.
- 85 Title to the Frame Layouts and Aircraft Operations Manuals and all intellectual property rights owned or otherwise detained by USER shall vest and remain vested in the USER and USER shall indemnify SERVICE PROVIDER against each loss, liability and cost arising out of their use by either party.
- 8.6 With the exception of non-commercial safety organizations and the manufacturer(s) of the Licensed Aircraft Type(s) defined in Schedule I (to include their subsidiaries or sub-contractors) and then only where required for reasons of operational, engineering or safety management, USER AND SERVICE PROVIDER are expressly forbidden to make the results and output thereof available (by means including but not restricted to electronic copies, emails, screenshots and printouts) to any direct commercial competitor of SERVICE PROVIDER and USER.

- 8.7 With the exception of non-commercial safety organizations and the manufacturer(s) of the Licensed Aircraft Type(s) defined in Schedule I (to include their subsidiaries or sub-contractors) and then only where required for reasons of operational, engineering or safety management, USER AND SERVICE PROVIDER are expressly forbidden to publish or in any other way make the results and output thereof available (by means including but not restricted to electronic copies, emails, screenshots and printouts) to any party outside of its own organization or group without first obtaining the written consent of SERVICE PROVIDER and USER, such consent not to be unreasonably withheld or delayed.

WARRANTIES

- 9.1** SERVICE PROVIDER WARRANTS AND SHALL KEEP USER HARMLESS FROM ANY DAMAGES RESULTING THEREFROM, THAT THE PRODUCTS MAY BE USED FREELY BY USER UNDER THIS AGREEMENT.
- 9.2** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE FOR NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE PRODUCTS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONJUNCTION WITH ANY PROVISION OF THIS LEGAL AGREEMENT, EVEN IN THE EVENT OF THE FAULT TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SERVICE PROVIDER, AND EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.3** USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MIGHT ARISE EITHER DIRECTLY OR INDIRECTLY AS A CONSEQUENCE OF THE PRODUCTS BECOMING UNAVAILABLE THROUGH NO FAULT OF THE SERVICE PROVIDER.
- 9.4** SERVICE PROVIDER SHALL USE (AND PROCURE THAT ITS SUB-CONTRACTORS (IF ANY) USE) AND EXERCISE REASONABLE SKILL AND CARE AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

LIMITATION OF LIABILITY AND REMEDIES

- 10.0** SUBJECT TO CLAUSE 11.2, NOTWITHSTANDING ANY DAMAGES THAT USER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT

LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EACH PARTY UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LEGAL AGREEMENT AND THE EXCLUSIVE REMEDY AVAILABLE TO EITHER PARTY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY USER FOR PRODUCTS AND SERVICES UNDER THIS AGREEMENT DURING THE CALENDAR YEAR IN WHICH SUCH DAMAGES OCCURRED ONLY. THIS LIMITATION ON LIABILITY SHALL BE NULL AND VOID FOR ANY DAMAGES ARISING AS CONSEQUENCE OF PROVEN GROSS NEGLIGENCE OR PROVEN WILFUL MISCONDUCT.

- 10.1** THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

ASSIGNMENT

- 11.0** Neither this Agreement nor money due to SERVICE PROVIDER shall be assigned, in whole or in part by either Party, except with the prior written, express consent of the other Party (not to be unreasonably withheld or delayed). Except, in the case of the USER for any assignment to any company of the USER GROUP, any such act without such written consent shall be null and void
- 11.1** Either Party may withhold consent to any proposed assignment by the other Party pursuant to clause 14.1 where the proposed assignee is a direct commercial competitor of that other Party.

TERM OF AGREEMENT

- 12.0** This Agreement shall remain in full force for one year or until termination or cancellation in accordance with this Agreement.

TERMINATION AND CANCELLATION

- 13-1-** Without prejudice to any accrued rights or obligations as at the time of such termination, each Party shall have the right to cancel this agreement, without any penalty, as follows:
- 13-2-** if the other Party becomes insolvent and creditors seek relief from insolvency under any applicable law or make any assignment of this agreement to such creditors;
- 13-3-** if the other Party commits any material breach pursuant to the provisions of this

Agreement and where such breach is capable of remedy, fails to remedy such breach within thirty (30) days of a notice from the first Party specifying the breach and requiring its remedy.

- 13-4- USER and SERVICE PROVIDER may terminate this Agreement by written notice to each other at any time. The Parties shall notify each other within 14 days.
- 13-5- The user and the service provider can terminate this contract before 12 months from the beginning of the contract after clearing the accounts.
- 13-6- Upon termination or cancellation of this Agreement all clauses in respect of Proprietary Information shall remain in force for a period of five (5) years from the date of that cancellation.
- 13-7- On any termination or expiry of this Agreement, SERVICE PROVIDER shall provide such reasonable assistance as USER may request in order to migrate any of the USER's data held on or in relation to the Software to a replacement system or software specified by the USER. The USER shall pay the SERVICE PROVIDER a reasonable sum for such assistance on a time and materials basis at the SERVICE PROVIDER's then-current rates, to be agreed upon by the parties.

NOTICES

- 14-1- Notices and other communications required or permitted by this Agreement shall be in writing and may be delivered personally to an authorized representative of either Party, sent by courier, or sent by pre-paid registered or recorded delivery post to the addressee as follows.
- 14-2- SERVICE PROVIDER: Company Registered address
- 14-3- USER: Client Site address
- 14-4- All notices and other communications shall be in the English language.
- 14-5- Notices shall be deemed duly served, if sent by courier, when left at the address specified above or, if sent by post, two working days after posting.

WAIVERS

- 15- No waiver by either Party of any default or breach by the other Party of any provision of this Agreement will operate as to be deemed a waiver of any subsequent default or breach.

GOVERNING LAW AND JURISDICTION

- 16-1- During the contract negotiation process, the court will be selected by the contracting parties.

MINOR AMENDMENTS

- 17-1- At the request of USER and the agreement of the SERVICE PROVIDER, the Monitored Aircraft and/or the Monitored Aircraft Configurations may be varied. All amendments should be based on written approval of the parties

IN WITNESS WHEREOF this Agreement has been signed on behalf of the parties hereto the day and year first before written.

SERVICE PROVIDER:

By:

Name:

Title:

Date:

USER:

By:

Name:

Title:

Date:

ANNEX (I)

DELIVERY AND PAYMENT SCHEDULE

1-Definitions:

1.0 The same definitions apply as to the rest of this agreement.

2-Exclusions

2-1- The USER shall not request and SERVICE PROVIDER shall NOT supply as part of this Agreement any Product to USER that is not listed in the Delivery Schedule set out below (including but not restricted to Microsoft Windows", any computers, drives or other hardware).

2-2- SERVICE PROVIDER shall NOT supply as part of this Agreement any web service or similar as may be required to send emails or flight data. USER understands that they will need to obtain such a service from a third party (if not already in place).

3-Delivery & Pricing

3-1-SERVICE PROVIDER shall supply the following Products to USER for the indicated price and on or about the period(s) specified:

CAMO Software system specifications and acceptable criteria

CAMO Software must include the following modules:

- 1- **Basic information and specifications of Aircraft:**
 - Entry and storage of aircraft information and specifications.
 - Daily report of aircraft status (time of checks and flight hours).
 - Aircraft certificate status report.
 - The duration of the planes being grounded.
 - General report of the condition of the aircraft, engines and landing gears to be submitted to the CAA.
- 2- **Technical Flight Log information and Storage of Data:**
 - Control and storing of the flight time and Aircraft periodical checks.
 - Flight report (Logbook) of the aircraft and engine status.
 - Flight Log report of Aircraft and engines in the form of .xml file.
 - Reports of aircraft performed checks.
 - Report of Technical Defects.
 - Flight hours report of Aircraft, engines and pilots (daily, weekly, monthly, yearly).
 - Aircraft fuel consumption report.
 - Aircraft oil consumption report.
- 3- **Aircraft engine control:**
 - Control of all on wing and spare Engines.
 - General report of the on wing engines of the aircraft.
 - Control of engines and their LLPs.
 - History of installation and removal and repairing of aircraft engines in the system.
 - Issuance of a request form for removing of Engines parts.
 - Disk replacement program and creation of (Back to Birth).
 - Predicting the end of life of engines and parts to replace them.
- 4- **Aircraft parts control:**
 - Control of all the Hard Time parts of the Aircraft.
 - General report of the installed parts on the Aircraft.
 - Report of parts whose life has ended or is about to end.
 - Control of landing gear and their LLP.
 - Report of installed and removed aircraft parts in the system.
 - Issuing request forms for removing of the parts.
 - Issuance of W/O for removing of the spare parts.
 - Predicting the end of life of parts in order to replace them.



- The total number of hours and cycles of aircraft from the time of entering the company until now in the form of a list and chart.
- Flight Hours / Cycles Ratio diagram of flight hours to cycles.
- General statistic of Engine Reliability rate report.
- Engine Scheduled Removal Rate program.
- Engines Unscheduled Removal Rate program.
- Engine in Flight Shutdown Rate.
- Rate and Alert Level of parts removed from the Aircraft.

9- Issuing work order:

- Issuing work order for aircraft parts and repair.
- Issuing work orders for aircraft engines.
- Issuance of work orders for AD/SB of the aircraft.
- Issuing work orders to do scheduled and unscheduled checks and others.

10- Control of certificates and technical training of engineering and maintenance personnel:

- Creating a file with complete personnel specifications and photos.
- Entering the information of certificates and relevant Aircraft types License.
- Full profile report of each person with certificates and completed training courses.
- Report on the date of the next trainings that must be repeated annually.
- Control of the expiration date of the aircraft type certificates and the date of completion of the medical examination.
- Various reports required by management and planning units for engineering training and repairs, which are prepared during the contract period and according to the request of the user unit.

11- Technical Store:

- Control of consumable and repair parts available in warehouses.
- Parts inventory control.
- Interchangeable parts display and control.
- Controlling the storage life of parts in warehouses.
- Record of entry and exit of parts in warehouses.
- Monthly and quarterly reports of receiving and issuing of parts from /to warehouse.
- Annual warehouse rotation.

BASED ON TECHNICAL BOARD DATED 26_06_1444 THE ABOVE CRITERIA IS APPROVED.

[Signature]
2023

MAINTENANCE
1100 BOM DATE

5- Planning to perform MPD tasks in periodical reviews.

- MPD Task controls, for different aircraft types.
- Control and entry of MPD Tasks into the system and definition of checks.
- Selecting the MPD Task for the Aircraft.
- Report of MPD Tasks that must be done in the aircraft check.
- Issuing Job Cards to perform MPD Tasks.
- History of performed checks.
- Defining the time of aircraft checks.
- Consumable parts report, to be requested from the warehouse.
- Issuance of CRS.

6- Planning and control of AD & SBs:

- Entering information into the system.
- AD & SB reports that are due.
- Report of all AD & SBs performed or to be performed on aircraft and engines.

7- Module for defining codes/routes/repair companies and...

8- Reliability control software system:

- Definition of terms and formula of calculations.
- Monthly information entry portal such as the number of Aircraft those are ready to fly, delays and engines removal record.
- Report repeated defects and Defect Alert Notice within ten days to be submitted to the repair unit to solve the problem.
- The daily utilization report of the Aircraft in the months of the year in the form of separate lists and graphs for different types of Aircraft.
- Report the number and percentage of daily readiness of the fleet in the months of the year in the form of a separate list and graph for different types of aircraft.
- Dispatch Reliability- Daily delay rate report in the months of the year in the form of separate graphs for different types of aircraft.
- The list and graph of the report of technical problems announced by the pilot for each aircraft including chapter, separately (Rate) and the number in different months.
- Comparison report of the number and rate of technical problems declared by pilots for each aircraft separately and Alert Level.
- List and graph of the report of technical problems announced by the pilot for each type and chapter separately and the number in different months.
- Report comparing the number and rate of technical problems announced by pilots for each type and chapter separately and in different months.
- The report of flight hours and cycles of each aircraft in the month and their sum separately and their graphs.
- Report of flight hours and cycle times of different Aircraft in the month and their sum separately and their graphs.
- Chart of monthly flight hours and cycles of the each Aircraft.



3-2-All prices are exclusive of any applicable sales tax (Value Added Tax), which shall be added at the prevailing rate at the point of invoice.

4-Payment:

4-1- SERVICE PROVIDER shall submit invoices for payment to the USER in accordance with the Payment Schedule below:

4-2- SERVICE PROVIDER shall provide advance payment bank guarantee letter from the bank.

4-2- USER herewith agrees to pay to the SERVICE PROVIDER in full the sums indicated below, such payments to be made within the specified period.

Payment	Date Due
Set Up Fee Per Aircraft	In advance
Monthly Fixed Fee	Quarterly in advance
Per Aircraft Monthly Fee	Quarterly in advance
Hourly Investigation Rate	On completion of investigation

SCHEDULE (II)

SERVICE INITIALISATION

At least 10 days before providing the service the USER with provide the following information to the SERVICE PROVIDER

Detailed frame layout(s) information for each Licensed Aircraft Type (such information to be in an electronic or OCR-compatible format):

- the number of words per subframe
- byte packing
- any compression algorithm that is employed (including details required for decompression)
- a list showing which parts of which words are used for which parameters
- details showing how the binary values for each parameter are interpreted (either as engineering values, discrete values or textual values).

Detailed information for each Licensed Aircraft:

- Aircraft Registration
- Aircraft Type
- Engine Type(s)
- Engine Serial Number(s)

Detailed information for each Licensed Aircraft Type:

- All, relevant manufacturer limits, standard operating limits, performance schedules or similar that are to be employed for event detection or engine health monitoring.
- Full details of any instruments or panels that USER requires to be provided by SERVICE PROVIDER

Test Data:

- At least one populated disk, card or other media (as appropriate) for each of the Licensed Aircraft Type /flight-data recorder combinations to be installed. These will be used by SERVICE PROVIDER to 'validate the system prior to installation.

In each of the cases above USER shall be responsible for all associated courier or postage costs

Subject to the timely provision of the above information, SERVICE PROVIDER shall configure the software to support all the aircraft and aircraft- configurations as specified by USER

SCHEDULE (III)

SERVICE SPECIFICATION

1.0 Definitions

- 1.1 In addition to the definitions set out in the main Agreement the following definitions shall apply to this Software Annual Support Schedule:

2.0 Services

- 2.1 During the Agreement and only after receipt monies due (defined in Schedule (I)), SERVICE PROVIDER shall support USER by analyzing its flight data as set out in this Schedule as such use is entirely in accordance with this Agreement.

3.0 Communications

- 3.1 All communications shall be made by the parties by using email.

4.0 Response Times

- 4.1 SERVICE PROVIDER shall use its best endeavors to provide an initial analysis of the flight data within 3 working days after receipt of flight data or after special request of an event or occurrence.
- 4.2 SERVICE PROVIDER and the USER need to assign single focal point of contact' and that all support issues are passed to each other via these persons. Experience has shown that this arrangement leads to reduced duplication and builds up an 'expert' and many queries can be resolved without the delay that might be introduced by referring the matter to SERVICE PROVIDER

SCHEDULE IV

PRODUCT SPECIFICATION: Flight Data Analysis

1.0 Summary of Process

- The USER will upload flight data to an FTP site or send flight data on a CD to the SERVICE PROVIDER

The USER will inform the SERVICE PROVIDER by email about the new flight data.

- The SERVICE PROVIDER will analyse the flight data and provide details for each flight to include airport pairs, flight times and events by email within the times specified
- On a monthly basis SERVICE PROVIDER will send by email statistical results for the riskiest events and airports along with statistics for the frequently detected events or USER requested events.
- At special request by USER the SERVICE PROVIDER will investigate particular events or trends in greater detail and may include the following Views of flight data

- List View
- Graph View
- Panels View
- Approach View
- Map View
- Animation (3D) View
- Envelope View

As appropriate for understanding what occurred.

2.0 Data Backup

USER and SERVICE PROVIDER shall both make backups of flight data.

Engine Health Monitoring

USER acknowledges that their aviation authority may not permit use of the system in this way for 'maintenance credit.

Engine Health Monitoring shall only be available when USER has provided SERVICE PROVIDER with sufficient information regarding the 'model' engine performance and when the relevant aircraft record the required parameters at a sufficient frequency, accuracy and resolution

Where Engine Health Monitoring is made available, the following (or similar) values shall normally be output (all subject to availability of recorded data): Initial Climb: At an altitude of approximately 300 ft AGL immediately after take-off the system shall store the values for % Torque, Np, N1, N2, N3, FF, TGT, EPR, VIB for each engine.

Steady State Cruise: For each flight where the (configurable) conditions for steady-state cruise are met, the system shall calculate the difference between the normalized and ideal values for % Torque, Np, N1, N2, N3, TGT for each engine based on EPR and TAT and using information as supplied by USER. Average PALT and TAT shall also be stored as shall average EPR per engine for the duration of that state.

SCHEDULE V

MONITORED AIRCRAFT & CONFIGURATIONS

Type of Aircraft	Registration	MSN	Frame Layout