

**Islamic Republic of Afghanistan**  
**Bakhtar Afghan Airlines**



**STANDARD BIDDING  
DOCUMENTS  
(SBD)**

**For Chartering of  
Aircraft on ACMI Basis**

(Single stage One Envelope procedure)

<b>Document Name</b>	Standard bidding Documents (SBD)
<b>Description</b>	Charter of Aircraft in ACMI Basis
<b>Reference Number</b>	SBD 003-560-Chater for Bakhtar
<b>Announcement Date</b>	24-Mar-2021
<b>Pre-bid Meeting</b>	Will schedule Upon request of the Bidder (Lessor)?
<b>Bid submission date</b>	From 31-Mar-2021 up to closing date
<b>Closing Date &amp; time</b>	03-Apr-2021 / 09:00 AM 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 Bakhtar Afghan Airlines (Lessee).
- The second section contains general terms which shall form the basis of the Aircraft Procurement agreement between Bakhtar Afghan Airlines (Lessee) and the successful bidder (Lessor).
- The third section covers the details of Bakhtar Afghan Airlines (Lessee) requirements in terms of the Aircraft ACMI.
- The fourth section provides the interested bidder (Lessor) with an overview of Bakhtar Afghan Airlines (Lessee) evaluation process to maintain complete transparency and criteria to determine the best suited offer.
- The annexure contained thereafter are the standardized formats on which Bakhtar Afghan Airlines (Lessee) expect to receive the actual offers from the interested bidders.

## Section A- Instruction to Bidder (Lessors)

### 1- Scope of Bid

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

Number of Aircraft: one

Seating Configuration: Standard LOPA.

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

1-1-Bakhtar Afghan Airlines (Lessee) invites interested parties for the ACMI of up to one (1) Aircraft with the following Types.

No.	Type of Aircraft	Number of Aircraft	Seating Configuration	Delivery Schedule	ACMI Contract Period	Monthly Flight Hours
1	AN32	1 UNIT	42 UP TO 50 Seats	ASAP	One Year (12 Months)	Maximum 80 Hours
2	AN74	1 UNIT	52 UP TO 60 Seats	ASAP	One Year (12 Months)	Maximum 80 Hours
3	AN140	1 UNIT	Standard economic LOPA	ASAP	One Year (12 Months)	Maximum 80 Hours
4	MA60	1 UNIT	Standard economic LOPA	ASAP	One Year (12 Months)	Maximum 80 Hours
5	Dash 8 Q400	1 unit	70 up to 80 Seats	ASAP	One Year (12 Months)	Maximum 80 Hours
6	DASH 8 Q300	1 unit	Standard economic LOPA	ASAP	One Year (12 Months)	Maximum 80 Hours
7	DASH 8 Q200	1 unit	Standard economic LOPA	ASAP	One Year (12 Months)	Maximum 80 Hours

1-2-The ACMI Aircraft will operate on the following routes.

Sector					
Airport	ICAO Code	Airport	ICAO Code	Airport	ICAO Code
Kabul	OAKB	Kandahar	OAKN	Kabul	OAKB
Kabul	OAKB	TRINKOT	OATN	Kabul	OAKB
Kabul	OAKB	FARAH	OAFR	Kabul	OAKB
Kabul	OAKB	SHORAB	OAZI	Kabul	OAKB
Kabul	OAKB	MAZAR	OAMS	Kabul	OAKB
Kabul	OAKB	MAIMANA	OAMN	Kabul	OAKB
Kabul	OAKB	SHEBARGHAN	OASG	Kabul	OAKB
Kabul	OAKB	KANDOZ	OAUZ	Kabul	OAKB
Kabul	OAKB	FAIZ ABAD	OAFZ	Kabul	OAKB
Kabul	OAKB	CHEGHCHARAN	OACC	Kabul	OAKB
Kabul	OAKB	FARAH	OAFR	Kabul	OAKB
Kabul	OAKB	ZARANJ	OAZJ	Kabul	OAKB
Kabul	OAKB	LASHKARGAH	OABT	Kabul	OAKB
Kabul	OAKB	KHOST	OAKS	Kabul	OAKB
Kabul	OAKB	JALALABAD	OAJL	Kabul	OAKB
Kabul	OAKB	SHARANA	OASA	Kabul	OAKB

Kabul	OAKB	QALAI NAW	O AQN	Kabul	OAKB
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- 1-3-**Under an ACMI leasing arrangement**, the contractor supplies the aircraft as well as at least Maximum two set Cabin crew and two set Cockpit crew members (Pilot and Copilot) along with (1) Ground Engineer and (1) Mechanic. Furthermore, the contractor assumes operational responsibility, which includes performing maintenance, procuring insurance, and other legal responsibilities of operation
- 1-4- **ACMI leasing** is an agreement between two airlines, Airline and contractor, where the lessor agrees to provide an aircraft, crew, maintenance and insurance (**ACMI**) to the lessee – in return for payment on the number of Flight Hours operated.
- 1-5-**Flight Hours**. Means takeoff from departure station and landing at arrival station.
- 1-6-**Aircraft Utilization** Measure of aircraft productivity, calculated by dividing aircraft Flight Hours by the number of aircraft days assigned to service on air carrier routes. Typically presented in Flight Hours per day.
- 1-7-**Aircraft movement**: An aircraft movement is defined as a take-off, landing, or simulated approach by an aircraft.
- 1-8-**ACMI Lease**: means that the organization or person who owns the aircraft will provide that aircraft as well as one or more crew members to the lessee.
- 1-9-**Aircraft leasing company**: When an airline ACMI leases an aircraft, the leasing company provides literally everything – the aircraft itself, pilots and cabin crew. ... Usually, when a leasing company provides an ACMI (Aircraft, Crew, Maintenance and Insurance) service, they operate under their own Air operator's certificate.
- 1-10- **Bidder (Lessor) 's Broker**: is a person or firm who arranges transactions between a Bakhtar Afghan Airlines (Lessee) and a **bidder (Lessor)** .
- 1-11- **Extension in ACMI lease Period**: Bakhtar Afghan Airlines shall have an option to extend the ACMI lease period before the expiry of initial ACMI lease contract.
- 1-12- **Backup Aircraft**: In order to prevent financial loss of the Lessee, the lessor is obliged to consider the replacement aircraft in accordance international standards and the terms of the contract. If the leased aircraft is grounded for any reason, the lessor must deliver the replacement aircraft to the lessee within 24 hours.

## 2- Parties qualified to apply

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

## 3- Cost of bidding

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

## 4- Bidding documents

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

- I) Invitation for bids

- II) Instruction to bidder (Lessor)
- III) General Conditions of contract
- IV) Special Conditions of Contract
- V) Evaluation of bids
- VI) Annexures
  - a) Bidder (Lessor) profile (Annex (I))
  - b) Technical Bid (Annex (II))
  - c) Form of bid (Annex (iii))
  - d) Integrity Pact (IV)
  - e) Financial Bid (Annex (V))
  - f) Form of Contract Agreement (Annex (VI))
  - g) Bakhtar Afghan Airlines (Lessee) Delivery condition (Annex (VII))
  - h) Manuals and documents (Annex VIII)

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

#### 5- Clarification on Bidding Documents:

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

#### 6- Amendment to bidding Document:

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

#### 7- Extension of bids submission date

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

#### 8- Offers for Aircraft

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

#### 9- Submission of bids

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

#### 10- Tender Procedures

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### V) Sealing and Marking:

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

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

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

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

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

Closing date: 03-Apr-2021

Bid closing time: 09:00AM (Kabul time)

#### 20- Late Bids:

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

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

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

#### 22- Opening of Bids:

Bids will be opened by the assigned "bid opening committee" on the date and time 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
- p) Letter of Authorization

#### 24- Preliminary examination of Bids:

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

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

#### 25- Qualification:

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

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

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

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

#### 27- Correction in Bids:

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

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

## 28- General Criteria

- I) The aircraft should not be older than 24 years.
- II) The aircraft should not be due for "C" check before 1 year (conditional).
- III) Each engine should have at least 3000 flight cycles remaining (conditional).
- IV) All three landing gears should have at least 2 to 5 years remaining for next overhaul.
- V) There should not be any open major / technical issue for next 6 months.

## 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 Bakhtar Afghan Airlines (Lessee) technical team would carry out a physical inspection of the aircraft, its ownership and maintenance record. Bidder (Lessor) would have to arrange sufficient ground time access to aircraft and its record for inspection during the period of bid validity.

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

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

## 31- Unsuccessful Bidder (Lessor) s:

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

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

## 34- Bakhtar Afghan Airlines (Lessee) Right

Bakhtar Afghan Airlines (Lessee) reserves the right to reject all bids and to annul the bidding process at any time prior to award of contract, Bakhtar Afghan Airlines (Lessee) upon request from bidder (Lessor),

who submitted a bid, shall communicate the grounds for rejection of its/all bids, but is not required to justify those grounds.

### 35- Signing of contract Agreement

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

## Section B- General Conditions of Contract

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

### 1- Scope of Agreement:

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

### 2- Governing Law:

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

### 3- Disputes

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

### 4- Civil Aviation Authority Requirements

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

### 5- Payment Terms

#### I) Currency of Payment:

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

#### II) Invoice:

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

#### III) ACMI lease Rental:

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

#### IV) Advance Payment

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

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

## 6- Taxes

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

## 7- Insurance

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

- 1- Aircraft
- 2- Flight Crew
- 3- Passenger
- 4- Third party insurance
- 5- Baggage
- 6- Hull and war insurance

## 8- Integrity Pact

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

## 9- Notices

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

## 10-Liability and Indemnities

- Bakhtar Afghan Airlines (Lessee), its officers, directors and employees (the “Lessee”) agrees to indemnify, defend and hold harmless the Bidder (Lessor) from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the Bakhtar Afghan Airlines (Lessee) may suffer or incur arising in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of the Bidder (Lessor).
- The Bidder (Lessor) agrees to indemnify, defend and hold harmless Bakhtar Afghan Airlines (Lessee) from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which Bakhtar Afghan Airlines (Lessee) may suffer or incur arising out of or in relation to the ACMI Contract or otherwise in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of Bakhtar Afghan Airlines (Lessee).
- Each Party shall take responsibility for any death of or injury to its own employees unless caused by the other Party’s negligence or willful misconduct.
- If either party becomes aware of a matter that might give rise to a claim per the above, the Party discovering such shall notify the other Party as quickly as possible, consult with the other party and offer reasonable assistance.
- The Bidder (Lessor) warrants that Aircraft, part of the Aircraft, including without limitation any Material, equipment, operation or software, will or does infringe any Intellectual Property right of any third party. The Bidder (Lessor) shall indemnify, defend and hold harmless Bakhtar Afghan Airlines (Lessee) against all Claims in any way asserted against Bakhtar Afghan Airlines

(Lessee) to the extent the same is based on a claim that the ACMI of the Aircraft or anything else related to this Agreement constitutes an infringement of any Intellectual Property rights.

- In no event shall (Lessee) or (Lessor) or its subsidiaries or affiliates, have any liability for any indirect, incidental, special, consequential or punitive damages.
- The Aircraft Procurement Agreement shall have appropriate coverage to provide indemnity for Bakhtar Afghan Airlines (Lessee) and Bidder (Lessor) as per the normal aviation practice. Non-operational (tax, e.g.) indemnities are not available to any party other than the Bidder (Lessor).

#### a- Force Majeure

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

### Section C-Special Conditions of Contract

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

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

Refer clause 1 (scope of Bid).

#### 2- Delivery Location:

The Location of delivery of aircraft is Kabul International Airport

#### 3- Delivery:

The conditions are given in Annex (VII).

#### 4- AD / SB Cost:

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

### Section D- Evaluation of Bids

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

#### 1- General Criteria / specifications

- a) Type of Aircraft: ( AN 74, AN 32, AN 140, MA 60, Dash 8 Q400, Dash 8 Q300, Dash 8 Q200) **the contract will be submit for one Aircraft.** (Conditional).
- b) The aircraft should not be older than **(24)** years (Conditional).
- c) The aircraft should not be due for "C" check before one Year (Conditional).
- d) Each engine should have at least 2500 flight cycles remaining (Conditional).
- e) All three landing gears should have at least 2 to 4 years remaining for next overhaul OR 50% remaining for next overhaul (Conditional).
- f) 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).

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

## 1- Technical Evaluation Criteria

### A- Aircraft YOM (Max Marks 25)

YOM – Flown Hours	1997 or lower	1998	1999 Or Above
Points	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.		

### B- General Information

	General Information	Comply (v)	Not comply (X)	Remark
1	Aircraft Model:			
2	Aircraft Manufacture Date			
3	Manufacture Serial No.			
4	Registration No.			
5	A/C TSN			
6	A/C CSN			
7	Max. Take Off Weight			
8	Max. Zero Fuel Weight			
9	Max. Taxi Weight			
10	Max. Landing Weight			
11	Average Fuel Consumption Per Hour			
12	Fuel Tank Capacity			
13	Cargo Capacity			
14	Seat Capacity			

### C- Scoring for Engines cycles remaining to LLP Limiter

Scoring for Engines cycles remaining to LLP Limiter (Max. Mark 10+10=20)		
Specification (Engine remaining cycles)	Engine # one	Engine # two
2999 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		

### D- The Engine cycles and Hours calculation from the last OH or Performance restoration

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		



### E- Engine # 1 Records

NO	Engine # 1 Records	Comply ( v )	Not comply ( X )	Remark
1	Engine Type:			
2	Engine TSN:			
3	Engine CSN:			
4	Engine Thrust			
5	Fist Limiter			
6	Cycle Remaining			
NO	Engine # 1 Records	Available ( v )	Not Available ( X )	Remark
7	Engine Last Shop Visit Mini Pack is required			
8	Engine Installed QEC Parts list including PN, SN and Status are required			
9	Engine Test Cell Performance Run is required			
10	Engine Video Bore Scope Report (Current) is required			
11	Current LLP Sheet is required			
12	Back to Birth Records (Traceability) are required			
13	Engine Maintenance Program is required			
14	Engine Trend Monitoring (Last Six-Month Report) is required			
15	FAA form 337 or equivalent for engine / APU major component, repair/overhaul, certification of last shop visit is required			
16	accident and/or Incident Statement is required			

### F- Engine # 2 Records

NO	Engine # 2 Records	Comply ( v )	Not comply ( X )	Remark
1	Engine Type:			
2	Engine TSN:			
3	Engine CSN:			
4	Engine Thrust			
5	Fist Limiter			
6	Cycle Remaining			
NO	Engine # 2 Records	Available ( v )	Not Available ( X )	Remark
7	Engine Last Shop Visit Mini Pack is required			
8	Engine Installed QEC Parts list including PN, SN and Status are required			
9	Engine Test Cell Performance Run is required			
10	Engine Video Bore Scope Report (Current) is required			
11	Current LLP Sheet is required			
12	Back to Birth Records (Traceability) is required			
13	Engine Maintenance Program is required			
14	Engine Trend Monitoring (Last Six-Month Report) is required			

15	FAA form 337 or equivalent for engine / APU major component, repair/overhaul, certification of last shop visit is required			
16	accident and/or Incident Statement is required			

#### G- 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			

#### H- 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

#### I- Landing Gear RH MLG

NO	Landing Gear RH MLG	Comply ( v )	Not comply ( X )	Remark
1	PN / SN			
2	TSN			
3	CSN:			
4	TBO:			
5	Next Overhaul Date and Cycle			
6	Last Overhaul Date and Cycle			
NO	Landing Gear RH MLG	Available ( v )	Not Available ( X )	Remark
7	Landing gear LLP			
8	Last Overhaul Mini Pack			
9	Back To Birth History			
10	Accident and/or Incident Statement			

#### J- Landing Gear LH MLG

NO	Landing Gear LH MLG	Comply ( v )	Not comply ( X )	Remark
1	PN / SN			
2	TSN			
3	CSN:			
4	TBO:			

5	Next Overhaul Date and Cycle			
6	Last Overhaul Date and Cycle			
<b>NO</b>	<b>Landing Gear RH MLG</b>	<b>Available (v)</b>	<b>Not Available (X)</b>	<b>Remark</b>
7	Landing gear LLP			
8	Last Overhaul Mini Pack			
9	Back To Birth History			

**K- Landing Gear NLG**

<b>NO</b>	<b>Landing Gear NLG</b>	<b>Comply (v)</b>	<b>Not comply (X)</b>	<b>Remark</b>
1	PN / SN			
2	TSN			
3	CSN:			
4	TBO:			
5	Next Overhaul Date and Cycle			
6	Last Overhaul Date and Cycle			
<b>NO</b>	<b>Landing Gear NLG</b>	<b>Available (v)</b>	<b>Not Available (X)</b>	<b>Remark</b>
7	Landing gear LLP			
8	Last Overhaul Mini Pack			
9	Back To Birth History			
10	Accident and/or Incident Statement			

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

<b>Interior</b>	<b>No</b>	<b>2018-2020</b>
Points	1	7

**N- Original Delivery Documents from Manufacturer.**

<b>NO</b>	<b>Original Delivery Documents From Manufacturer</b>	<b>Available (v)</b>	<b>Not Available (X)</b>	<b>Remark</b>
1	Aircraft Readiness Log (Delivery Documents)			
2	Miscellaneous Component Brochures			
3	FAA/EASA AD update status			
4	FAA Standard Certificate of Airworthiness			
5	Landing Gear LLP Brochure			
6	Certificate of Export From Company			
7	Equipment list			

**M- 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

#### N- Airplane Records:

NO	Airplane Records	Comply (v)	Not comply (x)	Remark
1	A, B, C & D Check Status (Last & Next Accomplishment)			
2	AD (back to birth) Records			
3	SB (back to birth) Records			
4	CPCP Records			
5	SSID program (If applicable)			
6	Aircraft Last Weight Check Report			
7	Hard Time Components Records Including Certificate			
8	Oxygen generators Status (Life and Last replacement Date)			
9	Emergency Equipment Cabin lay out			
10	Loose equipment list			
11	Aircraft Inventory List			
12	List of installed OC & CM Components with Certificate			
13	All STCs (List of Applied STC and Its EOs)			
14	Number of ELT installed, Coded to Current Operator and Next Battery Replacement Date.			
15	Last ATC Transponders Date			
16	Swing Compass Inspection (Last and Next Inspection Date)			
17	Last Altimeters Check Date			
18	Last SDFDR and CVT Read Out			
19	List of Maintenance Checks Accomplished			
20	List of all EO's issued against the A/C.			
21	List of All modification			
22	MPD Task Records			
23	Seating Configuration (Approved LOPA)			
24	Last Test Flight Report (If Applicable)			
25	Aircraft Log book (At Least Records of 3 Years)			
26	Flight logs			
27	Deferred Defects Item List			
28	Dent & Buckle Chart			
29	FAA form 337 or equivalent for airframe, repair / Overhaul, Certification or last major visit			
30	Aircraft Historical Documents Availability (BTB)			

#### O- Aircraft Manuals/Books:

NO	Aircraft Manuals/Books	Available (v)	Not Available (x)	Remark
1	Weight & Balance Manual (WBM) ,Rev. & Date			

2	Aircraft Flight Manual (AFM), Rev. & Date			
3	Operations Manual (FCOM Vol. 1 & 2) ,Rev. & Date			
4	Quick Reference Hand Book (QRH) ,Rev. & Date			
5	Runway Analysis Charts, Rev. & Date			
6	Cockpit Normal Check List, Rev. & Date			
7	Master Minimum Equipment List (MMEL) ,Rev. & Date			
8	Minimum Equipment List (MEL), Rev. & Date			
9	Dispatch Deviation Guide (DDG), Rev. & Date			
10	Standard Operating Procedure (SOP) If Available			
11	Aircraft Illustrated Parts Catalog (AIPC), Rev. & Date			
12	Aircraft Maintenance Manual (AMM), Rev. & Date			
13	Aircraft Standard Wiring Practices Manual (ASWPM)			
14	Aircraft Wiring Diagram Manual (AWDM), Rev. & Date			
15	Aircraft Structural Repair Manual (ASRM), Rev. & Date			
16	Supplemental Structural Inspection Document (SSID)			
17	Aircraft System Schematics Manual (ASSM), Rev. & Date			
18	Aircraft Maintenance Planning Document (AMPD), Rev. & Date			
19	Aircraft Maintenance Program (AMP), Rev. & Date			
20	Aircraft Manufacturer Maintenance Task Cards and Indexes			
21	Power Plant Buildup Manual (Applicable in Boeing Fleet)			
22	Interior Finish Specification Manual (IFSM) If Available			
23	Detailed Specification / Technical Description Document			
24	Electrical Load Analysis Manual (ELAM), , Rev. & Date			
25	Component Maint. Manuals for Galleys, Seats, Slides...etc			

**P- Statements, Approval, Equipment List:**

NO	Statements, Approval, Equipment List	Available ( v )	Not Available ( X )	Remark
1	List of Installed Avionics Equipment including PN & SN			
2	RVSM Approval (Last Monitoring Date)			
3	Basic RNAV/Precision RNAV (Conformity Statement)			
4	TCAS 7.1 Changes (Conformity Statement)			
5	Mode S EHS/ELS compliance (Conformity Statement)			
6	GNSS compliance (Conformity Statement)			
7	GPS (Conformity Statement)			
8	EGPWS, Reinforced Cockpit Door, Solid Digital Flight Data Recorder (SDFDR). Cockpit Voice Recorder (CVR), (Conformity Statement)			

9	ADS-B-OUT (Conformity Statement)			
10	Cockpit Door Camera Modification (Conformity Statement)			
11	Fluid & Oil used statement			
12	accident or Incident statement			

**Q- Certificates Pervious Operator:**

NO	Certificates Pervious Operator	Available ( v )	Not Available ( X )	Remark
1	AOC + OPS Specifications			
2	Type Certificate Data Sheet			
3	Certificate of Registration			
4	Certificate of Airworthiness			
5	Radio License Certificate			
6	Noise Certificate			
7	Insurance Certificate			
8	Burn Certificate			
9	Export C of A (from country of last origin)			
10	Aircraft Deregistration Certificate			
11	Bill of Sale (If Available)			

**R- Certificates Current Operator**

NO	Certificates Current Operator	Available ( v )	Not Available ( X )	Remark
1	AOC + OPS Specifications			
2	Certificate of Registration			
3	Certificate of Airworthiness			
4	Radio License Certificate			
5	Noise Certificate			
6	Insurance Certificate			
7	Burn Certificate			
8	A, B, C & D Check CRS			
9	Dent & Buckle chart			

### *A: Marks obtained in Technical Criteria*

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

Technical weightage: 50%

Financial weightage: 50%

## 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:

### *B: Marks obtained in Financial Criteria*

$$FS = LP \times FW / F$$

*FS = Financial Score*

*LP = Lowest Price*

*FW = Financial weight*

*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:

$$CS = (A \times TEW) + (B \times FEW)$$

**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 (Lessor) Profile

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

**Signature:** .....

**Title** .....

**Name** .....

**Date** .....

**Company stamp**



## ANNEX – (II)

### Technical Bid

#### 1- Aircraft Availability:

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

#### 2- Product / spare Support package:

The bidder (Lessor) should provide the details of, if any, Product/ Spare Support Package that it is offering to Bakhtar Afghan Airlines (Lessee).

#### 3- Aircraft Specifications as of end of Feb-2021:

Bidder (Lessor) s 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.

Bidder (Lessor) s shall provide the following aircraft technical details separately for each aircraft.

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		
<b>Principal Operating Weights</b>		
Maximum Taxi Weight :		
Maximum Take-off weight :		
Maximum Landing Weight:		
Maximum Zero Fuel Weight:		
Operating Empty Weight :		

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

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

<ul style="list-style-type: none"> <li><b>Airworthiness Directives Status</b></li> </ul>		
AD (FAA & EASA ) falling due within next two years		
Sr. Number	Description	Due Date
<ul style="list-style-type: none"> <li>Bidder (Lessor) 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</li> </ul>		

<b>Interior Configuration</b>				
Current Passenger Seating:	No. of seats	Seat Vendor	Seat Model / make	Seat Pitch



Business Class				
Economy Class				
Toilets:	Total : QTY _____ FWD _____ Aft			
• 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	No 1	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: Bakhtar Afghan Airlines (Lessee)

Dear Sir,

Having examined the bidding documents, we, the undersigned, offer for one-unit Aircraft on ACMI basis with the 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 bidder (Lessor)} hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefits from government of Afghanistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.

Without limiting the generality of the foregoing, {Name of bidder (Lessor)} 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 bidder (Lessor)} 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 bidder (Lessor)} accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of Afghanistan under any law, contract or other instrument, be voidable at the option of Government of Afghanistan.

Notwithstanding any rights and remedies exercised by Government of Afghanistan in this regard, {Name of bidder (Lessor)} 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 bidder (Lessor)} as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Afghanistan.

Signature of the Bidder (Lessor) .....

{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.

Type of the Aircraft	UOM	MSN	Manufacture date	Fuel Consumption Per hours	Flight Hours price per (USD)	Total Flight Hours per (USD)	Total Monthly fee	Nearest Delivery Date
AN32	1 UNIT					80		
AN74	1 UNIT					80		
AN140	1 UNIT					80		
MA60	1 UNIT					80		
Dash 8 Q400	1 unit					80		
DASH 8 Q300	1 unit					80		
DASH 8 Q200	1 unit					80		

#### 2- Currency of Prices

US Dollars (USD).

#### 3- Rates and Prices:

- I) The Financial Bid shall be provided in the form of Aircraft ACMI
- II) Prices shall be comprised filled, and any alterations necessary due to errors, etc., shall be initialed by the bidder (Lessor).
- III) Except as otherwise expressly provided, the rate and amounts entered in the Financial Bid shall be the rates at which the Bakhtar Afghan Airlines (Lessee) shall be paid to the bidder (Lessor) on monthly basis.
- 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 (Lessor) will not be paid for by Bakhtar Afghan Airlines (Lessee) and shall be deemed covered by the prices for other items in the Financial Bid.
- VI) The bidder (Lessor) shall be deemed to have obtained all information which may affect the bid price.

#### 4- Aircraft Flight hours Price:

Form of ACMI Aircraft with (MSN .....)

Description	unit	Each Flight hours Price
Aircraft flight hours Price	USD	(In Figures) ..... (In words) .....

#### 5- Product / Spare Support Package:

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

#### 6- Any other Terms:

The Bidder (Lessor) 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 Bakhtar Afghan Airlines (Lessee) (hereafter called the Bakhtar Afghan Airlines (Lessee)) of the one part and \_\_\_\_\_ (hereafter called the “Bidder (Lessor)”) of the other part.

WHEREAS Bakhtar Afghan Airlines (Lessee) is desirous that certain \_\_\_\_\_ (MSN #s \_\_\_\_\_) should be provided by the Bidder (Lessor) and has accepted a bid by the Bidder (Lessor) 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 Bidder (Lessor) s 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
- 3- In consideration of the payments to be made by Bakhtar Afghan Airlines (Lessee) to the Bidder (Lessor) as hereinafter mentioned, the Bidder (Lessor) hereby covenants with Bakhtar Afghan Airlines (Lessee) to provide the Aircraft in accordance with the provisions of the Contract.
- 4- Bakhtar Afghan Airlines (Lessee) hereby covenants to pay the Bidder (Lessor), 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.
- 6-

Signature of the Bidder (Lessor)

Signature of Bakhtar Afghan Airlines (Lessee)

.....  
(Seal)

.....  
(Seal)

Witness:

Witness:

.....  
(Name, Title and Address)

.....  
(Name, Title and address)

## Annex- VII

### Bakhtar Afghan Airlines (Lessee) Delivery Conditions:

#### I) Aircraft:

- a) The aircraft shall be clean, serviceable, free leaks and fresh out of the next sequential scheduled systems / zonal/ structural “C” Check (as per the latest revision of MPD Including all 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.

#### II) Engines:

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

#### III) Landing Gear:

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

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

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

#### V) Components:

- a) All Parts fitted to the Aircraft that are controlled by both part number and serial number shall have EASA form One or FAA 8130-3 certification and in respect of Life Limited Parts, traceability back to birth, and including, original manufacturer certification. Bidder (Lessor) 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 Bakhtar Afghan Airlines (Lessee) during delivery of the Aircraft.

**VI) Configuration and Interior:**

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

**VII) Cargo Compartment:**

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

**VIII) Certification and export:**

- a) The Aircraft shall be in full compliance with applicable Type certificate Data sheets,
- b) Delivered only with a standard Certificate of Airworthiness will be acceptable.
- 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 or any other equivalent standard

**IX) Airworthiness Directives:**

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

**X) Repairs:**

- a) There will be no temporary, time limited or interim repairs on the aircraft.



- b) Any external doubler repairs on the aircraft shall be noted in the Certificate of Acceptance.

**XI) Acceptance Flight:**

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

**XII) 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.

### Engineering Documents requirement:

In addition, the following Technical Publications are required during inspection of the Aircraft as mentioned below before the delivery of the Aircraft:

S.NO.	Publication
1	Aircraft Maintenance Manual
2	Fault Isolation Manual
3	Wiring Diagram Manual
4	System Schematic Manual
5	Illustrated Parts Catalog
6	Illustrated Tools and Equipment Manual
7	Ground Support Equipment Manual
8	Customized Maintenance Planning Document
9	Non-Destructive Testing Manual
10	Power Plant Build-up Manual
11	Standard overhaul Practices Manual Standard Overhaul Practices Manual
12	Standard Wiring Manual
13	Structure Repair Manual
14	Dispatch deviation Procedure Guide
15	Component Maintenance Manual (Vendors but specially escapes Slides, Seats, galley, Lavatory, tyre & wheel etc.)
16	Master Minimum Equipment List
17	Facility Planning Document
18	Engine Ground Handling Manual
19	Engine Shop Manual
20	Corrosion Prevention Manual
21	Fuel Measuring Stick Manual
22	Fault Reporting Manual
23	Baggage Cargo Loading Manual
24	Special Tools & Ground Handling Equipment Drawings & Index
25	Airline Maintenance Inspection Intervals Report
26	Airplane Recovery document

27	Weight & Balance Manual
28	Airplane Characteristics for Airport Planning
29	Aircraft Interior Reconfiguration document
30	Service Bulletins, Service Letters, GSE Data, Publication Index
31	Service Bulletins, Service Letter. Advisory Circulars and Telexes
32	Customized Task Cards
33	Detailed Specifications
34	Supplemental structural significant item Document
35	Maintenance Review Board document
36	Standard Practices Manual
37	Electronic Load Analysis Manual
38	All loadable updated software

In addition to the hard copy, four sets (04) of CDs are required of all latest revisions of Technical Publications mentioned above.

#### 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

**Bakhtar Technical Parameters check list:**

Description	Required Information	Remark
<b>General Information</b>		
Aircraft Model		
Aircraft Manufacture Date		
Manufacture Serial No.		
Registration No.		
A/C TSN		
A/C CSN		
Max. Take Off Weight		
Max. Zero Fuel Weight		
Max. Taxi Weight		
Max. Landing Weight		
Average Fuel Consumption Per Hour		
Fuel Tank Capacity		
Cargo Capacity		
Seat Capacity		
<b>Original Delivery Documents From Manufacturer</b>		
Aircraft Readiness Log (Delivery Documents)		



Miscellaneous Component Brochures		
FAA/EASA AD status		
FAA Standard Certificate of Airworthiness		
Landing Gear LLP Brochure		
Certificate of Export From Company		
Equipment list		
<b>Aircraft Manuals/Books</b>		
Weight & Balance Manual (WBM) ,Rev. & Date		
Aircraft Flight Manual (AFM ) ,Rev. & Date		
Operations Manual (FCOM Vol. 1 & 2) ,Rev. & Date		
Quick Reference Hand Book (QRH) ,Rev. & Date		
Runway Analysis Charts ,Rev. & Date		
Cockpit Normal Check List ,Rev. & Date		
Master Minimum Equipment List (MMEL) ,Rev. & Date		
Minimum Equipment List (MEL), Rev. & Date		
Dispatch Deviation Guide (DDG), Rev. & Date		
Standard Operating Procedure (SOP) If Available		
Aircraft Illustrated Parts Catalog (AIPC), Rev. & Date		
Aircraft Maintenance Manual (AMM), Rev. & Date		
Aircraft Standard Wiring Practices Manual (ASWPM)		
Aircraft Wiring Diagram Manual (AWDM), Rev. & Date		
Aircraft Structural Repair Manual (ASRM), Rev. & Date		
Supplemental Structural Inspection Document (SSID)		
Aircraft System Schematics Manual (ASSM), Rev. & Date		
Aircraft Maintenance Planning Document (AMPD), Rev. & Date		
Aircraft Maintenance Program (AMP), Rev. & Date		
Aircraft Manufacturer Maintenance Task Cards and Indexes		
Power Plant Buildup Manual (Applicable in Boeing Fleet)		
Interior Finish Specification Manual (IFSM) If Available		
Detailed Specification / Technical Description Document		
Electrical Load Analysis Manual (ELAM), , Rev. & Date		
Component Maint. Manuals for Galleys, Seats, Slides...etc		
<b>Statements, Approval, Equipment List</b>		
List of Installed Avionics Equipment including PN & SN		
RVSM Approval (Last Monitoring Date)		
Basic RNAV/Precision RNAV (Conformity Statement)		
TCAS 7.1 Changes (Conformity Statement)		
Mode S EHS/ELS compliance (Conformity Statement)		
GNSS compliance (Conformity Statement)		
GPS (Conformity Statement)		
EGPWS, Reinforced Cockpit Door, Solid Digital Flight Data Recorder (SDFDR).Cockpit Voice Recorder (CVR), (Conformity Statement)		
ADS-B-OUT (Conformity Statement)		

Cockpit Door Camera Modification (Conformity Statement)		
Fluid & Oil used statement		
Accident or Incident statement		
<b>Certificates Pervious Operator</b>		
AOC + OPS Specifications		
Type Certificate Data Sheet		
Certificate of Registration		
Certificate of Airworthiness		
Radio License Certificate		
Noise Certificate		
Insurance Certificate		
Burn Certificate		
Export C of A (from country of last origin)		
Aircraft Deregistration Certificate		
Bill of Sale (If Available)		
<b>Certificates Current Operator</b>		
AOC + OPS Specifications		
Certificate of Registration		
Certificate of Airworthiness		
Radio License Certificate		
Noise Certificate		
Insurance Certificate		
Burn Certificate		
A, B, C & D Check CRS		
Dent & Buckle chart		
<b>Landing Gear RH MLG</b>		
PN / SN		
TSN		
CSN:		
TBO:		
Last Overhaul Date and Cycle		
Next Overhaul Date and Cycle		
Landing gear LLP		
Last Overhaul Mini Pack		
Back To Birth History		
Accident and/or Incident Statement		
<b>Landing Gear LH MLG</b>		
PN / SN		
TSN		
CSN:		
TBO:		
Last Overhaul Date and Cycle		
Next Overhaul Date and Cycle		
Landing gear LLP		

Last Overhaul Mini Pack		
Back To Birth History		
Accident and/or Incident Statement		
<b>Landing Gear NLG</b>		
PN / SN		
TSN		
CSN:		
TBO:		
Last Overhaul Date and Cycle		
Next Overhaul Date and Cycle		
Landing gear LLP		
Last Overhaul Mini Pack		
Back To Birth History		
Accident and/or Incident Statement		
<b>Airplane Records</b>		
A, B, C & D Check Status (Last & Next Accomplishment)		
AD (back to birth) Records		
SB (back to birth) Records		
CPCP Records		
SSID program (If applicable)		
Aircraft Last Weight Check Report		
Hard Time Components Records Including Certificate		
Oxygen generators Status (Life and Last replacement Date)		
Emergency Equipment Cabin lay out		
Loose equipment list		
Aircraft Inventory List		
List of installed OC & CM Components with Certificate		
All STCs (List of Applied STC and Its EOs)		
Number of ELT installed, Coded to Current Operator and Next Battery Replacement Date.		
Last ATC Transponders Date		
Swing Compass Inspection (Last and Next Inspection Date)		
Last Altimeters Check Date		
Last SDFDR and CVT Read Out		
List of Maintenance Checks Accomplished		
List of all EO's issued against the A/C.		
List of All modification		
MPD Task Records		
Seating Configuration (Approved LOPA)		
Last Test Flight Report (If Applicable)		
Aircraft Log book (At Least Records of 3 Years)		
Flight logs		
Deferred Defects Item List		
Dent & Buckle Chart		

FAA form 337 or equivalent for airframe, repair / Overhaul, Certification or last major visit		
Aircraft Historical Documents Availability (BTB)		
<b>Engine # 1 Records</b>		
Engine Type:		
Engine TSN:		
Engine CSN:		
Engine Thrust		
Fist Limiter		
Cycle Remaining		
Engine Last Shop Visit Mini Pack		
Engine Installed QEC Parts including PN, SN and Status		
Engine Test Cell Performance Run		
Engine Video Borescope Report (Current)		
Current LLP Sheet		
Back to Birth Records (Traceability)		
Engine Maintenance Program		
Engine Trend Monitoring (Last Six Month Report)		
FAA form 337 or equivalent for engine / APU major component, repair/overhaul, certification of last shop visit		
Accident and/or Incident Statement		
<b>Engine # 2 Records</b>		
Engine Type:		
Engine TSN:		
Engine CSN:		
Engine Thrust		
Fist Limiter		
Cycle Remaining		
Engine Last Shop Visit Mini Pack		
Engine Installed QEC Parts including PN, SN and Status		
Engine Test Cell Performance Run		
Engine Video Bore scope Report (Current)		
Current LLP Sheet		
Back to Birth Records (Traceability)		
Engine Maintenance Program		
Engine Trend Monitoring (Last Six Month Report)		
FAA form 337 or equivalent for engine / APU major component, repair/overhaul, certification of last shop visit		
Accident and/or Incident Statement		
<b>APU Records</b>		
APU Type		
APU TSN		
APU CSN		
APU Last Shop Visit Mini Pack		
APU LLP Status		



In addition, soft copy of all the documents will be needed prior to the induction of aircraft into Bakhtar Afghan Airlines (Lessee) 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.