

REQUEST FOR PROPOSAL (RFP) SCHEDULE FOR ACMI (WET) LEASE OF TWO AIRCRAFT

(Ref: 30.34.2600.011.RFP180.344.2019; Date: 24 September 2019)

01. **INTRODUCTION**

Biman Bangladesh Airlines Limited (Biman) invites Proposal/Offer for taking ACMI lease of 02 (two) wide-body aircraft for Hajj Season in 2020. Airlines, Operators, Owners of Aircraft and/or Leasing Companies may submit their proposals as per terms and conditions given in the RFP Schedule. Basic requirements are mentioned below:

a.	Name and address of the Lessor, Owner and Operator are to be specified clearly.
b.	Offer is expected for 02 (two) wide-body aircraft of any Make & Model, preferably Sister Ship. However, a Bidder may also offer one aircraft.
c.	Aircraft should be with 350 ± 10% seats in two-class configuration.
d.	Aircraft must not be more than 20 years old as on 20 May 2020.
e.	Bidder must provide MSN & Registration Number of the offered aircraft.
f.	Lease Term/Period will be from 20 Jun 2020 to 10 September 2020 (tentative).
g.	Aircraft should be capable of flying non-stop between Dhaka and Jeddah without load penalty (considering each passenger's weight including checked baggage is 120 Kg).
h.	The Operator(s) must have operational experience to and from the Kingdom of Saudi Arabia (KSA) for a minimum period of 03 (three) years.
i.	If the Bidder/Lessor is not the owner of the aircraft, then Owner's authorization for leasing the aircraft to Biman must be provided along with the proposal/offer.
j.	<ul style="list-style-type: none"> Major Checks/maintenances of the offered aircraft must not fall due during the lease period. If any Aircraft remains in C-Check/Heavy Maintenance or is scheduled to go for Heavy Maintenance/Engine Shop Visit before the lease period; then details of the MRO along with slot confirmation and Contact reference must be provided for independent verification.
k.	Valid Air Operators Certificate (AOC), Certificate of Registration (C of R), and Certificate of Airworthiness (C of A) must be provided along with the proposal/offer.
l.	Minimum Guaranteed Hours (MGH) is 700 (seven hundred) Block Hour (BH), per aircraft, for the entire lease term. In case of leasing two aircraft from a single Lessor/Operator, the MGH to be combined at 1400 (fourteen hundred) BH for the entire lease term.
m.	Closing schedule of the RFP is 1000 hours BST (0400 hrs UTC) on 22 October 2019.

02. **TECHNICAL INFORMATION**

Bidder(s) are required to submit the followings along with the proposals/offers:

- Valid copies of the Certificates/Documents as per **Annex-I**.
- Detailed Information on the offered aircraft:

Sl/no.	Biman's requirements	Bidders' response
a.	Aircraft Type & Series Aircraft must be complied with TCAS II Change 7.1	
b.	Manufacturer Serial Number (MSN)	



	Year of Manufacture (YOM) Registration Number and Country of Registration	
c.	Engine Make, Model & Rating	
d.	Range (with full payload)	
e.	MTOW, MLW, MZFW, OEW, Basic Weight, Payload, Fuel Capacity	(in Kg)
f.	Seat Configuration with LOPA	
g.	Fuel burn per Block Hour on DAC-JED sector (non-stop) with full payload (considering each passenger's weight including checked baggage is 120 Kg).	
h.	Detailed Life Status: <ul style="list-style-type: none"> • Total Airframe Hours (TSN) • Total Airframe Cycle (CSN) • Engine with Serial Number • Landing Gears • APU 	
i.	Details of the In-flight Video Entertainment Systems	
j.	Maintenance Status : <ul style="list-style-type: none"> • Last "C" Check performed on / at (Agency) • Last "D" Check performed on / at (Agency) • Hours/Cycles logged since "D" Check • Next "C" and HMV/D-Check due on • Mandatory modifications status on aircraft and engines • Details of accidents / incidents, if any, and repairs carried out 	
k.	Information on Operators: <ul style="list-style-type: none"> • Name and address of the Current Operator • Name and address of the previous Operator (immediate before the current operator) 	
l.	Number and size of pallets/container (FWD cargo & AFT cargo hold)	
m.	Cargo Compartment Configuration/ Capacity <ul style="list-style-type: none"> • Fwd – Number of LD3s / in cu. ft. • Aft – Number of LD3s / in cu. ft. • Bulk – Volume in cu. ft. 	

03. OPERATION AND MAINTENANCE OF THE AIRCRAFT

- The Lessor will be responsible for Operation and Maintenance of the aircraft under ACMI lease conditions.
- Dhaka, Bangladesh will be the base of operation.
- The aircraft will be operated in Biman's network for commercial operation.

04. PROVISION FOR SPARES AND TOOLS

The Lessor will be required to make provision for adequate spares/tools/consumables/LRUs/rotatables at Biman's base station i.e., Dhaka, Bangladesh for smooth operation of the aircraft during the lease term.



05. GALLEY AND SERVICE EQUIPMENT

- a. Each aircraft shall have following Galley facilities and arrangements:
 - 02 (two) ship sets of catering equipment and inserts with 50% of 2/3 trays and 50% of 1/2 trays, to be delivered along with each aircraft.
 - ATLAS Standard Galley Equipment is preferable. In case of different standard, 03 (three) sets of Galley Equipment/Inserts shall have to be provided along with each aircraft.
 - Galley Loading Diagram of the aircraft shall have to be provided along with the offer.
- b. Lessor may have to provide 01 (one) full ship set of ULDs in good condition.

06. PROVISION OF CREW

The Lessor will provide minimum 04 (four) sets of Cockpit Crew and 04 (four) sets of Cabin Crew per aircraft for the ACMI lease operation.

07. AIRCRAFT INSPECTION & VERIFICATION OF DOCUMENTS

Prior to finalization of the Lease Agreement, a Team comprising Officials of Biman and the Civil Aviation Authority of Bangladesh (CAAB) will inspect each aircraft and verify its documents.

08. AOG (AIRCRAFT ON GROUND) CONDITION

- a. In case of AOG/Technically Grounded situation, the Lessor shall undertake all necessary measures to make the aircraft operational within 24 hours.
- b. If the grounding of the aircraft continues for 36 (thirty-six) hours or more, then the Lessor shall compensate Lessee (Biman) the amount of its commercial loss, which is to be determined by Biman on case to case basis.
- c. The Lessee will not make any payment of rental for the hours lost for grounding of the aircraft leading to cancellation of flights by the Lessor. Hours lost for grounding of the aircraft shall be deducted from the Minimum Guaranteed Hours (MGH). The excess hours over the minimum guaranteed hours will be calculated after deduction of the lost hours from the MGH.

09. AIRCRAFT DELIVERY AND REDELIVERY

Aircraft shall be delivered and redelivered at/from Dhaka, Bangladesh at Lessor's cost.

10. OPERATIONAL REQUIREMENTS

Bidders are required to agree on the following:

- a. Fuel policy and selection of alternate Airports as per Biman Operations Manual (OM).
- b. Flight plan should be approved by Biman Operations Control Manager as per Biman OM.
- c. Refueling should be endorsed by Biman representative - Ground Engineer/ Operation Control Manager as per approved flight plan.
- d. Lessor will strictly follow the economy route of a flight given by Biman flight Operations Control and rerouting of that flight may be executed (due to restricted area, weather or any other reasons) but the reason of rerouting of the flight by PIC should be mentioned in the debrief.
- e. Lessor will provide soft copy of flight planning data (Dry Operating Weight, ZFW, TOW to Dy. General Manager (Route and fuel) of Biman.
- f. Copies of all post flight documents (such as Load Sheet, Aircraft Flight Log page, Master Flight Plan with actual TOW, ZFW, Landing Weight, Block Fuel on departure and arrival,

Debrief Report, Weather information, Prognostic Chart, and NOTAMS) to be sent to Dy. General Manager (Route and fuel), Biman within 03 (three) days after completion of each flight.

11. ADDITIONAL REQUIREMENT

In the event of operation of Hajj flights to/from Jeddah and scheduled flights to/from points in the Kingdom of Saudi Arabia (KSA), the Lessor will be required to obtain Safety Clearance/FOC from the General Authority of Civil Aviation (GACA), KSA after signing of the ACMI Lease Agreement with Biman.

12. FINANCIAL TERMS AND CONDITIONS

a. Lease Rental

- The ACMI rate per Block Hours (BH) must be quoted in US Dollars.
- ACMI rate must include Crew hotel accommodation, ground transportation and other associated cost of Lessor's Crew and Personnel at the base station, Dhaka. All Crew per Diem will be on Lessor's account. Lessee will bear the cost of Hotel accommodation and ground transportation for the Lessor's Crew outside the base, as per Lessee's own hotel accommodation policy, during the lease term.
- Average Hour-to-Cycle Ratio is 4 : 1.
- Bidder should also quote Lease Rental per BH in excess of MGH.

b. Insurance

The Lessor shall be responsible for Aircraft Hull and Third Party Liability Insurances during the lease period. Passenger, Baggage and Cargo Liability Insurances will be at Biman's responsibility.

c. Taxes

- Any and all applicable taxes outside of Bangladesh, in connection with the leased aircraft, shall have to be borne by the Lessor.
- Customs Duty/Clearance Charge/Tax in Bangladesh for import or export of any spare/equipment related to maintenance of the leased aircraft is to be borne by the Lessor.

d. Costs/Fees

- Biman will not be responsible for any costs/fees not specifically stated or not arising directly out of Biman's use or possession of the aircraft.
- Lessor will bear GSE (Ground Support Equipment) related costs if not incurred for Biman's operational requirements. Any GSE used for maintenance purpose will be billed to Lessor by Lessee.

13. PAYMENT

The Payment Terms and Schedule will be as under:

Payment considering Guaranteed Hours (MGH)	Terms Minimum	Upon positioning of Aircraft	25% of full amount
		10 July 2020	25% of full amount
		03 August 2020	25% of full amount
		18 August 2020	20% of full amount
		Upon final reconciliation	05% of full payment

14. NEGOTIATION

Biman will negotiate directly with Airlines, Operators, Owners of Aircraft and the Leasing Companies for the proposed lease.

15. VALIDITY OF PROPOSAL/OFFER

The proposal/offer should remain valid for 90 (ninety) days from the closing time of the RFP.

16. GENERAL TERMS AND CONDITION

- a. Non-compliance of any condition in the RFP Schedule where the word “must” have been used will render the proposal/offer as non-responsive.
- b. For Technically responsive Proposals/Offer, the cost per seat will be the criteria for Financial Evaluation in determining the lowest quoted rate.
- c. No unsolicited paper/document/information/approach will be entertained at any level. Bidders are requested to comply with the stipulated Terms & Conditions of the RFP Schedule, failing which the proposal/offer may be rejected at the option of the Biman.
- d. Biman reserves the right to accept or reject any or all proposal(s)/offer(s) at any time and/or at any stage without assigning any reason, whatsoever; and no claim shall be acceptable in this regard.
- e. Before delivery of the aircraft, the successful Bidder(s) will have to execute an ACMI Lease Agreement containing standard and customary Terms & Conditions not inconsistent with the provisions of this RFP.
- f. All other industry standard Terms & Conditions will be specified in the ACMI Lease Agreement.

17. SUBMISSION OF THE PROPOSAL/OFFER

The Proposals/Offer are to be submitted latest by 1000 hours BST (0400 hrs UTC) on 22 October 2019 addressed to General Manager Corporate Planning, Biman Bangladesh Airlines Limited, Head Office, Balaka, Dhaka, Bangladesh through Courier Service or E-mail to dacpm180@bdbiman.com. The Proposal(s)/Offer(s) will be opened immediately after the closing time in presence of the Bidder(s), if any.

No proposal/offer would be accepted after the closing time. Biman Bangladesh Airlines Limited will not be held responsible for late receipt of any proposal/offer due to any reason, whatsoever.

18. FURTHER INFORMATION

For further information or query, General Manager Corporate Planning may be contacted through e-mail to gmp@bdbiman.com or to Telephone: +880-2-8901697–during the Office hours.

M Masudur Rahman
General Manager Corporate Planning
Biman Bangladesh Airlines Limited

Annex-I

Certificates/Documents

01. Bidder(s) are required to submit valid copies of the following documents along with the proposals/offers:
- a. Statement of the Registered Owner/Operator regarding Airworthiness & Operational Compliance of the aircraft
 - b. Valid Certificate of Airworthiness
 - c. Valid Certificate of Registration
 - d. Document showing the date of Manufacture of the Aircraft
 - e. Aircraft Noise Certificate
 - f. Valid Certificate of Insurance
 - g. Maintenance Check Cycle
 - h. Maintenance details of Aircraft for last 12 months
 - i. Maintenance details of Engine & APU
 - j. AD/SB Compliance Report
 - k. Life Limited Parts List.
 - l. Aircraft Radio Station License
 - m. EGPWS Installation Document
 - n. TCAS-II 7.1 Installation Document
 - o. RVSM Compliance Document
 - p. RNP Compliance Document (Minimum 5 required)
 - q. Air Operator Certificate (AOC) of the Present Operator with Specifications
 - r. Technical Details of the Aircraft
 - s. Present status of Aircraft and Engines' hour including life time components
 - t. To be filled in Application Form No. CA-182C (Issue-4) as per requirement of the Civil Aviation Authority of Bangladesh(CAAB) with required documents
 - u. Statement of the lessor/operator responsible for operational control of the aircraft under the lease agreement that they fully understand the responsibilities under the applicable regulations.
 - v. Statement from the Civil Aviation Authority of the State of Registry that they are aware of the ACMI/Wet Lease Agreement. Form 83-bis will have to be signed between CAAB and Aviation Authority of the country of Registry regarding responsibilities of Flight Safety Oversight.
 - w. Certificate of acceptance of the aircraft by the General Authority of Civil Aviation (GACA), Kingdom of Saudi Arabia (KSA),
 - x. Any other documents as may be required by CAAB and GACA, Saudi Arabia for operation of Hajj Flights.

In case the above documents are not in English language, translated version of the documents in English, duly certified by the relevant authority, are to be attached.