

16 April 2023

REQUEST FOR PROPOSAL (RFP)
for
LEASE OF NEW or USED ATR42-600 AIRCRAFT

Island Aviation Services Limited
Dar Al-Eiman Building, Majeedhee Magu, Male'
20345

SUMMARY

Island Aviation Services Ltd (IASL) is a hundred percent government owned limited liability company established by a presidential decree on 13th of April, 2000. The company was initially established as an airline catering for the ever-growing demand for a domestic transport network. During a span of more than twenty-one years, the company has managed to become an established business operating an International airline all while providing a variety of services within the aviation industry.

IASL is the owner and operator of the National Airline of the Maldives, *Maldivian*, and is a hundred percent government owned limited liability company. The company operates its flights out of its primary hub in Velana International Airport (IATA: MLE; ICAO: VRMM).

The company initially provided domestic air transfer services to the regional airports within Maldives, along with being the handling agent for passenger, baggage and cargo as well as operating the CIP lounge at Velana International Airport (VIA). Since then, the airline operations of the company have grown to include International and Seaplane air transfer services while the airport ground handling services has been since reassigned to the Airport Operator at VIA. In addition to providing air transfer services domestically and internationally with a broad fleet consisting of Jet, Regional and Seaplane aircrafts, Island Aviation Services, under the brand name *Maldivian*, provides a diversified range of services related to the aviation industry. The company currently provides Airport Lounge Services, Airport Management Services, Engineering Services, Cargo Services as well as Travel Agency Services in addition to the core service of Airline.

Maldivian operates to more than 14 Domestic Airports with the current fleet of Regional Turboprop Aircrafts.

With the development of additional domestic airports and increase in the number of passengers utilizing the domestic services across the domestic network Island Aviation forecasts an increase in the domestic fleet utilization. In order to comply with Island Aviation's operational and expansion plan, we now invite all interested parties to submit proposals for the Lease of new or used ATR 42-600 aircrafts in the configuration further specified in the terms and conditions of this RFP.

DISCLAIMER

This Request for Proposal (RFP) is not an agreement and is neither an offer. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

IASL may in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information, assessment or assumption contained in this RFP.

The issuance of this RFP does not imply that IASL is bound to select an or to acquire the selected, as the case may be, aircraft for acquisition and IASL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and take any measures that it deems fit, including annulment or withdrawal of the RFP process (in whole or in part), at any time prior to the selection of the aircraft and without any liability or obligation or notice for such acceptant, rejection, withdrawal or annulment.

CONTENT

SUMMARY 1

DISCLAIMER..... 2

CONTENT 3

1 Instructions to Respondents 4

2 Award of Contract..... 11

3 General Conditions of Contract 12

4 Preferred Special Conditions of Contract 14

5 Evaluation of Proposals..... 15

6 Respondent Profile..... 19

7 Aircraft Specifications 20

8 Manuals and Documents..... 23

9 Price Schedule..... 24

10 Re-delivery conditions 26

1 Instructions to Respondents

1.1 Scope of Request for Proposal

This Request for Proposal (RFP) aims to solicit proposals (each a “Proposal”) from eligible parties (each a “Respondent” or a “Lessor”, as the context requires) to provide 5 (Five) new or used ATR42-600 aircraft (the “Aircraft”) on the following basis of transaction;

- 1- 3 x aircraft : operating lease.
- 2- 1 x aircraft: Sale and Lease back (SLB) under operating lease, expected delivery Q4 2023.
- 3- 1 x aircraft: Finance Lease, expected delivery Q1 2025

In respect of SLB and Finance Lease, respondents shall assume IASL has the Sale and Purchase Contract in place with ATR for the respective delivery dates.

The term for the operating lease for the used and new aircraft is for 6 and 12 years respectively, as per the terms and conditions set out herein. The term for the finance lease shall be atleast 12 years or more.

Expected Delivery Timeline: Quarter Q4 2023, year 2024 and Q1 2025. Delivery dates falling past the Expected Delivery Timeline will also be considered.

Throughout the RFP documents:

The term “in writing” shall mean communicated in written form by email with proof of receipt.

“Day” means one working day in the Republic of Maldives.

1.2 Parties Qualified to apply

- (a) Aircraft owners
- (b) Aircraft Lessors
- (c) Commercial Banks
- (d) Financial Institutions
- (e) Entitites managed by or wholly owned directly or indirectly by any of the above categories or trusts whose beneficial interests is owned by an entity managed by or wholly owned directly or indirectly by any of the categories listed above.
- (f) Each shall posses the legal right to sign the lease agreement of the aircraft being offered.

(g) Proposals from Brokers and intermediaries will not be accepted.

1.3 Offers for Aircraft

Respondents may submit Proposals for any number of aircraft provided that they meet the requirements specified herein.

1.4 Cost of RFP

The Respondent shall be responsible for its own costs incurred (including legal cost) in connection with the preparation and submission of its Proposal, and IASL under no circumstance will be responsible or liable for those costs regardless of the conduct or outcome of the bid.

1.5 Language

The Proposal, as well as all correspondence and documents relating to the Proposal (including supporting documents and printed literature) exchanged by the Respondent and IASL shall be written in English language. If a document is in a language other than English, then the respondent shall provide a true copy of that document in English.

1.6 Currencies of Proposal

All Prices shall be quoted in US Dollars.

1.7 Delivery Location

Lessor and IASL shall mutually agree on a delivery and re-delivery location, giving consideration to any tax consequences etc. Preference will be given to locations close to Velana International Airport.

1.8 Habitual Base

The aircraft will be habitually based at Velana International Airport (IATA: MLE), Republic of Maldives.

1.9 Documents Comprising the RFP

- (a) Respondent Profile: Each Respondent shall submit a brief Company Profile outlining their portfolios and customer details as per Clause 6 (Respondent Profile)
- (b) Technical Information: The technical information of the Aircraft as per Clause 7 (Technical Specifications). Respondents may add separate sheets to provide additional information.
- (c) Additional Support: Additional Support package (such as training or any other credit available with Lessor or Manufacturer, spares support and spare engine support) if any, shall be provided as part of the Proposal.
- (d) Manuals and Documents: All manuals and documents as per Clause 8.

- (e) Price Schedule:Lease rent, security deposit, maintenance reserves rates, and insurance values as per Clause 9 (Price Schedule).The amounts quoted shall be the amount applicable at the time of aircraft delivery to IASL.
- (f) Statement of Declaration:Respondents are expected to examine all instructions, minimum eligibility criteria and all other terms and conditions contained herein. Failure to comply with these requirements shall be at the Respondent's risk and may affect the evaluation of the Proposal or result in the rejection of the Proposal.
- (g) Each respondent shall provide a statement of declaration indicating acceptance of the terms and conditions of the RFP. Terms and Conditions which are not acceptable to the Respondent shall be clearly indicated on the offer.
- (h) The requirements included in this document are the minimum requirements of the aircraft and services solicited. The aircraft being proposed must meet or exceed all the requirements defined herein.

1.10 Deadline for submission of Proposals

- (a) Proposals conforming to the requirements set out herein must be submitted only by email to moothath.mohamed@iasl.aero (with the reference number, Name, address and contact information of the Respondent clearly indicated in the email) by 23:59hrs Maldives time (Time difference to GMT is +5 hours) on 4th May 2023.
- (b) Submittals will only be accepted in Adobe pdf format, except for aircraft information/data sheets which shall be accepted in XLS format.
- (c) No offer or Proposal shall be acknowledged or accepted unless they are copied to the following email accounts;
 - (i) mohamed.ziyau@iasl.aero
 - (ii) procurement.admin@iasl.aero
- (d) Any Proposal received by IASL after the Proposal submission deadline, for any reason whatsoever, shall be rejected and returned to the Respondent.

1.11 Proposal Submission Guideline

Respondent may submit a proposal using a zip file (7 zip) secured with a password and are requested to forward the password(s) to access the files on 05th May 2023.

Note: Proposal submitted by any Respondent that does not share the password during the specified time period shall be disqualified, as the Proposal document cannot be accessed by the team in the absence of the submitting Respondent's password. IASL will not take responsibility for any Proposal that gets disqualified due to the Respondent's failure to share the Password for document access.

Mail Capacity: The maximum capacity of a single mail is 20mb. Therefore, Proposals that are larger than 20mb must be emailed in separate emails to the submission email thread mooath.mohamed@iasl.aero within the instructed timeframe.

1.12 Validity of Proposals

All Proposals shall be valid for a minimum period of 5 months from the due date of submission for Proposals.

1.13 Modification or withdrawal of Proposals

The Respondent may withdraw its Proposal after submission, provided that written notice of withdrawal is received by IASL prior to the deadline prescribed for submission. No proposal shall be modified or withdrawn in the interval between the deadline for submission of bids and the expiration of period of Proposal validity.

1.14 Amendment to RFP

At any time prior to the deadline for submission of Proposals, IASL may amend the RFP documents by issuing an addendum.

Any addendum issued shall be part of the RFP documents and shall be published in the official gazette of Maldives, uploaded to IASL website and will be communicated to Prospective Lessors.

1.15 Extension to Submission date

Prospective respondents shall be given reasonable time as IASL deems reasonable to take an addendum into account in preparing their proposals by extending the deadline for submission of Proposal.

1.16 Deliberation with Respondents

No Respondent shall be allowed to alter or modify their Proposal after the Proposals have been opened. However, IASL may seek and accept clarifications to the Proposal that do not change the substance of the Proposal.

1.17 Schedule of Events

The following schedule of events table represents IASL’s best estimate of the schedule that will be followed. All times indicated are prevailing times in Maldives. IASL reserves the right to adjust the schedule with prior notice as it deems necessary.

Event	Time	Date
IASL issues RFP	-	16 April 2023
Deadline for submission of questions for clarification	14:00	30 April 2023
IASL provides answers/clarifications latest by	18:00	01 May 2023
Deadline for submission of Proposals	23:59	04 May 2023

Proposal evaluation completed and IASL notifies the 3 lessors whose offers have been determined to be the most advantageous Proposals	-	21 May 2023
---	---	-------------

1.18 Clarification

- (a) A prospective respondent seeking any clarification about any aspect of the RFP or the project shall contact IASL prior to the appropriate deadlines indicated in the Schedule of events and such queries or questions shall be submitted in writing to: to moohath.mohamed@iasl.aero copied to procurement.admin@iasl.aero and mohamed.ziyau@iasl.aero.
- (b) IASL shall respond to any such requests provided that such requests are received within the allowed timeframe.
- (c) To assist in the examination, evaluation, comparison and post-qualification of proposals, IASL may, at its discretion, request any Respondent for a clarification of its Proposal. Any clarification submitted by a Respondent in respect of its Proposal but, not in response to any requests by IASL shall not be considered for the purpose of evaluation.
- (d) All requests for clarification and the response shall be in writing.
- (e) No telephone calls will be permitted.

1.19 Responsiveness of Proposals

- (a) The determination of a Proposal's responsiveness shall be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions and specifications of the RFP documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
 - (i) Affects in any substantial way the scope, quality or performance of IASL's requirements specified in the RFP documents and or
 - (ii) Limits in any substantial way, inconsistent with the RFP documents, IASL's rights or the Respondent's obligations under the Contract; or
 - (iii) If rectified would unfairly affect the competitive position of other Respondents presenting substantially responsive Proposals.
- (b) If a Proposal is not substantially responsive to the RFP documents, it shall be rejected by IASL and may not subsequently be made responsive by the Respondent by correction of the material deviation, reservation or omission.

1.20 Non-conformities, Errors and Omissions

- (a) Provided that a Proposal is substantially responsive, IASL may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.
- (b) Provided that a Proposal is substantially responsive, IASL may request that the Respondent submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Proposal related to documentation requirements. Such omissions shall not be directly or indirectly related to any aspect of the price of the Proposal. Failure of the Respondent to comply with the request may result in the rejection of its Proposal.

1.21 Preliminary examination of Proposals

- (a) IASL will examine the proposals to determine their completeness and order. Prior to the detailed evaluation of Proposals:
- (b) IASL will examine the Proposals to determine whether the following documents and information have been provided in the Proposal. If any of the documents or information is missing, IASL has the right to reject the Proposal.
 - (i) The Proposal is complete and does not deviate from scope.
 - (ii) Price schedule in accordance with Clause 9.
 - (iii) The documents have been properly signed
 - (iv) The Proposal validity meets the required period
 - (v) The Respondent is eligible and possess the requisite experience in aircraft leasing and management.
 - (vi) The Proposal does not deviate from the required technical requirements
 - (vii) The Proposals are generally in order.

1.22 Examination of Terms and conditions: Technical/Financial Evaluation

- (a) IASL shall examine the Proposals to confirm that all terms and conditions specified in schedule of requirements have been accepted by the Respondent without any material deviation or reservation.
- (b) IASL shall evaluate the technical and Financial aspects of the Proposal submitted to confirm that all requirements specified in Schedule of Requirements of RFP have been met without any material deviation or reservation.

- (c) If following the examination of the terms and conditions and the technical evaluation, IASL determines that the Proposal is not substantially responsive in accordance with clause 1.18, IASL shall reject the proposal.

1.23 Evaluation of Proposals

- (a) IASL shall evaluate each Proposal that has been determined, up to this stage of the evaluation, to be substantially responsive.
- (b) All Proposals shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth under Technical and Financial Evaluation Criteria.
- (c) To evaluate a Proposal IASL shall consider the following
 - (i) Adjustment of technical specification in accordance with Paragraph 2 under Technical Evaluation Criteria
- (d) IASL may at its discretion give consideration to other factors in evaluation of Proposals stated in RFP documents, such as Delivery timeline, Delivery location, Consensual Lease Termination, Buy-out of Re-delivery conditions and Direct Payments to MRO from Maintenance Reserves etc.

1.24 Comparison of Proposals

- (a) IASL shall compare all substantially responsive Proposals to determine the three most advantageous (highest evaluated) Proposals in accordance with clause 5.5
- (b) Final comparison of the three shortlisted Proposals shall be in accordance with clause 5.5 and as more elaborately defined under Clause 2

1.25 Post qualification of the Respondent

- (a) IASL shall determine to its reasonable satisfaction whether the Respondent that is selected as having submitted the highest evaluated and substantially responsive Proposal is qualified to perform the Contract satisfactorily.
- (b) The determination shall be based upon
 - (i) An examination of the documentary evidence of the Respondent's qualification submitted by the Respondent pursuant to Clause 6 and any other information as IASL deems necessary and appropriate.
- (c) An affirmative determination shall be prerequisite for award of the Contract to the Respondent. A negative determination shall result in disqualification of the Proposal in which event, IASL shall proceed to the next highest evaluated Proposal to make a similar determination of that Respondent's capabilities to perform the Contract satisfactorily.

1.26 IASL's right to accept any Proposal and to reject any or all proposals

IASL reserves the right to accept or reject any Proposal and to annul the RFP process and reject all Proposals at any time prior to contract award or execution of the Lease Agreement without thereby incurring any liability to Respondents.

2 Award of Contract

2.1 Award criteria and Notification of Selection

- (a) IASL has the right to award the contract to the proposal that, in its opinion, is the most advantageous (highest evaluated), or to reject all proposals, without being liable in any way or giving the Respondents the right to file a claim of any nature. The decision adopted by IASL will be, in all cases, incontrovertible.
- (b) For the purpose of award, IASL will take into consideration (i) the technical condition of the Aircraft; (ii) the delivery / re-delivery condition of the Aircraft; and (iii) economic and contractual conditions.
- (c) Following evaluation of Proposals as per clause 5.5, IASL will shortlist and notify in writing the three most successful Respondents whose offers have been determined to be the highest evaluated proposals, provided further that they have also been determined to be qualified to perform the contract to IASL's reasonable satisfaction.
- (d) Each unsuccessful Lessor shall also be promptly notified.
- (e) Upon notification to Lessors whose offers have been shortlisted, IASL reserves the right to request from them further improvements on their proposal and negotiate to reach a high-level agreement on the key aspects in relation to technical, legal, operational, financial and commercial terms of the leasing agreement.
- (f) Following further negotiations with shortlisted Lessors, IASL shall re-evaluate the Proposals in accordance with the evaluation criteria, taking into account the re-negotiated/improved terms.
- (g) Following re-evaluation, IASL shall notify the Lessor whose offer has been determined to be the highest evaluated Proposal of its selection and shall promptly notify the two unsuccessful Lessors of their rejection.
- (h) The award of contract for the selected Proposal shall be subject to IASL Board of Directors' approval.
- (i) Until a formal Contract is prepared and executed, the notification of selection shall not constitute a binding Contract.

3 General Conditions of Contract

Following terms and conditions shall be an integral part of the Lease agreement to be signed between IASL and the successful Respondent to whom the contract has been awarded.

3.1 Scope of Agreement

The Lease Agreement shall be for the dry lease of aircraft on terms and conditions as explained and defined in this Section 3 – General Conditions of Contract and Section 4 – Special Conditions of Contract.

3.2 Civil Aviation Authority and EASA Requirements

The Lease Agreement will be subject to obtaining all required approvals from Maldives Civil Aviation Authority (MCAA), Government Authorities, IASL Board of Directors and Lessor. Lessor must comply with the requirements of Maldives Civil Aviation Authority (MCAA), and EASA prior to the delivery of aircraft. IASL shall ensure that all MCAA requirements are followed and complied with, in the operation of the aircraft during the lease term.

3.3 Payment Terms

- (a) Currency of payment: All the payments between the two parties shall be in US Dollars throughout the term of the contract.
- (b) Invoice: Lessor shall send the monthly rental invoice at least ten days before the start of each rent period.
- (c) Lease Rental: IAS shall pay the monthly lease rental by the due date.
- (d) Maintenance Reserves: Lessee shall make monthly maintenance reserves payments in arrears based on the actual hours and cycles (as applicable) flown in the preceding month.
 - (i) Preference will be given to Respondents who agree to return or credit any unused surplus Maintenance Reserves balance to IASL following each respective maintenance event.
- (e) Annual price escalation: Escalation of maintenance reserves rates shall not be more than 3.0% per year except engine Life Limited Parts, which shall be in accordance with the Engine Manufacturer's catalogue pricing of each year.

3.4 Inspection of Aircraft

- (a) IASL at Lessor's sole cost and expense have the opportunity to perform a physical inspection of the aircraft at its then-existing location at a date to be agreed and shall conduct a review of the technical records associated with the aircraft, which Lessor shall make available to IASL digitally or during physical inspection.

- (b) Throughout the inspection period, Lessor shall make available, as applicable, full access to the Aircraft and Technical Records and documents including back to birth history to Lessee and/or its agents for inspection. A subsequent approval will be required for signing to sign the Lease Agreement.
- (c) An aircraft evaluation report, upon request shall be made available to IASL 14 Days prior to Preliminary aircraft inspection date.
- (d) Additional documentation such as;

Certificates

- (i) Type Certificate, ATR type certificate data sheet, Noise Certificate, Form 52 or equivalent etc.

Technical Documentation

- (ii) Aircraft Modification List, Aircraft Inspection Report.
 - (iii) Log Books: Aircraft, Engines, propeller, landing gear log book.
 - (iv) Drawing of Interior configuration (LOPA and Emergency equipment),
 - (v) Airworthiness Directives and Service Bulleting incorporation list,
 - (vi) Summary maintenance status and maintenance forecast list (acceptable in .xlsx format),
 - (vii) Current Life Limited Parts list including engines and landing gears
 - (viii) And any other information or data which is reasonably requested by IASL shall be made available.
- (e) Lessor shall reasonably assist IASL as required and provide an appropriate facility such as a centralized room with air-condition and services such as internet, document scanning/printing and telephone.
 - (f) The Preliminary Inspection shall be completed within not more than three business days and Lessor shall allow IASL sufficient ground time access to aircraft (no less than 8 hours) and its records for inspection during the period of inspection.

3.5 Pre-delivery Workscope

- (a) Cost of aircraft configuration, workscope to ensure compliance with delivery conditions and other requirements of IASL including engineering work orders according to EASA requirements shall be to the account of Lessor.
- (b) Upon completion of the preliminary inspection, Lessor shall be given a reasonable opportunity to procure at its own cost the repair of any defects which have caused IASL to be dissatisfied with the condition of the aircraft and any modifications which may be required by IASL.

3.6 Extension in Lease Period

IASL at its discretion shall have the option to extend the lease period beyond the expiry of initial lease term.

3.7 Aircraft Acceptance Procedure

The Aircraft Lease agreement shall further detail the aircraft delivery procedure. Aircraft Acceptance Process shall include among others, a full video borescope inspection and an acceptance flight test to demonstrate that the aircraft complies with the terms of the RFP.

3.8 Ferry Flight Assistance

The Lessor at its own cost including flight planning, flight preparation, overflight permits, landing permits, handling, catering, accommodation for operating crew, hotel transfers, route chart/load & trim sheets, fuel, visas, custom clearance upon arrival, return tickets except any cost arising out of IASL's personnel, shall ferry or shall procure a third party to ferry the aircraft from its location to IASL's habitual base.

4 Preferred Special Conditions of Contract

The details of IASL's special requirements are given below.

4.1 Consensual early termination of the Lease

Preference will be given to Lessors willing to agree upon consensual termination of the lease upon occurrence of certain events to be agreed upon in the Aircraft Lease Agreement.

4.2 Training

(a) In order to assist IASL with the entry into service of the Aircraft, Lessor at its own cost shall provide IASL with a training and support package as detailed in this Clause.

(i) 6 Sets of ATR Flight type Rating Course (Each Flight Deck Crew comprising two Pilots)

(ii) 2 ATR Cabin Crew Instructors Course

(iii) 5 Maintenance Type Training Course (at Level 3 B1/B2)

(iv) 3 ATR T3 Ramp and Transit course

(v) 3 ATR T4 Base Maintenance Certifying Engineer Course

(vi) 2 Engine run-up course

4.3 Spare engine support

Preference will be given to Lessors who commit to provide replacement/spare engines at no additional cost to IASL (except for maintenance reserves towards Engine Performance Restoration and Engine LLP replacement) when original engines titled to the Aircraft require Performance Restoration Shop Visits.

4.4 Direct Payments to MRO from Reserves

At IASL's request Lessor shall release funds from the respective Reserve Account for work performed on the Airframe, Engine, Landing Gear or APU, as applicable, directly to the Maintenance Provider performing such work.

4.5 Buy-out of Re-delivery conditions

Lessee at its discretion shall have the option to buy out any and all re-delivery conditions at the return of Aircraft.

5 Evaluation of Proposals

5.1 Minimum eligibility Criteria

- (a) Lessors shall be required to comply with all "Mandatory" Technical requirements set out under Principal Specifications & delivery conditions (Clause 5.2). In the event that the aircraft being offered by a Respondent does not comply with Mandatory requirements, its Proposal shall be rejected and there shall be no further evaluation of its Proposal.
- (b) Preferred requirements shall not be mandatory to comply with.
- (c) Respondents shall provide comprehensive equipment listing to proposed aircraft, which shall be taken into consideration during financial evaluation to assess induction costing.

5.2 Principal Specifications & delivery conditions:

- (a) The Aircraft
 - (i) shall have minimum 46 seats at 30" pitch configuration (Preferred)
 - (ii) Shall have Cabin Interiors "Armonia" or equivalent with Smart Galley A03/1 + H1/3 (Preferred)
 - (iii) Shall be installed with Pratt & Whitney PW 127XT-M engines & Hamilton/Sundstrand 568F propellers(Mandatory for new aircraft)
 - (iv) Shall be installed with New Avionic Suite Standard 3, Cat.2 Autopilot, T²CAS (TCAS II Version 7.1) (Mandatory for new aircraft)

- (v) Shall comply ADS-B Out DO-260, DFDR 88 parameters recording (Mandatory)
 - (vi) Shall have repositionable cabin divider installed at second row (Preferred)
 - (vii) If the Respondent for any reason is unable to deliver the aircraft in the required configuration, the proposal shall include the timeline for the reconfiguration and the economic terms to be applied between the delivery date and reconfiguration date.
- (b) Lease term: 12 years for new aircraft and 6 yrs for used aircraft (Preferred)
- (c) Airworthiness Directives and Mandatory Service Bulletins: All Airworthiness Directives which are issued prior to the delivery of the Aircraft and which require compliance within the next 2,800 flight hours or 1,200 flight cycles (Whichever is limiting) from the date of delivery shall be complied with. (Mandatory)
- (d) Major maintenance events: Aircraft shall be delivered clear of all major maintenance events from the date of delivery for 24 months, 8000 flight hours, 6500 flight cycles without any deferred or carryover items. (Mandatory)
- (e) C Check: Aircraft shall be delivered fresh from C check (Mandatory)
- (f) Lessee Livery: Existing paint shall be stripped and Aircraft shall be painted in IASL's livery. (Mandatory)
- (g) 6Y/12Y Check: If the next scheduled check falls within the next 24 months, the aircraft shall be delivered after having carried out the respective check. (Mandatory)
- (h) Engine Performance Restoration and LLP:
- (i) Each engine LLP shall have at least 5,000 cycles remaining until discard at the date of delivery. (Preferred)
 - (ii) Engines shall be delivered fresh from H.S.I
- (i) Landing Gear:
- (i) Overhaul: The nose and each main landing gear will have no less than 6yrs or 18000 flight cycles remaining to the next landing gear overhaul. (Mandatory)
 - (ii) Discard: Each landing gear LLP will have no less than half life remaining to operate until its next removal.

NOTE: Lessee is part of the ATR GMA program and may elect to take part in PWC GMCP program. An offers shall be made on the condition that addition of the aircraft to these programs are accepted by the lessor.

Cargo bay extension modification to be carried out.

IASL has a paperless maintenance system with digital retention of records which is accepted by local authority and is inline with EASA best practices.

5.3 Technical Evaluation Criteria

- (a) Following evaluation criteria will be followed for Technical evaluation of Proposals that meet the Minimum eligibility criteria.

Item Description	Reference	Max Points
Cumulative Hours	New	10
Cumulative Cycles	New	10
Age	New	10
MTOW	18T	5
Quick Access Recorder (QAR)	Installed	5
Meets EASA OPS and Eurocontrol Requirements	Compliant	5
1A	Highest Remaining	3
1C	Highest Remaining	5
2C	Highest Remaining	5
6 YR Check Intermediate Structural Check	Highest Remaining	7
12 YR Check Heavy Structural Check	Highest Remaining	7
AD/SB and Component Replacement Clear for 24 Months	Complete	5
Engine	New	30
Engine Overhaul	Overhaul	10
Engine H.S.I	Hot Section Inspetion	5
Engine LLP	Full Life	20
Nose LG	New	20
Nose LG	Overhauled	10
Main Landing Gear	New	20
Main Landing Gear	OH	10

- (b) If the aircraft currently does not meet the Minimum Eligibility Requirement but, the Lessor agrees to have the aircraft modified at the time of delivery such that the aircraft will then meet the required minimum eligibility requirements, then the marks given to that aircraft, shall be based on the delivery condition of the aircraft.
- (c) Marks will be calculated according to the following formula.

$$A = \text{Total Marks obtained} / 202 \times 100$$

5.4 Financial Evaluation Criteria

- (a) The financial comparison will be based on the projected Net Present Value of Cash Flows over the Lease term.
- (b) The offer with the highest Net Present Value of cash Flow over the duration of the lease term will be considered as the most advantageous Proposal.
- (c) Marks will be calculated as per the following formula:

$$B = PVx / PVy \times 100$$

PVx = Net Present Value of Cash flow of offered Aircraft.

PVy = Highest Net Present Value of Cash Flow amongst all aircraft evaluated.

- (d) Total Revenue and Cost for the purpose of financial evaluation of Proposals will be calculated based on an assumed annual utilization of the Aircraft over the planned network.
- (e) Total Cost for the purpose of Financial Evaluation shall take into consideration;
 - (i) Estimated Induction Costs
 - (ii) Major maintenance cost exposure of airframe, engine, Landing gear throughout the lease term
 - (iii) Lease Rental
 - (iv) Preference will be given to Lessors who agree to reset the respective reserve account and return or credit any unused surplus balance following each relevant maintenance event.
 - (v) Potential cost savings from training and support package
 - (vi) Security Deposit
 - (vii) Estimated Re-delivery Cost

5.5 Methodology for Assessing the most advantageous Proposal

(a) Following methodology will be applied for assessing the most advantageous Proposal.

X	=	[(A x Technical Evaluation) + [(B x Financial Evaluation]
Where,		
X	=	Net Outcome
A	=	Marks obtained in Technical Criteria
B	=	Marks obtained in Financial Criteria
TEW	=	Technical Evaluation Weightage (50%)
FEW	=	Financial Evaluation Weightage (50%)

(b) The offer with highest Net outcome will be considered as the Most Advantageous Proposal.

6 Respondent Profile

(a) Each respondent shall provide following details on their official company letter head.

- (i) Registered Name & address of the Company:
- (ii) Date & country of Incorporation:
- (iii) A copy of the Certificate of Incorporation/registration certified by the Company Secretary or a person duly authorized on behalf of the Lessor/Respondent.
- (iv) Nature of Business:
- (v) Company type: Public, Private, other (please specify)
- (vi) Contact: Name, designation, email and telephone number.
- (vii) Company ownership proof:
- (viii) Type and size of fleet (List of aircraft with ownership rights should be provided)
- (ix) List of customer airlines (List of current/previous aircraft should be attached herewith)
- (x) Financial health (Please provide Audited financials for the past 4 years)

As the authorized representative of[name of the Company], I hereby confirm on behalf of[name of the Company] that the information provided above are true and accurate and acknowledge that the Proposal of [name of the Company] submitted herewith shall be rejected in the event all or any of the information provided above is found to be incorrect.

Details of the Respondent’s authorized signatory:

Name:

Designation:

Date:

Signature and Company stamp:

7 Aircraft Specifications

- (a) Respondents are required to provide all the latest version of technical information including standard technical specifications, options available and the related documentation / drawings thereof. Original LOPA with certified seating capacity may also be provided.
- (b) In case of any deficiency in aircraft with regards to requirements outlined herein but, Lessor agrees to enhance such specifications before the delivery of aircraft, then the aircraft will be evaluated accordingly.
- (c) Lessor shall provide the following aircraft technical specifications for each aircraft offered as they presently exist (please indicate the date) and as they will at the time of delivery.

General	
Aircraft Type:	
Aircraft Model:	
Year of Manufacture:	
Aircraft Registration:	
Engine Type:	
Seating Configuration:	
EASA/FAA Certification:	
ADS-B Out Capability:	
QAR installed:	
RVSM Capability:	
TCAS 7.1	
Cargo Capacity:	
Forward Cargo Capacity:	
Aft Cargo Capacity:	
Name of the Aircraft Owner:	

Address:	
Nationality:	
Name and address of Current Operator:	
Current location of the Aircraft:	
Area of Operation of the Aircraft	
Serial Number:	
Current Registration:	
Country of Registration:	

Certificate	
Noise Certificate:	
Certificate of Registration (shall include details of any security or mortgage held over the aircraft):	
Certificate of Airworthiness:	

Airframe	
Aircraft Hours/Cycles Since New:	
Aircraft Hours/Cycles Since Last "C" Check:	
When was last major check carried out?	
Hours/Cycles logged since last major check:	
Was the last major check performed as per M.P.D?	
MRO that performed the last major check:	
Type of Checks due during lease term and grounding time:	
Type of next check due and due date, i.e. flight hour / Calendar time:	
Hours to Landing ratio:	
Copy of the M.P.D Check interval pages	
Copy of the LOPA	
Details of repairs and modifications	

Interior	
Total Seats Certified:	
Present Configuration:	
Seat Manufacturer and Model:	
Emergency Equipment Location (LOPA to be provided):	
Passenger Cabinet / Quantity & Location:	
All seats must meet fire blocking requirements	
Life Jacket for all seats	
Number of cabin attendant seats	
Seat Pitch	

Engines	
Engine Manufacturer:	

Type and Model:	
Last Overhaul Facility:	
Serial No.:	
Total TSN & CSN:	
TSO/CSO:	
TSLSV / CSLSV:	
Reason for Last Shop Visit:	
Cycles remaining on first limiter:	
Time since H.S.I	

Landing Gear	
Manufacturer:	
Part No.:	
Serial No.:	
When was the last overhaul done:	
When is the next overhaul due:	
Time Since New / Cycles Since New	
Time Since OH/ Cycles Since OH	
Remaining Cycles to Discard	

Weights	
Last weighing carried out on:	
Weighing interval:	
Maximum Ramp Weight:	
Maximum Take-Off Weight:	
Maximum Zero Fuel Weight:	
Operating Weight:	
Empty Weight:	
Maximum Fuel Weight / Capacity:	
Galleys	
Number of Galleys	
Location of Galleys	
Type of Galleys	

8 Manuals and Documents

The lessor shall provide following documents/records/manuals at the time of aircraft inspection / before the delivery of the aircraft.

Engineering

1. Approved Maintenance Program
2. Aircraft AD/SB/STC status
3. CPCP or applicable Corrosion Prevention Program compliance
4. Structural Repair approvals record (SRM, RD, Other)
5. Dent / Damage repair chart
6. List of fly away equipment
7. Engine record
 - i. Last test cell reports
 - ii. LLPs status and back to birth traceability
 - iii. ADs compliance report (engines, APU & aircraft)
 - iv. Engine mod/SB/Inspection report & applicable forms
 - v. Last Heavy maintenance records for engine modules
 - vi. Engine removal history
 - vii. Past year trend and condition monitoring reports
 - viii. Historical BSI reports
 - ix. Engine log books, Aircraft and APU log books
 - x. Component readiness (Hard Time and On-Condition items)
 - xi. Aircraft Inspection readiness (Last done Next due)
 - xii. Engine and Landing Gear LLP list with Back to Birth
 - xiii. Technical log, cabin and flight log books
8. One Flight Attendant Manual by Manufacturer per Aircraft
9. One Ramp Handling Manual per Aircraft
10. Historical Data including Original Manufacturer Delivery Documents
11. HT and OCCM component status.
12. Last Done & Next Due status.
13. Aircraft Maintenance Checks (A,C, 6Y, 12Y) etc
14. AMP Status
15. Up to date Technical Log Book entries.
16. Used fluid status on Airframe/Engine/APU etc.
17. Latest Aircraft Weighing Report
18. Any concessions applied including repeat inspections.
19. Deferred defects and carry forward defects.
20. Latest LOPA & Emergency Equipment List.
21. Latest status of software installed on the aircraft.
22. Galley installed components list.
23. Airframe LLPs
24. ECM Data for last 3 months

9 Price Schedule

9.1 Lease Rental

Description	Amount in US Dollar
Monthly lease rental	

9.2 Security Deposit

Description	Amount in US Dollar
Security deposit (refundable upon aircraft re-delivery)	

9.3 Maintenance Reserves

Supplemental Rent			
Maintenance Events	Reserved Rates (USD)		
	Per FH	Per FC	Per Month
Airframe			
1C Check			
2C Check			
4C Check			
4Yr Inspection			
8Yr Inspection			
Cycles Structural Check (Less than 36000 cycle check) rates to be applied until 36K event performed			
Cycles Structural Check (Greater than 36000 cycle check) rates to be applied after 36K event. -36K Threshold/12K interval Task events -36K Threshold/18K interval Task events -36K Threshold/24K interval Task events			
Landing Gear			
LH Main Landing Gear Assembly			

RH Main Landing Gear Assembly			
Nose Landing Gear Assembly			
Engine			
Engine Hot Section Inspection			
Engine TMM Overhaul			
Engine RGB Overhaul			
Engine LLP replacement			
Propeller			
Overhaul Hub			
Actuator			
Transfer Tube			
Adjusting Nut			
Propeller Blades			

9.4 Maintenance Reserves rates escalation

Description	Percentage	Remarks (if any)
Annual escalation of maintenance reserves rates (except engine Life Limited Parts which shall be tied to the Manufacturer's catalogue pricing)		
Percentage of Stub Life added to LLP reserve rate		

9.5 Insurance

Description	Amount in US Dollar	Amount in words
Aircraft Hull Value / Agreed value		
Comprehensive liability coverage - minimum		

9.6 Other terms (if any)

Description	Amount in US Dollar

Notes:

All rates shall be quoted in US Dollars and shall be the applicable Net amount payable to the Lessor at the time of aircraft delivery.

Signature:..... [of the person signing the Proposal]

Name & Designation:.....[of the person signing the Proposal]

10 Re-delivery conditions

- (a) Return Airframe Check
- (b) Airworthiness Directives
- (c) Engines Performance
- (d) Engines LLP
- (e) Landing Gears, Tires Wheels and Brakes
- (f) Hard Time Parts
- (g) On-Condition or Condition-Monitored Parts
- (h) Age of Parts
- (i) Life Limited Parts
- (j) Paint