



## **BIDDING INVITATION**

**RELATING TO ACMI LEASE OF AIRCRAFT**

**“AOAFF N° 04/2015/AH-DP”**

Attention of Bidders is drawn to the following:

Aircraft are required on ACMI Lease

To operate AIR ALGERIE regular schedule, charter and Omra flights as per the details, terms and conditions provided in the current document

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## A. GENERAL PROVISIONS

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### 1. Scope of Bid

The Employer, as defined in the Bidding Data Sheet (BDS) launches an invitation for Bids in order to purchase services described in the BDS. The project name and identification number of bidding is provided in the BDS.

The retained bidder shall finish to provide Services at the stated date mentioned in the Bidding Data Sheet (BDS).

### 2. Ethics Rules

Air Algérie requires from its contracts Bidders to observe the professional ethics rules and the rules established by the Employer.

### 3. Eligible Bidders

3.1 Bidders must not:

- a) be subject to a competition prohibition.
- b) be subject to an Air Algérie's procurement exclusion decision;

3.2 Bidders must provide all the necessary documents establishing their admittance to compete that the Employer may require.

### 4. Qualification of the Bidder

4.1 All Bidders shall provide, using the Bidding Forms stated in Section 4, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

To qualify for award of the Contract , Bidders shall meet the minimum qualifying criteria stated in the BDS.

4.2 All bidders shall include the following information and documents with their bids in Section 4, unless otherwise **stated in the BDS**:

- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b) total monetary value of Services performed for each of the last five years;
- c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- d) qualifications and experience of key site management and technical personnel proposed for the Contract;
- e) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

- f) authority to the Employer to seek references from the Bidder's bankers;
- g) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- h) Proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

4.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS.

- a) The Bid shall include all information listed in ITB Sub – Clause 4.2 of ITB below mentioned, for each joint venture partner (name and address of headquarters and place of business of the companies forming the joint venture.
- b) The Bid shall be signed so as to be legally binding on all the partners.
- c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- d) One of the partners shall be nominated as being in charge (representative), authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge (the representative).
- f) A copy of the agreement entered into by the joint venture partners, or a Letter of Intent to execute a joint venture agreement in the event of a successful bid, shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

Bidders are not allowed to set up one joint venture or more, or a consortium with any other Bidders, nor to change partners or to modify the joint venture or consortium structure; after the Bid being submitted under the first stage by only one company or by a joint venture.

## **5. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and Employer will in no case be responsible or liable for those costs, whatever are the course or the outcome of the Bidding procedure.

## **6. One Bid per Bidder**

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor) will cause all the proposals with the Bidder's participation to be disqualified.

## **7. Site Visit**

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and obtain all information that may be necessary for preparing the Bid and entering into a contract for the performance of services. The costs of visiting the Site shall be at the Bidder's own expenses.

## **B. BIDDING DOCUMENTS**

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### **8. Content of Bidding Documents**

**8.1** The Bidding Document describes the services subject of the contract, states the Bids procedures together with the Contract conditions. The file contains the documents listed hereafter which must be construed, should this happen, with the additional clauses published in accordance with the clause 10 of the ITB:

Invitation to Bid

Section 1: Instructions to Bidders (ITB)

Section 2: Bid Data Sheet (BDS)

Section 3: Activity Schedule - Specification of services

Section 4: Bidding Forms, samples of documents.

**8.2** The Bidder must inspect the instructions, forms, provisions and specifications contained in the Bidding Invitation File. Any deficiency to provide the required information, or to comply with the Invitation to Bid File, to submit Bids shall lead to Bids rejection.

### **9. Clarifications of Bids**

A Bidder wishing to get clarifications on documents can ask by writing request to the Employer, to the address Employer, as indicated in the **BDS**.

The Employer shall reply by writing to any clarification request received by him twenty – one (21) days before the Bids deposit deadline. The Employer reply copy indicating the asked question but without the author mention shall be sent to all Bidders having received the Bidding Invitation File.

### **10. Amendment of the Bidding Invitation File**

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum to the Employer. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

## **C. THE BIDS PREPARATION**

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### **11. Language of Bid**

All the documents relating to the submission shall be written in the language specified in the BDS. The complementary documents and the printed forms supplied by the Bidder can be written in another language provided that “ad hoc paragraphs” are accompanied by an accurate translation in specified language; in which case, the Translation shall prevail.

## **12. The Documents Comprising the Bid**

The Bid shall contain the following documents:

- a) The technical Bid submitted by the Bidder shall contain the following:
  - The Technical (technical proposal) established according to the Bidding Invitation File;
  - The Proxy giving the right to one or more signatories to commit the Bidder;
  - The forms and documents proving the Qualifications of the Bidder;
  - The Alternative Proposals when required.
- b) The Commercial Bid shall contain:
  - The proposed price according to sample form, filled and signed;
  - The Commitment Letter;
  - The Bid security;
  - The Priced Activity Schedule.

And any and all other documents to be filled by Bidders, which are specified **in the BDS**.

## **13. Bid Price**

**13.1** The Contract shall be for the Services, as described in the Specifications, based on the priced Activity Schedule, (Section 3), and submitted by the Bidder.

**13.2** The Bidder shall fill in rates and prices for all items of the Services described in the Specifications and listed in the Activity Schedule, Section 3. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

**13.3** All duties, taxes, and other levies payable by the Service Provider under the Contract, shall be included in the total Bid price submitted by the Bidder.

**13.4** Prices quoted by the Bidder shall be firm and not adjustable during the performance of the Contract and shall not change in no case, unless otherwise stated in the BDS.

## **14. Currencies of Bid**

The prices shall be drawn up in the following currencies:

- a) For the foreign Providers, the Bidders may draw up Bids amounts in the foreign currency of its choice. However, if a Bidder wishes to draw up his Bid in many foreign currencies, he can do, provided that the number of currencies must not exceed three (3).
- b) Concerning the Algerian Providers, the prices Bids shall be drawn up in Algerian Money.

## **15. Bid Security**

**15.1** The Bidder shall join to his Bid a Bid Security Amount. The Bid Security shall be denominated in Algerian Dinars for Algerian Bidders and in a freely convertible currency for foreign Bidders.

**15.2** The Bid Security remains valid for a period of thirty (30) days beyond the validity period of the bids.

### **15.3** The Bid Security shall be:

- a) For the resident Bidder, the security must be under the form of a Bank Guarantee issued by a reputable Algerian bank in favor of the Employer;
- b) For the nonresident Bidder, the security must be under the form of a Bank Guarantee issued by reputable Algerian Bank in favor of the Employer and counter – guaranteed by a reputable Foreign Bank duly approved by the Employer.

The Bid Security must be in conformity to the Bid Security sample contained in the Bidding Invitation File. Other samples may be accepted, subject to the Employer approval.

**15.4** Any Bid non accompanied by an acceptable Bid Security shall be rejected by the Employer as being non conform. The Bid Security of a joint venture must be established at the name of the Joint Venture submitting the Bid, and each member of the Joint Venture must be mentioned.

**15.5** The Bid Guarantee presented by the Bidders and non retained shall be released or shall be returned as soon as possible, at least thirty days (30) after the Validity deadline expiration.

**15.6** The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and has furnished in the time-limit, the required performance Security.

**15.7** The Bid security is required and may be forfeited by the Employer :if the Bidder withdraws his bid during the period of bid validity . If the Bidder didn't accept to correct the amount of his Bid, in accordance with ITB Clause 27; or If a successful Bidder fails to sign the Contract Agreement within the specified time limited, or to fails to provide the required performance Security.

## **16. Bid Validity**

Bids shall remain valid for the period specified in the BDS from the date of Bid Opening.

In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

## **17. Alternative Proposals by Bidders**

**17.1** The Bidders who desire to offer technical alternatives must, in the first time, give an evaluation solution as described in THE Bidding Invitation File, and to provide in addition, any information needed and required by the Employer in order to proceed to a complete evaluation to the proposed alternative, including plans, technical specifications sub – details of prices and the proposed method of building, and any and all other details which could be useful.

The Employer shall examine only the technical alternatives, as necessary, received from a Bidder, whose Bid is in conformity with the basis solution and which be evaluated as a "Lowest Bid".

**17.2** According to the Bidding Data Sheet, when Bidders are allowed to directly submit technical alternatives for certain parts of works, these parts must be described in the Technical Specifications.



## **18. Format and Signing of Bid**

**18.1** The Bidder shall prepare one original and a number of copies as described in the BDS, and clearly marked as "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

**18.2** The original and all copies of the Bid shall be typed and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, Bidder himself. All pages of the Bid shall be initialed by the person or persons signing the Bid.

**18.3** The Bid shall contain no alterations, cancellation or additions, except those being initialed by the person or persons signing the Bid.

## **D. SUBMISSION OF BIDS**

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### **19. Sealing and Marking of Bids**

**19.1** The Bidders shall seal the original and each copy of the bid in separate envelope duly marking the envelopes as "ORIGINAL BID" or "COPY" as appropriate. These envelopes shall then be sealed in an outer envelope.

**19.2** The inner and outer envelopes:

- a) shall be addressed to the Employer at the address given in the Bidding Data Sheet;
- b) shall bear the contract name, the title and the number of Bidding Invitation indicated in the Bidding Data Sheet.
- c) and shall bear the mention "Do Not Open Before the Date of Bids Opening", as stated in the Bidding Data Sheet.

**19.3** Bids prepared by the Bidders must be presented in two stages, Technical Bid and Financial Bid.

In the outer envelope, the bid shall be divided in two envelopes bearing the title and the type of each envelope; the two envelopes shall be constituted of the following:

- A technical Bid
- A Commercial Bid

The inner envelopes shall indicate the name and address of the Bidder so that the bid can be returned unopened, by the Employer, in case it is declared "late", according to the ITB Clause 22.

**19.4** If the outer envelope is not sealed and marked as above required, the Employer will assume no responsibility for the bid's misplacement or premature opening.

### **20. Deadline for Submission of Bids**

**20.1** Bids must be received by the Employer at the specified address no later than the time and date stated in the Bidding Data Sheet.

**20.2** The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause 10, in which case all rights

and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

## **21. Late Bids :**

**21.1** Any bid received by the Employer after the bid submission deadline prescribed by the Employer, will be rejected and returned unopened to the Bidder.

**21.2** Bids received by the Employer after the bid submission deadline will bear a mention "Late Bids". The seal of general delivery office or the seal of the Employer bids delivery office, as the case may be, according to the stated provisions in the Bidding Data Sheet, shall govern.

## **22. modification and Withdrawal of Bids :**

**22.1** The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for bid submission.

**22.2** The written notice of the Bidder's modification or withdrawal shall be prepared, sealed, marked and dispatched according to ITB Clause 19. Outer envelopes shall bear the mention "MODIFICATION" or "WITHDRAWAL" as the case may be. The withdrawal may be made by a written notice duly signed and received by the Employer prior to the deadline prescribed for bid submission.

**22.3** No bid can be modified after the deadline prescribed for bid submission.

**22.4** No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.

## **E. BID OPENING AND EVALUATION**

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### **23. Opening of Bids by Employer**

**23.1** The Employer will open the bids, including modifications made pursuant to ITB Clause 22, choose to attend, at the time, date, and location stipulated in the Bidding Data Sheet or in the Bidding Invitation or in the Letter Invitation.

**23.2** The Employer will proceed in two (02) stages:

- The First Stage (The Technical Stage) : The Employer will proceed first and only to opening outer envelopes which contain technical bids and any other documents, other than prices documents, and then the Employer will carry out a detailed analysis and evaluation of the technical bids which contain no price indication.
- The Second Stage : (The Commercial Stage) : The Employer will proceed afterwards to opening the envelopes, and to carry out the evaluation, the conformity control, the commercial bids ranking, of the bids that meet the technical requirements.

## **24. Confidentiality of the Procedure:**

**24.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award according to the ITB Sub – Clause 33. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.

**24.2** If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request in writing to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

## **25. Clarification of Bids**

In order to make easy bids examination, comparison and evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

## **26. Examination of Bids and Determination of Responsiveness:**

**26.1** Prior to the detailed evaluation, the Employer will determine if each Bid is substantially responsive to the Bidding Invitation File.

**26.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one **(i)** which affects in any substantial way the scope, quality, or performance of the services; **(ii)** which limits in any substantial way, which is inconsistent with the bidding Invitation File, or limits the Rights of Employer or the Bidder’s obligations under the Contract; or **(iii)** whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**26.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **27. Errors Correction**

**27.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis:

- if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

**27.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as

binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.

## **28. Conversion to a Single Currency**

To facilitate evaluation and comparison, the Employer will convert all bids prices expressed in the amounts in various currencies, in Algerian Dinar using the selling exchange rate published by la Banque d'Algérie, the day before commercial bids opening date.

The prices of the bids shall meet the sum of all the amounts expressed in various currencies, converted to Algerian Dinar.

## **29. Evaluation and Bids Comparison**

**29.1** The Employer will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the aspects of the bids are in accordance with the requirements set forth in the ITB Clause 26.

**29.2** The responsive bids will be evaluated and examined in two (2) stages on the basis of respective weights and criteria, according to the methodology set forth in the Bidding Invitation File.

### **a) The First Stage: The Technical Stage:**

The Bidders that bids are responsive and meet qualification criteria and technical criteria stated in the Bidding Invitation File are eligible to evaluate commercial bids according to the second stage;

The Bidders who are not responsive, shall be informed of the rejection of their Bids by writing and shall be invited to not submit a commercial bid.

The Employer may ask any Bidder which a technical bid meet qualification criteria; to give some clarifications on his bid technical aspects.

### **b) The Second Stage: The Commercial Stage**

The retained bid shall be the Lowest Bid, on the price basis, or on the most reasonable bid, as it is stated in the Bidding Data Sheet.

The appropriated evaluation method must be detailed in the Bid Data Sheet and / or in the Technical Specifications Sheet.

## **30. Preference to Domestic Market**

A preference may be granted to the Bids presented by national companies. In this case, amounts of Bids presented by foreign companies shall be increased by (25%).

The application conditions of preference margins in favour of national companies together with the maximum rate of those margins, are stated in the Bidding Data Sheet.

When joint ventures comprise national and foreign companies which make a Bid, the percentage above mentioned shall be applied to foreign companies. In this case, the Joint Venture must insert inside the envelope containing the financial Bid, the Joint Venture Agreement which determine the share of each member of the Joint Venture.

## **F. AWARD OF CONTRACT**

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### **31. Award criteria**

Without prejudice to ITB Clause 32, Employer shall award the Contract to the Bidder having presented a Responsive Bid in conformity with the Bidding Invitation File, and being the Lowest Bid or best value, provided that the Bidder meets the conditions of ITB Clause 4.

### **32. Employer's Right To Accept Any Bid And To Reject Any or All Bids**

The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to awarding the contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's decision.

### **33. Notification of Award**

**33.1** The Employer shall notify the successful Bidder in writing before expiration validity period.

**33.2** The notification must contain an invitation to establish terms and conditions of the contract and the successful Bidder shall sign and date the Contract within thirty (30) days of receiving the notification.

**33.3** When the successful Bidder had signed the Contract Agreement, the Employer will notify to each unsuccessful Bidder, that their bids were nonresponsive.

## SECTION 2: BID DATA SHEET

<b>A. GENERAL PROVISIONS</b>	
1	<p>The Employer is : <b>AIR ALGERIE – DIRECTION DES PROGRAMMES</b> AÉROPORT HOUARI BOUMEDIENE, ALGIERS, ALGERIA.</p> <p>Services to provide are: Wet lease of aircrafts (Aircraft, Crew, Maintenance and Insurance (ACMI)) according to below needs :</p> <div style="border: 1px solid red; padding: 5px;"><p><b>Batch 01 :</b> <b>One (01) aircraft Wide-body type</b> A330, A340, B767, B777. › From June, 21<sup>st</sup>, 2015 till September, 20<sup>th</sup>, 2015.</p></div> <div style="border: 1px solid red; padding: 5px; margin-top: 10px;"><p><b>Batch 02 :</b> <b>One (01) aircraft Wide-body type</b> A330, A340, B767, B777. › From August, 15<sup>th</sup>, 2015 till September, 20<sup>th</sup>, 2015.</p></div> <p style="text-align: center;"><b>The bidders can submit for one or many batch</b></p> <p><u>Contact Name and Identification :</u> Name: “<b>NATIONAL AND INTERNATIONAL RESTRICTED CALL FOR TENDER – WET LEASE AIRCRAFTS 2015</b>” <u>Identification number :</u> “<b>AOAFF N° 04/2015/AH-DP</b>”</p>
2	<p><u>Bidder Qualification :</u> This call for tender is addressed to airlines or lessors, owning or leasing commercial aircrafts.</p> <p>This invitation for Bids is open to lessors or airlines satisfying the following :</p> <ol style="list-style-type: none"><li>a) Having an AOC valid for the specified period without airport restrictions (Africa, Maghreb and Middle East, Europe)</li><li>b) Comply with the terms &amp; conditions submitted for ACMI lease (Full Cabin Crew)</li><li>c) Provide information and documents specified in 4.2 (include only items <b>a</b>, <b>d</b>, <b>e</b> and <b>f</b> - based on last two years period instead of five years).</li><li>d) Acceptance of aircraft inspection by the Algerian Civil Aviation Authority and AIR ALGERIE</li></ol>

	<p>e) Acceptance of procedure payment (<i>in compliance with Algerian laws</i>)</p> <ul style="list-style-type: none"> <li>– No deposit,</li> <li>– bank transfer after rendered service</li> </ul>
3	<p><u>Site Visit / Recognition Mission :</u></p> <p>The Bidders, at their own expenses, are encouraged to visit and examine the structures to be audited. They must send to the Employer a written request. The Employer shall notify this request to any Bidder and to decide of the Visit Date. This notification shall be sent at least (5) working days before the submission date.</p> <p>The visit shall be organized together with any Bidder having made a written request at least (3) working days before the submitting date. Visitors must be:</p> <ul style="list-style-type: none"> <li>– permanent members of bidder staff,</li> <li>– bound by a confidentiality process</li> </ul>
<b>B. THE BIDDING INVITATION FILE</b>	
4	<p><u>Employer Address where to send clarification requests:</u></p> <p>AIR ALGÉRIE, DIRECTION DES PROGRAMMES.  AÉROPORT HOUARI BOUMEDIENE, ALGIERS, ALGERIA  Fax : + 213 21 50 93 47  E-mail : <a href="mailto:dp@airalgerie.dz">dp@airalgerie.dz</a> ; <a href="mailto:dp-adjoint@airalgerie.dz">dp-adjoint@airalgerie.dz</a>  <i>* (please do not use these emails for submissions)</i></p>
<b>C. PREPARATION AND BID SUBMISSION</b>	
5	<p><u>The Submission Language is :</u></p> <p>The Bids may be Submitted in French or English Language</p>

6	<p>The Bid should contain the following documents:</p> <p>a) The technical Bid submitted by the Bidder will contain documents and information as specified below in <b>“Requested documents and information”</b></p> <p>b) The Commercial Bid shall contain :</p> <ul style="list-style-type: none"> <li>– The Hourly price for the guaranteed minimum (Block to Block)</li> <li>– The Hourly price for each hour above the guaranteed minimum (excess hours)</li> <li>– A draft of contract</li> </ul> <p>c) The bidding letter</p> <p><u>Bid Price :</u></p> <p>Transportation expenses of the staff and crew during the lease period will not be included in the Bid Price;</p> <p>Accommodation expenses are included in the bid price at the main base.</p> <p><u>Duties and Taxes :</u></p> <p>Duties and taxes are to be treated during the contract execution.</p>
7	<p><u>Currencies of Bid :</u></p> <p>The Bidder shall express its prices in USD, EUR or DZD for Algerian carriers.</p>
8	<p><u>Bid Validity</u></p> <p>The Validity Period is three (03) months after the Bid Submitting Due Date.</p>
<b>D. BIDS SUBMISSION</b>	
9	<p><u>Transmission mode of bids :</u></p> <p>Bids should be sent by email as shown below.</p> <p><u>Employer’s Address where Bids must be sent :</u></p> <p><b>Air Algérie – Direction des Programmes</b>  <b>Aéroport Houari Boumediene, Algiers, Algeria</b></p> <p>The technical and commercial offers must be sent separately to the following emails as below :</p> <p><b>Technical Offer:</b> <a href="mailto:afftec2015@airalgerie.dz">afftec2015@airalgerie.dz</a> <i>(without price indication)</i></p> <p><b>Commercial Offer:</b> <a href="mailto:affcom2015@airalgerie.dz">affcom2015@airalgerie.dz</a></p> <p><u>Name and Bid Number</u></p> <p><b>Name:</b> “ <b>NATIONAL AND INTERNATIONAL RESTRICTED CALL FOR TENDER – WET LEASE AIRCRAFTS 2015”</b></p> <p><b>Identification number :</b> “<b>AOAFF N° 04/2015/AH-DP”</b></p>
10	<p><b>Deadline for submission of bids :</b></p> <p>The Deadline for submission of Bid is <b>April, 20<sup>th</sup> 2015 at 12:00</b> (Algerian Local Time)</p>



<b>E. BID OPENING AND EVALUATION</b>	
11	<p><u>Day and place of opening :</u></p> <p>The Employer will open the bids, at the same day of Deadline for submission. at <b>14:00</b> (Algerian Local time)</p> <p>The opening session of the folds is public; Bidders who want to attend the opening session are invited to make a request.</p>
12	<p><u>Bid Opening :</u> The Employer will proceed in two (02) stages</p> <p><u>The First Stage (The Technical Stage):</u> The Employer will proceed first to only opening technical bids and any other documents, other than prices documents, and then the Employer will carry out a detailed analysis and evaluation of the technical bids.</p> <p>For bidders whose technical offer is not retained, the commercial offer will not be consulted.</p> <p><u>The Second Stage (The Commercial Stage):</u> The Employer will proceed afterwards to opening commercial bids, and to carry out the evaluation, the conformity control, the commercial bids ranking, of the bids that meet the technical requirements.</p>
13	<p><u>Evaluation and Bids Comparison :</u></p> <p>Bids shall be submitted to an evaluation commission set up by AIR ALGERIE in order to recommend the most advantageous proposal.</p>
14	<p><u>Award Criteria :</u></p> <p>The Employer will award the contract to one or many Bidders according to the most advantageous offer, in accordance with the provisions of section 3.</p>

### SECTION 3: ACTIVITY SCHEDULE AND SPECIFICATIONS OF SERVICES

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The wet lease of aircrafts (ACMI) with full cabin crew for 2015 is for the needs below:

**Batch 01:**

- Number : **One (01) aircraft**
- Type : **Wide-body**
- Aircrafts: A330, A340, B767, B777.
- Period: from June, 21<sup>st</sup>, 2015 till September, 20<sup>th</sup>, 2015.
- Minimum guaranteed: 750 Hours for the all period.
- Route: Regular, charter and Omra flights (Europe, Middle East, Montreal and domestic flights).

**Batch 02:**

- Number : **One (01) aircraft**
- Type : **Wide-body**
- Aircrafts: A330, A340, B767, B777.
- Period: from August, 15<sup>th</sup>, 2015 till September, 20<sup>th</sup>, 2015.
- Minimum guaranteed: 280 Hours for the all period.
- Route: Regular, charter and Omra flights (Europe, Middle East, Montreal and domestic flights).

### A. Opening of bids

The opening of bids will be made according to the following steps:

The Employer will proceed in two (02) stages

1. The Technical Stage
2. The Commercial Stage

For bidders whose technical offer is not retained, the commercial offer will not be consulted.

### B. Requested documents and information for the evaluation

Bidders will provide the following documents and information.

1. First contact : name, email address, telephone and fax numbers
2. Status (owner, company, operator, etc), Certification and other documents that attest its capability in this field: experience, references, organization, etc.
3. Financial statements and Bank references.
4. The name of the signatory authorized to commit the Bidder.
5. Technical specifications of each aircraft to be filled in the tables of the attached Excel File
6. Documents and certificates :
  - > Copy of the AOC ;
  - > Information, documents and experience of the airline.
  - > For each aircraft proposed : Valid Airworthiness Certificate, Noise certificate, registration certificate and insurance certificate; LOPA,
  - > Reliability report and AD status for each proposed aircraft;
  - > Valid Fuel gauges certificate.
7. Confirmation to guarantee an equivalent replacement aircraft in case of breakdown of the leased aircraft.
8. Confirmation of absence of planned heavy maintenance during lease period.
9. Confirmation of acceptance the carriage of any cargo including dangerous goods in accordance with ICAO standards related to passenger's aircraft.
10. Confirmation that the crew must comply with Air Algérie's fuel policy and fill in the FRL Form (Fuel Record Log).
11. Indication of aircraft delivery and return airport.
12. Short flight plan ALG-ORY and ORY-ALG
13. Experience of the bidder in Services of a similar nature and size, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.

### C. Preliminary Examination of Bids

This step will focus on the compliance of each offer with the requirements requested.

#### D. Technical evaluation 100 points

The technical evaluation is based on analysis of:

Items	Points
Company status, Reference and experience, fleet, resources, different labels and certifications, safety aircraft politic, audits, quality management ...	34
Proposed aircraft, capacity, cabin configuration	20
ATLAS norm for Trolley	8
Manufacturing date of aircraft	10
Aircraft Operational specifications (Noise Compliance, Approach Category, ...)	8
Documents and certificates provided for each proposed aircraft	8
Line and Heavy maintenance center agreement	6
Geographic proximity for rotating crew	3
Acceptance passenger with Stretcher	3

#### E. Commercial evaluation

The Commercial Bids of the technically qualified bidders will be evaluated on analysis of:

- Hourly price for the guaranteed minimum.
- Operating Costs per Seat (fuel consumption, handling, etc.)

*The commercial evaluation allows determining the most advantageous offer by taking into account the coefficient of level-headedness, which is 40 % for the commercial offer and 60 % for the technical offer.*

*She allows estimating globally the price and the technical quality of every offer according to the following formula:*

$$B \equiv \frac{C_{MIN}}{C} X + \frac{T}{T_{MAX}} (1 - X)$$

$B$  : Global score

$C$  : Price estimated by the considered offer (cost / seat / Block Hour)

$C_{MIN}$ : The lowest estimated prices (cost min / seat / Block Hour) for all offers

$T$  : The total number of technical points attributed to the offer

$T_{MAX}$  : The technical points attributed to the offer having obtained the highest technical score

$X$  : Coefficient of level-headedness of the price compared with the technical note equal to 40 %

#### F. Classification of bids

The Employer will award the contract to one or many Bidders according to the most advantageous offer.

## Section 4: BIDDING FORMS / SAMPLES OF DOCUMENTS

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### SAMPLE FORMAT: BIDDING LETTER

(Bidder's Letterhead)

Type of consultation [...../.....: ...] N°: \_\_\_\_\_ of \_\_\_\_\_  
[The Services Contract]

To: [Name and address of the Employer]

Dear Sirs,

Having examined the bidding documents, and as a reply to your letter of invitation for Bid according to the invitation for Bid [n° \_\_\_\_\_] of [ \_\_\_\_\_] we, the undersigned (name of the Bidder), offer to perform the Services of the above mentioned contract in full conformity with the bidding documents for the sum of [amount in local currency in words] [amount in figures], and [amount of foreign currency in words, if any] [amount in figures].

The above mentioned amounts; fixed on the basis of technical bid, are consistent with breakdowns of joint prices and forms a part of our bid of \_\_\_\_\_ submitted under the invitation for bid n°[ \_\_\_\_\_] of [ \_\_\_\_\_].

We are committed by this Price Bid , from the bids opening date indicated in your invitation letter of (\_\_\_\_\_) until the expiry of the bid validity period extended by supplementary two months according to the invitation for bid ie the [ \_\_\_\_\_] in accordance with our bid letter of [ \_\_\_\_\_] still effective according to the invitation for bid n°[ \_\_\_\_\_] of [ \_\_\_\_\_].

Made on \_\_\_\_\_

\_\_\_\_\_  
[Signature]

Acting as:

[Title]

Duly authorized to sign this bid for and on behalf of:

[Bidder's name]

## ETHICS RULES

AIR ALGERIE has as a principle to ask to the Tenderers, underwriters and suppliers to comply, at the conclusion and the execution of its Contracts, the strictest professional ethics rules. In pursuance of this principle, AIR ALGERIE:

- a. Defines, in order to apply this provision , the following expressions:
  - Is guilty of “corruption” anyone offering, giving, applying or accepting any advantage in order to influence an AIR ALGERIE Agent during a Contract granting or execution, and
  - Anyone practicing “swindling” or fraudulent practice, deforming or distorting facts in order to influence the practice granting or execution in a manner causing prejudice to AIR ALGERIE. “ The swindling” also combines any agreement or collusive act of the Tenderers ( before or after the Tenderer handing over) aiming to maintain artificially the Offers price to levels non corresponding to those resulting from a free end opened competition, and thus depriving AIR ALGERIE from the advantages of this later.
- b. Shall reject the Contract granting proposal in case it establishes that the Tenderer to which it is recommended to grant the Contract, is guilty of corruption or has practiced swindling in order to get the said Contract.
- c. Shall exclude indefinitely a firm or for a determined period from any granting, if AIR ALGERIE established at any moment that this Firm has practiced corruption, swindling in view of getting the Contract.

The intervening parties in the Contract drawing up proceedings must show independence towards the competitors and shall not accept from them no advantage represented in gratification and must not have relations with them that would compromise their objectivity and impartiality.