

# CIVIL AVIATION AUTHORITY OF BANGLADESH

#### ADDRESS:

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### OPERATIONAL SERVICE PROVIDER LICENSE (OSPL)

OSPL No. 09

Expiry date:

05 Dec 2020

Air Services & Aviation Procurement Ltd.

House-10 (2<sup>nd</sup> Floor), Road-20, Nikunja-2 Khilkhet, Dhaka-1229

TeleFax: +880-2-55098233 E-mail: handling@asap.com.bd

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POINT OF CONTACT:

Md. Mujibur Rahman

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This License certifies that Air Services & Aviation Procurement Ltd. is authorized to perform operational services as defined in the attached operations specifications and under the provision contained in Air Transport Circular No. 01/2017 issued on 02 May 2017 in pursuant of Rule-214 of CAR'84.

This license will be revoked or suspended if the license holder fails to comply with the applicable rules & regulations of concern AT circular.

Date of Issue:

06 Dec 2017

Air Vice Marshal M Naim Hassan, BBP, OSP, afwc, psc Chairman



### 1. General Provisions

1.1	Name and Address of Operational service provider	*	Air Services & Aviation Procurement Ltd. House#10 (2 <sup>nd</sup> Floor), Road# 20 Nikunja-2, Khilkhet, Dhaka-1229 TeleFax: +88-02-55098233 E-mail: handling@asap.com.bd Web: www.asap.com.bd				
1.2	License Number	1	09				
1.3	Date of Issue	:	06 Dec 2017				
1.4	Period of Validity	:	05 Dec 2020				
1.5							

### 2. Types of Operational Services

The following services shall be performed by the License holder:

a.	Flight clearances		,	120.00
b.	Flight documentation	Yes	٧	No
c.		Yes	V	No
	Flight planning	Yes	V	No
d.	Providing ground transports for the crew		- 2	•
	and passengers to and from the aircraft	Yes	V	No
e,	Handling of excess baggage formalities	Yes	1	No
f.	Handling of custom and immigration formalities etc		Y	
g.	Handling of aeronautical charges	Yes	٧	No
Ο.	randing of actonautical charges	Yes	V	No

## 3. Conditions for providing the service

- 3.1 Any company, agency or person who does not have valid License from CAAB for providing operational services shall not be allowed to provide the services.
- 3.2 For getting clearance for non-schedule flights, Operators/Airlines or Principal Agent shall submit application to CAAB through any Operational Service Provider Company possessing a valid License from CAAB. In the absence of any such Company in Bangladesh, the operator/airlines shall submit application direct to CAAB.
- A valid OSPL holder shall enter into an agreement with the Operator/Airlines or its Principal Agent intended to get Operational Service(s). The Agreement shall include at least the following items:
  - a. Details of both the parties;
  - b. Types of services to be provided;
  - c. Special Terms and conditions for providing/getting the Service(s).
  - d. Validity of the contract, in terms of period of time and/or number of operations;
  - e. Agreement Termination events and procedure.
  - f. Any other relevant information;
  - g. The contract shall be signed by the appropriate authorized personnel of both the parties, in presence of at least one witness from each party. Full name, designation and address of all the signatory shall be clearly written;



- 3.5 Copy of each such Agreement shall be submitted to the Chairman, CAAB (Attention: Director (Flight Safety & Regulations).
- 3.6 If an Operator/Airline or its Principal Agent, during the tenure of its contract with an OSPL holder, due any reason, wants to get services from another OSPL holder, it shall formally terminate the contract and enter into a fresh contract with the other OSPL holder. OSPL holders will be liable to ensure that all financial/legal obligations of both the parties are settled before termination of the agreement between them. CAAB will bear no responsibility of the conditions/obligations contained in their agreement and that all financial dues to CAAB shall be the responsibility of OSPL holder concerned.
- 3.7 Copy of the letter of termination of contract shall be submitted to the Chairman, CAAB by the OSPL holder as soon as possible.
- 3.8 Before submitting to CAAB, the OSPL holder must be satisfied himself about the validity and authenticity of the documents/information submitted by the Operator/ Airlines/Agent for the flight clearance(s). OSPL may be suspended/cancelled if it becomes evident that invalid/fake documents are submitted or information are suppressed purposefully by the OSPL holder to get the flight clearance(s).
- 3.9 The concerned OSPL holder shall be liable to ensure the payment of all Aeronautical, Non-aeronautical and other relevant charges/fees of CAAB, applicable for the non-scheduled flight(s) for which it awarded clearance and handling permission, in due time. Such charges for Landing flights shall be paid on the spot before submitting departure flight plan(s) and charges for over flight shall be paid within 30 (Thirty) days from the submission of the bill. Subsequent action shall be taken as stated in Paragraph 11.2.1 & 11.2.2 to recover the unpaid amounts of bills/dues.
- 3.10 Concerned OSPL holder shall bear the same responsibility as of the Operator/ Airlines concerned, for any type of complexity for the breaches of CAAB rules/regulation or the laws of Bangladesh, during/after the operation of the non-scheduled flight(s).
- 3.11 By the month of August in every calendar year, the OSPL holder shall submit the updated/renewed trade license of his company/organization to the office of the Director (Flight Safety and Regulation). The request for flight clearance(s) and/or the issuance of Airport Security passes may be suspended till the submission of the updated Trade License.
- 3.12 An accordance with AIP (Gen 3.1.1), all the Authorized Agents will apply for flight permissions 96 hrs (four working days) prior to the date of operations for Landing/over flights. However requests for Emergency Flights such as Medical Flights, Relief Flights and Evacuation Flights are exempted from this advance notice (operators' undertaking will be required).
- 3.13 Authorized Agents will apply on the prescribed proforma with complete details of the Operators, their original requests and the confirmation of Aeronautical Charges for the requested flights
- 3.14 The Flights permission remain valid for + 72 hrs window. For 72 hrs delay a fresh application is required.
- 3.15 The conversion rate of US\$ will be based on the selling rate for the day as issued by Bangladesh Bank
- 3.16 CAAB reserves the right to issue or cancel any permit due to any reason and a flight request found deficient in any respect will not be accepted.





- 4. Requirement of office, equipment and communication facilities
- 4.1 The applicant shall have One Principal office and/or one operational office suitably situated in Bangladesh.
- 4.2 A committee of CAAB officials, headed by Deputy Director (Air Transport), shall inspect the office facilities before issuing/renewing the OSPL or at any time to monitor & regulate their activities.
- 4.3 Minimum equipment and communication facilities to be available in the office are:
  - a. One landline telephone with capability of making international calls;
  - b. One dedicated Fax machine;
  - c. Computer(s) with access to internet for communication;
  - Web page of the Company having all necessary information and links;
  - e. Radio Communication Equipment, if required, certified by BTRC.
- 4.3 At least one person, detailed as coordinator, must be made available for 24 hours on telephone. The name and telephone number of the coordinator must be informed to CAAB and published in their website.

### 5. Replenish of Advance deposit

5.1 In case of failure in payments of CAAB bills/dues within the due date, the billed amount shall be debited from the Advance deposit without prior notice. Written notice shall be served for replenishing the Advance deposit and the deficit amount of the Advance deposit shall be deposited by the concerned OSPL holder within the next 15(Fifteen) days of notice. Failing to replenish the amount within the deadline, concerned billing section will inform Directorate of Flight Safety & Regulation to cease the issuance of flight permission. In this case, the flight permission will be ceased without notice and on receipt of the replenish amount to maintain the level of Advance deposit, seized flight permission will be released and continued. However, the recurrent incident of the same type may lead CAAB to consider for the suspension of OSPL.

#### 6. Replenish of Security deposit

6.1 The amount of Security Deposit, shall be permanently held with CAAB during validity period of the OSPL. Any outstanding CAAB dues over and above the limits of Advance Deposit shall be adjusted from Security deposit without any prior notice.

The outstanding dues mean default in payment of the CAAB bills (aeronautical and/or non-aeronautical etc.) within the due date.

Having informed from the concerned section/unit about the deficit in Security Deposit, written notice shall be served from the Directorate of FS&R to the concerned OSPL holder for replenishing the Security deposit & the Advance Deposit within 15 (Fifteen) days of the notice. Failing to replenish Security deposit & the Advance Deposit, the Directorate (FS & R) will cancel the OSPL without any other notice and the cancellation of OSPL will result in disqualification to get the OSPL for the entity in future. Legal actions will be started against the OSPL holder for unsettled dues of CAAB (if any).

#### 7. Renewal of License

7.1 The License is renewable on expiry of the current/valid License and on fulfillment of the conditions applicable for the Operational Service(s). An authorized person of the Service Provider shall apply to the Chairman, CAAB (Attention: Director, Flight Safety & Regulations) for renewal.

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- 7.1.1 The License is renewable for 2 (two) years on fulfillment of the following conditions:
- a) The License holder shall apply to the Chairman, CAAB (Attention: Director, Flight Safety & Regulations) for renewal on Company's letterhead along with prescribed form attached in 'Appendix A' at least 45 (Forty Five) days prior to expiry the License.
- b) Before submitting the application, the OSPL holder shall ensure that there are no outstanding dues against them to CAAB.
- 7.1.2. The performance of the OSPL holder may be assessed by CAAB Officer(s) detailed by Director (FS & R) and the renewal application will be processed after getting satisfactory report.
- 7.1.3. No application for renewal of License shall be entertained expiry of the License. Application for a new/fresh OSPL shall be submitted if the current license is not renewed in time.
- 7.1.4. The License-holder shall have no right to continue the privileges of the License before renewal unless he is able to justify such delay to the satisfaction of CAAB. In such case, the License may be processed for renewal. Meanwhile, Chairman, CAAB may grant extension in the validity of the License for exercising the privileges for a period not more than 60 (Sixty) days.
- 6. Right to Withhold, Suspend/Cancel the License or to Refuse the Renewal of License

Chairman, CAAB reserves the right to withhold, suspend, cancel or revoke the License or refuse the renewal of the License, in the public interest as he thinks fit, if he is satisfied that any of the condition(s) of the License has not been complied with or that the failure to Comply is due to any willful act or has been so frequent, or is due to such negligence on Company's part, or failure to restore the Advance Deposit and / or Security Deposit to the required level.

 OSPL holder shall comply with all the rules and regulations modified/published time to time by CAAB.

Signature:

Zahid Oavum

Assistant Director (Air Transport)