



داریانا افغان هوایی شرکت  
**ARIANA AFGHAN AIRLINES**  
P.O.BOX(76)KABUL AFGHANISTAN



**Islamic Republic of Afghanistan**

**Ariana Afghan Airlines**

**Finance and Administration Directorate**

**Procurement Department**

***Non-Consultation Services and Goods Procurement***

**Standard Bidding Documents (SBD)**

**FOR THE**

**PURCHASING OF AVIATION Fuel for Ankara (ESB) Station 2021 P/N: TC-1/JET-A1**

**SBD Serial Number: (SBD 003-996- AVIATION Fuel Ankara Station 2021 (ESB) P/N: TC-1/JET-A1**

**SBD Announcement Date: (15-Apr-2021)**

**Closing Date and Time of SBD: (25-Sep-2021) 09:00 AM Kabul Time**

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TO: [ whom it my concern/supplier]

1. Ariana Afghan Airlines has Planned to purchase Aircraft Fuel reflected on schedule of item and is applying some of that allocation for the purchase of Aircraft Fuel for which this Request for Quotation is issued.
2. Your quotation including requested documents and Price, must be send to the [bidding-box@flyariana.com](mailto: bidding-box@flyariana.com) Address before closing Date. Any quotation received later than the scheduled time will be rejected. The quotation must send with complete requested information, the quotation must be clearly marked quotation for the mentioned SBD, and send it only to the [bidding-box@flyariana.com](mailto: bidding-box@flyariana.com) e mail address only
3. All quotations must be valid for a min period of fifteen (15) days from the closing date of the Request for Quotations.
4. This quotation shall be completed/filled and signed by an authorised representative of the Supplier.
5. In the case of any arithmetical discrepancy between the Unit Rate and the Total Amount quoted, then the Unit Rate shall prevail both for the evaluation of quotations and for the subsequent Purchase Order.
6. Depending on the final requirement, the quantities shown may increase or decrease by twenty five percent (25%) and this shall be reflected in the Purchase Order.
7. The Purchaser is not bound to accept the lowest quotation and reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.
8. The Supplier should sign and stamp all SBD pages
9. The supplier must send priced contract of the fuel with signed SBD.
10. The parties agree that the PLATTS price should be calculated based on the global price at the end of every fifteen (15) days, so that the daily PLATTS price is added together with the number of days (15) and the sum is divided by the number of days (15). The result of the calculation will be the average cost of the PLAATS for the period of 15 days and is the last payable PLATTS Price.
11. The PLATTS data should be provided from Golf or any other agreed PLATTS market
12. **For evaluation purpose please provide PLATTS price of last 15 days.**

Signature of buyer authorized representative:

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Printed name and receipt signature of the supplier:

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## **GENERAL TERMS AND CONDITIONS FOR AVIATION FUEL SUPPLY:**

### **1. DEFINITIONS:**

The following terms, when capitalized, shall have the meaning defined hereinafter, unless the context otherwise requires:

**Affiliate:** Two parties are affiliates if either party has the power to control the other, or a third-party control or has the power to control the both.

**Agent:** One that acts or has the power or authority to act for or represent another.

**Agreement:** any agreement for aviation fuel supply into which these Model General Terms and Conditions have been incorporated;

**Buyer's Aircraft:** the aircraft owned, leased, operated by or on behalf of Buyer or Buyer's Affiliated Companies;

**Contaminated Fuel:** means fuel that is cross-contaminated by other products, including other fuel grades or additives, that could put the fuel off-specification, contains unacceptable levels of particulates or water — fails the visual clear and bright check or exceeds the cleanliness limits set out in IATA Guidance Material for Aviation Turbine Fuel Specifications, Part III, Cleanliness and Handling, or contains unacceptable levels of microbiological growth

**Deliverer:** the entity in addition to Seller who, on behalf of Seller, performs Seller's supply and delivery obligations under the Agreement.

**Delivery Note:** a document, produced in writing or by electronic means, accurately and clearly stating the date of receipt, time, registration number of aircraft, flight number, aircraft type, product description, meter readings and quantity delivered in kilograms, litres or gallons, in accordance with Seller's normal practices, or any additional information the parties may agree upon;

**Fuel:** aviation jet fuel;

**ICAO Doc 9977:** Manual on Civil Aviation Jet Fuel Supply

**Off-specification Fuel:** Fuel, which is found not to be in accordance with the relevant (quality) specification set forth in the Agreement.

For the purpose of the Articles 6.1.G, 6.2.B and 15, "Buyer" shall include the officers, directors, employees, servants, agents, subcontractors and representatives of the person or entity mentioned as such in the heading of the Agreement.

For the purpose of the Articles 6.1.D, 8.2 and 11.2, "Seller" shall include the officers, directors, and employees, servants, agents, subcontractors, Deliverer and representatives of the person or entity mentioned as such in the heading of the Agreement.

**Services:** means all services to be provided by the Seller under this Agreement and the Seller's obligations under this Agreement, together with all ancillary services reasonably and necessarily required to comply with the provisions of this Agreement (whether such services or obligations are performed by the Seller or not).

## 2- REPRESENTATION

Buyer contracts hereunder on its own behalf and as agent for its Affiliated Companies in respect of their rights and obligations under the Agreement. The Buyer warrants (i) that it has been duly authorized by each Buyer's Affiliated Company to enter into this Agreement on behalf of each and (ii) that each Buyer's Affiliated Company shall be individually bound by the terms and conditions of this Agreement in respect of deliveries arising there from. Provided that if Buyer is in breach of the warranties given under this Clause, it will indemnify Seller in respect of all costs, losses damages, expenses or liabilities incurred by Seller as a result of that breach. For the purpose of this Agreement Buyer's Affiliated Companies are set out in the Agreement or its annexes together with any other company or entity which may be agreed in writing between the Buyer and Seller from time to time.

## 3- SPECIFICATIONS AND REQUIREMENTS:

3.1 Seller warrants that the Fuel supplied by it shall comply with the following specifications and requirements:

a) Fuel Specification:

Meet one of the specifications set forth hereunder, as listed in the IATA Guidance Material for Aviation Turbine Fuels Specifications, latest issue; (per location, the Agreement may list the particular specification):

- ASTM Standard Specification D 1655 for Aviation Turbine Fuels Jet A / Jet A-1 latest issue;
- British Ministry of Defence Standard DEF STAN 91-91 Turbine Fuel, Aviation, "Kerosene Type", Jet A-1,, latest issue;
- Canadian specification Can/CGSB-3.23-97, Aviation Turbine Fuel Jet A / Jet A-1, latest issue.
- Chinese No. 3 Jet Fuel (GB438, GB1788 and GB6537)
- Russian Fuels RT + TS-1 (GOST 10227-86) & Jet A-1 (GOST R52050)

b) Fuel Requirements:

The Fuel shall meet the requirements, if any, set by the governmental regulatory authority with jurisdiction in such a location. Should any such requirement lead to a deviation from the agreed specification, Seller shall notify Buyer in advance and Buyer's prior permission for delivery of such Fuel is required.

3.2 Any other supply specification requires approval by Buyer and a complete specification must be attached to the Agreement.

3.3 EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, THERE ARE NO GUARANTEES OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS OR SUITABILITY OF THE FUEL FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

#### **4- QUALITY**

The Seller shall ensure that the fuel is not contaminated and that the quality of Fuel delivered to the Buyer at the point of delivery meets the requirements set out in Article 3 of the General Terms and Conditions. For this purpose, the Seller shall ensure that the policies, standards, procedures and any other practices recommended in section 5.3 of ICAO Doc 9977 are implemented and complied with by the Seller, Seller's agents, suppliers, operators and any other parties engaged in the operation and/or the supply of Fuel and Services.

Fuel delivered to fuel facilities at airports can also meet the Aviation Fuel Quality Requirements for Jointly Operated Systems (AFQRJOS) commonly known as Joint Fueling System Check List, for Jet A-1, latest issue;

Sampling shall be performed as stated in the Fuel Quality Control & Fueling Safety Standards issued by the IATA Fuel Quality Pool or as stated in Chapter 5, Fuel Quality Control Requirements of the Aviation Fuel Quality Control and Operating Standards, (latest issue) pertaining to Joint Into- Plane Fueling Services of the Joint Industry Group, JIG endorsed by the IATA Technical Fuel Group. If required by the airline, additionally, a test for suspended water shall be performed, using one of the following approved chemical detectors: Shell Water Detector, Velcon Hydrokit, Mobil Water Indicator/Metrocator, Aqua-Glo, POZ-T device, Repsol/YPF-Water Detector, Aqua Indica, Aquadis and CASRI.

*Commentary: In North America in particular, operating standards are generally to Airlines For America, specification ATA 103 (Standards for Jet Fuel Quality Control), latest issue. In certain areas ATA 103 and the JIG differ, and so ATA 103 does not meet the standards that are required by IATA airlines, where the IATA endorsed JIG are used as the operational standard.*

#### **5- QUANTITY:**

Seller shall be obligated to sell and deliver, or cause to be sold and delivered, and Buyer shall be obligated to purchase the quantities agreed upon between the parties, provided however that Buyer shall in no event be obligated to purchase more than its actual requirements.

The quantities mentioned in the Agreement are Buyer's best estimates. Buyer shall give advance notice of any major change in its estimates.

#### **6- DELIVERY:**

6.1 Should the Fuel be delivered by Seller into Buyer's Aircraft tanks ("into-plane delivery"), the following shall apply:

6.1.A Seller shall ensure prompt refueling of Buyer's scheduled Aircraft and take all reasonable measures not to delay Buyer's Aircraft's departure. If Buyer's scheduled Aircraft arrives ahead of its scheduled time of arrival, or late, or is operating a regular non-scheduled flight, Seller shall endeavor to promptly refuel the Buyer's Aircraft.

6.1.B Title to and risk of loss of the Fuel shall pass to Buyer at the time the Fuel passes the inlet coupling of the receiving aircraft.

6.1.C Seller's measurement shall be accepted as prima facie evidence of the quantities of Fuel delivered, but Buyer shall be entitled to check the accuracy of the instruments used by

Seller upon reasonable notice during Seller's normal operating hours in the presence of Seller's representative. Determinations of quantities made in accordance with international industry practice shall be binding.

6.1.D Upon Buyer's request, Seller may provide the most current specific gravity or density measurement of Fuel from airport storage, or provide Buyer with appropriate devices to measure it at the Buyer's Aircraft. Notwithstanding the foregoing, Buyer shall not hold Seller responsible for any claims and expense related to Seller providing the specific gravity or density measurement or such devices, except to the extent caused by Seller's wilful misconduct or negligence.

6.1.E Deliveries shall be made in accordance with all applicable governmental laws and regulations, Seller's/Deliverer's standard quality control and operating procedures, in compliance with the relevant standards set out in the ICAO Doc 9977 and the requirements laid down by the airport governing authority. Furthermore, unless otherwise agreed, Seller or its Affiliated Company shall use or apply their standard quality control and operating procedures (as amended from time to time) or those of the delivering entities utilized by it for deliveries into Buyer's Aircraft, provided however that failure to use or apply such procedures shall not be grounds for termination pursuant to Article 16.3.A unless such failure is one affecting safety, environmental and/or quality control that has not been cured in the requisite time and which is sufficiently grievous as to amount to a material breach of the Agreement.

6.1.F Except as otherwise agreed in writing by Seller or its Deliverer, Seller or its Deliverer shall not be obligated to make delivery unless a representative of Buyer is present. Seller shall provide the number of copies of the Delivery Note as agreed with Buyer and as necessary pursuant to local requirements.

6.1.G Any Fuel sold or caused to be sold by Seller under the Agreement which is found to be Off-Specification Fuel or Contaminated Fuel may be rejected by Buyer, at Buyer's sole discretion. Seller shall indemnify, defend and save harmless Buyer from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses resulting from the use, storage or delivery into Buyer's Aircraft of Seller's Off-Specification Fuel or Contaminated Fuel, including the costs of replacement of all Fuel contaminated through commingling with Seller's Off-Specification Fuel or Contaminated Fuel, except to the extent caused by Buyer's negligence or wilful misconduct.

6.2 Should the Fuel be delivered by the Seller into a fuel facility of an airline consortium or at another point of delivery, the following shall apply:

6.2.A Title to and risk of loss of the Fuel shall pass to Buyer at the point agreed between the parties.

6.2.B Any Fuel sold under the Agreement, which is found to be Off-Specification Fuel or Contaminated Fuel may be rejected by Buyer, at Buyer's sole discretion. Seller shall indemnify, defend and save harmless Buyer from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses resulting from the use or storage of Off-Specification Fuel or Contaminated Fuel, including the costs of replacement of all Fuel contaminated through commingling with Seller's Off-Specification Fuel or Contaminated Fuel, except to the extent caused by Buyer's negligence or wilful misconduct.

6.3 Seller shall pro-actively take reasonable steps to keep informed, and will use its best endeavors to ensure that Buyer is notified as soon as practicable

a) (and in any event within 24 hours of Seller's knowledge) of any matter that could reasonably be expected to impact Seller's ability to supply Buyer in accordance with the Agreement including (but not limited to) factors which are expected to lead to a change in Seller's inventory levels in the airport storage (not being a change in inventory levels in the ordinary course of supply) or a likely disruption to supply at a Seller supplying terminal or where the Seller is unable to provide the Fuel due to inoperability of the delivery infrastructure or when there is a material change in a supply route operation including but not limited to refinery production, terminal operation or frequency of bridging deliveries; Seller will provide Buyer with relevant information regarding the

matter and any Seller planned actions to minimize any impact on Buyer, and in the case of any disruption to supply, provide daily updates or relevant information in writing until the supply disruption is resolved.

b) of any infrastructure works which the supplier may be aware of and which potentially may impact available supply to the Buyer.

## **7- DEFUELLING:**

Buyer may request and Seller may agree upon a defueling of Buyer's Aircraft. The Fuel so removed from Buyer's Aircraft shall be disposed of or stored as agreed between the parties and at Buyer's sole cost and expense. Seller may charge an extra fee for such services. The parties shall agree upon the value of the Fuel so defueled. If however defueling of Buyer's Aircraft is necessary due to Seller's fault or negligence (e.g. delivery of Off-Specification and/or Contaminated Fuel or delivery of a larger quantity than agreed upon), Seller or its Deliverer shall defuel Buyer's Aircraft, at Buyer's request and at Seller's sole cost and expense.

For guidance on defueling, refer to IATA Guidance Material on Microbiological Contamination in Aircraft Fuel Tanks.



## **8- BUYER'S RESPONSIBILITIES:**

- 8.1 Buyer shall have sole responsibility for operating all appropriate aircraft fueling switches, valves and pre-set quantities gauges.
- 8.2 In the event Buyer requests Seller to perform the services as described in Article 8.1, or other delivery services in addition to those listed as normal delivery services in the Agreement, and Seller agrees to perform same, Buyer agrees to indemnify, defend and save harmless Seller from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or to the environment or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses, arising out of or related to Seller's action in performing or omission to perform the requested services, except to the extent caused by the negligence or willful misconduct of Seller.

## **9- INSPECTIONS, AUDITS AND SAMPLES:**

- 9.1 Buyer or its representative shall have the right to perform a (technical) survey, audit or inspection of:
- a) The manual and operating procedures as set forth in Article 6.1.E of Seller or the delivering entity,
  - b) Seller's records on quality control and checks of the Fuel, and
  - c) Seller's refueling services at the aircraft and operational standards of airport storage and airport distribution system.

The issues mentioned under Article 9.1 shall be made available for inspection or survey, as the case may be, by Buyer at the facility where they are utilized for deliveries to Buyer. A (technical) survey or inspection shall be made during normal working hours. Buyer shall give reasonable notice of its intention to perform a (technical) survey or inspection as provided in this Article 9.1, and shall use its best endeavors not to hinder, delay or disrupt Seller's or Seller's Deliverer's fueling activities.

- 9.2 Buyer or its representative shall have the right to obtain samples of the Fuel intended to be delivered to Buyer, to be taken by Seller or Seller's representative with Buyer having the right to be present. Buyer shall give Seller reasonable advance notice of its intention to obtain samples. The taking of samples shall be carried out in accordance with the Fuel Quality Control & Fueling Safety Standards issued by the IATA Fuel Quality Pool or as stated in Fuel Quality Control Requirements of the Aviation Fuel Quality Control and Operating Standards, Joint Into-Plane Fueling Services (latest issue) of the Joint Industry Group, JIG endorsed by the IATA Technical Fuel Group.

## **10- COMPLAINTS, CLAIMS:**

- 10-1- Complaints as to short delivery or delays shall be notified to Seller at the time of delivery, followed by a written claim to be made within 15 days after delivery.

10-2- Complaints as to defects in quality or any other matter shall be notified to Seller as soon as practicable, followed by a written claim to be made within 30 days after delivery.

10-3- If the claim is not made within either the 15-days period or the 30-days period, respectively, it represents a waiver of the right to claim. In no event a waiver of the right to claim is made or implied by a signature or any other statement on the Delivery Note, irrespective of whether or not such Delivery Note contains conditions implying such waiver.

#### **11- FUELLING/DEFUELING WITH PASSENGERS ON BOARD OR EMBARKING OR DISEMBARKING:**

11.1 To the extent permitted by local regulations, into-plane delivery or removal of Fuel as set forth in Article 7 may be made at Buyer's request when there are passengers or other persons on board the aircraft or embarking or disembarking. In such event, Buyer shall be solely responsible for ensuring that the provisions of the local airport regulations relating to such delivery or removal are carried out, that appropriate instructions are issued by Buyer to its employees for the safety of said persons during such delivery or removal and that such instructions are strictly observed by its employees and said persons.

11.2 Buyer shall indemnify, defend and save harmless Seller from and against any and all claims, demands, proceedings, damages and liabilities for death of or injury to any passengers or other persons on board or embarking or disembarking and against all associated direct costs (including reasonable attorney's fees) losses and expenses, caused by or arising out of into-plane delivery or removal of Fuel under this Article 11, unless such injury or death arises from or has been caused by the negligence or willful misconduct of Seller.

#### **12- CODESHARE ARRANGEMENTS:**

Where flight operations involving more than one Airline Company exist, there is an obligation (responsibility) on the Buyer(s) to inform and agree with their respective contracting Suppliers on refueling arrangements.

Unless otherwise agreed, refueling of aircraft in these situations will be carried out on the following basis:

“Operating flight prefix will identify both contracting parties (buyers and sellers)”

#### **13- DUTIES, TAXES AND CHARGES:**

13.1 Buyer shall pay any taxes, fees or other charges, imposed by any national, local or airport authority on the delivery, sale, inspection, storage and use of Fuel, except for taxes on Seller's income and taxes on raw material. To the extent allowed, Seller shall show these taxes, fees and other charges as separate items on the invoice for the account of Buyer.

- 13.2 Seller shall keep Buyer informed at all times about the taxes, duties and charges existing or to be charged to Buyer. Should Seller, however, in good faith provide inaccurate or incomplete information to Buyer, Buyer shall not be relieved of the obligation to pay. Buyer may, or at Buyer's request, Seller shall, as an applicable nominal party, take all actions necessary to contest the validity, applicability or any other like challenge with respect to the amount or application of such taxes, duties and charges (including but not limited to withholding of any tax) and shall institute actions to recover past or anticipated payments thereof, provided, as to withholding of any tax, that Buyer gives Seller an indemnity which meets any reasonable requirement of Seller. Unless other arrangements are made, all actions taken in this respect shall be at Buyer's sole expense.
- 13.3 If Buyer is entitled to purchase any Fuel sold pursuant to the Agreement free of any taxes, duties or charges, Buyer shall deliver to Seller a valid exemption certificate for such purchase.

#### **14- FORCE MAJEURE:**

- 14.1 In addition to any waivers (arising out of the same or other causes) provided by operation of law, no failure or omission by either party to carry out or observe any of the provisions of the Agreement (except for Article 14.5 hereunder) shall give rise to any claim against that party, or be deemed to be a breach of the Agreement, if the same shall arise out of Force Majeure event. A Force Majeure event for the purposes of this Agreement means any cause not reasonably within the control of the parties, including such causes as labour disputes, strikes, governmental intervention, or the party's response to the insistence of any governmental instrumentality or person purporting to act therefore, terrorism, wars, civil commotion, hijacking, fire, flood, accident, storm or any act of God.
- 14.2 **Notwithstanding the provisions of Article 14.1:**
- a) neither party shall be relieved of any accrued obligation to make payment under the Agreement; and if the Seller is able to procure Fuel from another source in the relevant location, even if the cost of procuring such Fuel is at a higher cost, the Seller shall not be relieved of its obligation to provide Fuel to the Buyer under this Agreement. If the Seller fails to comply with the foregoing obligation, the Seller shall promptly reimburse the Buyer an amount equal to the difference between the price paid by Buyer to the third party supplier and the price that the Buyer would have paid to Seller for the Fuel.
- 14.3 The party delayed or prevented by Force Majeure shall use all reasonable endeavors to remove such reasons or mitigate the effects thereof, and upon removal and remedying of such reason said party shall promptly resume the performance of its obligations, provided, however, that a party in removing such reasons or mitigating such efforts shall not be required to settle strikes or lockouts or government claims by acceding to any demands when, in the discretion of that party, it would be inappropriate to do so.

- 14.4 In the event deliveries are delayed, hindered or prevented due to Force Majeure on Seller's part, Buyer shall be free to purchase Fuel from third parties; during such period Buyer has to commit itself towards said third parties.
- 14.5 If there is such shortage of Fuel at any location specified in the Agreement that Seller is unable to meet its own requirements and those of its Affiliated Companies for sales to customers then under agreement at that given location, due to Force Majeure on Seller's part, Seller shall, in consultation with said customers, make a fair allocation of Fuel among these customers.
- 14.6 Force Majeure on the part of either party's Affiliated Companies or subcontractors at any given location shall, as to that specific location, be considered Force Majeure of that party.

**15- LIABILITY:**

- 15.1 Except to the extent otherwise provided in these General Terms and Conditions or the Agreement, Seller shall indemnify, defend and save harmless Buyer from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses, caused by the Seller's performance of or omission to perform the Agreement, except to the extent caused by the negligence or wilful misconduct of Buyer.

In order to extend the benefit of any indemnity provided in this Article 15 and the Articles 6.1.D, 6.1.G, 6.2.B, 8.2, and 11.2 to the officers, directors, employees, servants, agents, subcontractors and representatives of the party so indemnified, the indemnified party will be deemed to have acted as agent or trustee for and on behalf of its officers, directors, employees, servants, agents, subcontractors and representatives.

- 15.2 Notwithstanding anything to the contrary in these General Terms and Conditions or the Agreement, no claims shall be made under the Agreement for indirect or consequential damages.

**16- (EARLY) TERMINATION:**

- 16.1 In the event Seller withdraws its operation from or Buyer ceases its operation at any location mentioned in the Agreement for any reason, either party shall have the right to terminate the Agreement as to such location. Where the Seller is the terminating party, the Seller shall use its best endeavors to give three months' notice of such termination. Where the Buyer is the terminating party, the Buyer shall use its best endeavors to give 30 (thirty) days' notices of such termination. The termination will be effective no earlier than the date of written notice to the other party.

Additional Early Termination clauses: (Any additions or deletions should be specifically stated in Article 9 of the Agreement)

- a) Either party may terminate the Evergreen Agreement as per [...date...] upon no less than three months prior written notice.

- b) Seller may terminate the Evergreen Agreement or Location Agreement at any time upon at least three months prior written notice in the event that Seller's supply situation deteriorates dramatically;
- c) Buyer may terminate the Evergreen Agreement or Location Agreement at any time upon 30 (thirty) days prior written notice in the event that:
  - (i) Seller's supply situation deteriorates or is likely to deteriorate dramatically. The Seller's supply situation will be deemed to have deteriorated dramatically or is likely to deteriorate dramatically where the Seller is unable or may not be able to provide Fuel to the Buyer that meets the Buyer's normal operational requirements; or
  - (ii) except where an allocation/rationing plan is in effect, Seller has not provided the required volume of Fuel to Buyer to meet its normal operational requirements and such failure has arisen from the Seller providing Fuel to its other customers in favor of the Buyer.
- d) Buyer may terminate the Evergreen Agreement or Location Agreement at any time upon 30 (thirty) days prior written notice in the event that:
  - Buyer's volume increases by a steady [...x AG...] per month or more;
  - the existing government price control is discontinued;
  - or the existing market situation is changed considerably
- e) Buyer may terminate the Evergreen Agreement or Location Agreement with immediate effect in the event that the Fuel supplied by the Seller does not meet the specification set out in article 3.1 of (Part III Annex 1) of the General Terms and Conditions or the Location Agreement or is contaminated. Such termination will not affect any of the Buyer's other rights or remedies under this Agreement, including without limitation the Buyer's right to claim damages caused by such Fuel.

16.2 In the event of a substantial change in the ownership or control of any of the companies listed in the Agreement as either party's Affiliated Companies, such party shall immediately notify the other party of the occurrence of such change. Thereupon, where the Seller is the other party, the Seller shall have the choice, at its sole discretion, to terminate the agreement as to the relevant location upon giving three months prior written notice, and where the Buyer is the other party, the Buyer shall have the choice, at its sole discretion, to terminate the agreement as to the relevant location upon giving 30 days prior written notice.

16.3 A party may terminate the Agreement in whole or in part by means of a written notice to the other party without need of judicial recourse and with immediate effect:

- a) In case of a material breach (or a number of breaches that collectively constitute a material breach, including any continuous or persistent breaches) of the Agreement

by the other party, but only insofar the other party has not cured its breach of the Agreement, if curable, within 10 days of receiving written notice of the default from the first party. During such 10-day period the non-breaching party may elect to suspend its performance of the Agreement.

- b) If the other party becomes insolvent, makes a general assignment for the benefit of its creditors or commits an act of bankruptcy or if a petition for its reorganization or readjustment of its indebtedness is filed by or against it, or if a receiver, trustee or liquidation of all or substantially all of its property is appointed.

16.4 Termination effected by a party under this Article shall not affect any other rights or remedies of such party under the law or otherwise.

16.5 Notwithstanding (early) termination, each party shall fulfil all obligations accrued under the Agreement prior to the time the termination becomes effective.

#### **17. ASSIGNMENT AND SUBCONTRACTING:**

17.1 Neither party may assign its obligations under the Agreement in whole or in part without prior written consent of the other party and such consent will not be unreasonably withheld, Seller may however assign its obligations to its Affiliated Companies without prior written consent of Buyer. In such event, Seller shall be jointly and severally liable for the performance by the Affiliated Company of the Agreement.

17.2 Seller may, without prior consent of Buyer, subcontract the performance of its obligations under the Agreement in whole or in part to a third party. Should however this third party be unacceptable for Buyer, Buyer is entitled to terminate the Agreement as to the relevant location(s) with immediate effect.

#### **18. NON-WAIVER:**

No failure or delay of any party (including their employees and agents) to exercise any right or power under the Agreement or at law shall operate as a waiver thereof, except as provided in the Agreement, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power under the Agreement, and no waiver of any party of any provision or part of any provision of the Agreement shall be binding unless expressly confirmed in writing.

#### **19. NON-DISCLOSURE:**

The information contained in the Agreement is confidential between the parties. Either party may only disclose such information to any person outside its own organization, its Affiliated Companies or Seller's Deliverers to the extent necessary to perform the Agreement and upon the prior written consent of the other party being obtained, which consent shall not unreasonably be withheld. However:

a) each party is allowed to disclose information to any governmental or supranational authority to the extent disclosure is legally compulsory; and

b) the Buyer is allowed to disclose information of any findings resulting from any audit, investigation or inspection conducted under this Agreement to members and directors of IATA, IFQP, JIG and other fuel quality organizations the Buyer may be a member of, where such findings relate to a safety of flight issue for the Buyer and/or other aircraft operators.

**20. NOTICES:**

Notices under this Agreement shall be made in writing (including telex, Facsimile, or other electronic form) and shall be deemed duly given only when delivered to the other party at the address stated in the Agreement. Upon request of a party, the other party will reconfirm the receipt of any notice.

**21. ENTIRE AGREEMENT:**

The Agreement contains all agreements, arrangements and stipulations between the parties in respect of the supply of Fuel for the location(s) specified herein and supersede all prior agreements, arrangements and stipulations in respect of the same subject.

In case of discrepancies between any provisions in the General Terms and Conditions and any provision in the Agreement, such provision in the Agreement shall prevail.

**22. SEVERABILITY:**

The provisions of the Agreement are severable and the invalidity of any provision in the Agreement shall not affect all other provisions, which will remain valid and binding.

**23. MODIFICATIONS:**

Modifications or amendments to the Agreement are only valid when expressly agreed upon in writing.

**24. OFFICIAL VERSION:**

These General Terms and Conditions and the Agreement shall be executed in the English language and the English language will be the only official language. Translations in any other language may be made for convenience purposes, but those translations shall in no event limit, alter, interpret, define or amend the contents of the English version of the General Terms and Conditions or the Agreement.

**25- SCHEDULE OF ITEMS AND PRICED QUOTATION:**

Type of Fuel	Nomenclature	Location	Quality inspection	Total QTY		Period of contract	
TC-1 OR JET A-1	Aviation Fuel	ESB	JIG standard Method	Minimum 1400MT	Maximum 1400MT	One year	
Description	Airport	UOM	QTY	Plats /MT	Price /MT	Fixed Service Price/MT	Sub Total Price
PURCHASING OF AIRCRAFT FUEL For Ariana Fleet	ESB	MT	1400				

**Note: Please indicate the price in MT, which must include all taxes, refinery costs and other costs, in the columns marked in yellow.**

**26- TECHNICAL SPECIFICATION OF AVIATION FUEL:**

Jet A-1 or TC-1		
<u>Flash point</u>	38 °C (100 °F)	
<u>Auto ignition temperature</u>	210 °C (410 °F)[6]	
<u>Freezing point</u>	-47 °C (-53 °F)	
<u>Max adiabatic burn temperature</u>	2,500 K (2,230 °C) (4,040 °F) open air burn temperature: 1,030 °C (1,890 °F)	
<u>Density at 15 °C (59 °F)</u>	0.804 kg/l (6.71 lb/US gal)	Delivery Point: Into- Plane
<u>Specific energy</u>	42.80 MJ/kg (11.90 kWh / kg)	Invoice Frequency: Weekly
<u>Energy density</u>	34.7 MJ/L <sup>[12]</sup> (9.6 kWh / L)	Contract Estimated Start Date: July 2020
<u>Specific energy</u>	42.80 MJ/kg (11.90 kWh / kg)	Lead Time: Upon Call or immediately

**PLEASE FILL AND SIGN BELOW FIELDS**

Name of Supplier:	
Signature and Stamp of Supplier:	
Date:	

**27- DOCUMENTATION REQUIRED WITH THE SUBMISSION OF THE QUOTATION:**

The Supplier shall attach the following documents to its quotation:



1. A valid Business/trade/ commercial License; Afghanistan Aviation Authority. Permission letter and Foundations for fuel supply.
2. Quality Certificate.
3. Any other documents about the fuel supply and fuel distributing (if available).

28-Invoicing:

- (a) After completion of the supply of the Aircraft Fuel, the Supplier shall submit an E Invoice to the billing address which reflected on the PO,(Agreement)
- (b) payment of the Invoice shall be arranged by the procurement department as well as payable department by using the following method of the payment:

Method A: 15 Days Credit Bases

- (c) payment process of the Invoice shall be arranged by the Purchaser as well Payable Team and pay by Finance Department as per payment method reflected on article (c)
- (d) The Purchaser may, by written notice sent to the Supplier, terminate the Purchase Order, or Contract if applicable, in whole or in part at any time for its convenience:
  - (i) if the Supplier fails to deliver any or all the Aircraft Fuel within the time period(s) specified in the Purchase Order; or
  - (ii) if the Supplier fails to perform any other obligation(s) under the Purchase Order; or
  - (iii) if the Supplier, in either of the above circumstances does not cure its failure within a period of (3) three calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s); or
  - (iv) if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
- (e) Acceptance of the purchase order by supplier is considered as signing of the contract.
- (f)

29- Price Calculation/Breakdown to be sent by supplier:

Including plats data Basis PRICE + Differential + DTF and service charges if applicable, the prices shall be used for evaluation of lowest price. Please indicate the figure in section 1 and also attach price breakdown signed and stamped to this SBD.

**30- VALUATION OF QUOTATIONS**

EXAMINATION OF QUOTATIONS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation:

- (a) meets the eligibility criteria;
- (b) has been properly signed;
- (c) Is substantially responsive to the requirements of the Request for Quotations Documents.

A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the Request for Quotations Documents.

To evaluate a Quotation, the Purchaser shall only use all the factors, methodologies and criteria defined hereinafter, no other criteria or methodology shall be permitted:

- (a) evaluation will be done for Items or Lots;
- (b) price adjustment for correction of arithmetic errors;
- (c) price adjustment due to discounts offered;
- (d) adjustments due to the application of other evaluation criteria as follows: factors related to the characteristics, performance, and terms and conditions of purchase of the Aircraft Fuel and Related Services; the effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Quotations;

If a Quotation is not substantially responsive, it shall be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

No negotiation shall be held with the lowest or any other Bidder after tender opening.

#### 31- CORRECTION OF ERRORS

Quotations determined to be substantially responsive shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.

The amount stated in the Quotation shall be adjusted by the Purchaser 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.