

**ISLAMIC IMARETS OF AFGHANISTAN
ARIANA AFGHAN AIRLINES
STANDARD BIDDING DOCUMENTS
(SBD)
FOR GSA SERVICE PROVIDER**



Document Name	Electronic procurement-Standard bidding Documents-SBD
Description of services	Hiring of General sales agent
SBD Number	004-286-GSA-Saudi
SBD Announcement Date	22-Nov-2021
Offer Submitting Date	09-December- 2021
SBD Closing Date	12-December 2021
SBD Closing Time	10:00 Kabul Time

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Section I - Instructions to Bidders

A. General

1- Scope of Bid

1-1-Ariana Afghan Airlines is looking to hire a reputable and experienced General Sales agent (GSA) for Kingdom Saudi Arabia especially in Jeddah, the GSA will act as sales agent for passenger tickets and cargo consignment at Saudi Arabia. It is required that GSA shall have enough sources to run the related works in timely manner with expected quality, which may result in higher customer satisfaction.

1-2-All costs related to running the GSA's business are the responsibility of the GSA including insurance, rent, general office expenses and any travel within the country or region needed to promote and sell the services. The GSA shall be good assistant to Ariana's station manager/team and providing help and facility in daily works and making professional connections to public and private sectors for delivery of better and timely services to end users.

1-3-In order to achieve the goal of providing quality services to valuable travelers, based on the principle of transparency, selecting a valuable business partner and boosting the company's business and improving the quality of services that lead to attracting more customers. Afghan Ariana Airlines has issued this standard bidding document to the GSA service providers, and will select a business partner through fair and free competition process.

2- Throughout this bidding document:

- A) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the SBD, distributed or received through the electronic- system used by the Ariana Afghan Airlines) with proof of receipt;
- B) Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day.
- C) The winning bidder is expected to provide standard services to Ariana and increase the company's revenue.
- D) GSA Means General sales agent.
- E) SBD Means standard Bidding Documents.

3- Eligible Bidders:

- A- IATA-licensed and experienced Travel agent or companies are eligible to apply.
- B- A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.

B. Contents of Bidding Document

4- Sections of Bidding Document:

4-1-The bidding document consists of the following sections indicated below:

- I. Section I - Instructions to Bidders (ITB)
- II. Section II – TOR
- III. Section III - Evaluation and Qualification Criteria
- IV. Section IV - Bidding Forms
- V. Section V - Fraud and Corruption
- VI. General Sales and Services Agency Agreement.

4-2-The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

5- Clarification of Bidding Document:

5-1-A Bidder requiring any clarification of the bidding document shall contact Ariana Afghan Airlines in writing at Ariana Afghan Airlines 's address specified **in the SBD**. Ariana Afghan Airlines will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids.

6- Amendment of Bidding Document:

6-1-At any time prior to the deadline for submission of Bids, Ariana Afghan Airlines may amend the bidding document by issuing addenda.

6-2-Any addendum issued shall be part of the bidding document and shall be also promptly publish the addendum on the Ariana Afghan Airlines 's web page. Link: <https://www.flyariana.com/Corp/Tenders>

6-3-To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, Ariana Afghan Airlines shall extend, as necessary, the deadline for submission of Bids.

C- Preparation of Bids:

7- Cost of Bidding:

7-1-The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ariana Afghan Airlines shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

8- Language of Bid:

8-1-The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Ariana Afghan Airlines shall be written in English **language**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language.

9- Documents Comprising the Bid:

9-1-The Bid shall comprise the following:

a) **Signed and stamped SBD:**

b) **Alternative Bid:**

c) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder.

d) **Qualifications:** documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted.

e) **Bidder's Eligibility:** documentary evidence establishing the Bidder's eligibility to Bid;

f) **Conformity:** documentary evidence, that the Services conform to the bidding document; and any other document required **in the SBD**.

10- Letter of Bid and Activity Schedule:

10-1- The Letter of Bid and pricing shall be prepared using the relevant Table furnished in SBD. The Table must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11- Alternative Bids:

- 11-1- Unless otherwise indicated **in the SBD**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Ariana Afghan Airlines.
- 11-2- Bidders are permitted to submit alternative technical solutions for specified parts of the Services.

12- Bid Prices and Discounts:

- 12-1- The prices and discounts (including any reduction in commission and increase in cargo price) mentioned by the bidder in the bid letter must comply with the requirements listed below.
- 12-2- The bidder must quote any discount for Commission of passenger Ticket per Passenger and increase for Cargo price per KG and indicate the methodology for their application in the Letter of Bid
- 12-3- The Bidder shall fill in, Price Table for the Passenger and Cargo described in the Table of Specifications.

13- Pre-Bid meeting:

- 13-1- The pre bid meeting will be manage based on official email request of the bidder by using conference call before the bid submission date as mentioned on the cover page of SBD.

14- Currencies of Bid and Payment:

- 14-1- The currency of the Bid and the currency of payments shall be the same. and is USD.

15- Documents Establishing Conformity of Services:

- 15-1- To establish the conformity of the Services to the bidding document, the Bidder shall provide valid certificate of IATA and their company quality manual and procedure with the copy of ISO certificate.

16- Documents Establishing the Eligibility and Qualifications of the Bidder:

- 16-1- To establish Bidder's their eligibility, Bidders shall complete the Letter of Bid, included, Bidding Forms.
- 16-2- The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Ariana Afghan Airlines 's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 16-3- Based on TOR All Bidders shall provide, Bidding Forms, a preliminary description of the proposed methodology, and work plan.

17- Period of Validity of Bids:

- 17-1- Bids shall remain valid until the date specified in the SBD or any extended date if amended by the Ariana Afghan Airlines. A Bid that is not valid until the date specified in the SBD, or any extended date if amended by the Ariana Afghan Airlines, shall be rejected by the Ariana Afghan Airlines as nonresponsive.
- 17-2- In exceptional circumstances, prior to the date of expiration of the Bid validity, the Ariana Afghan Airlines may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.

18- Bid Security:

- 18-1- There *is no need* for bid security for this Project. Acceptance of this SBD shall act as Declaration Letter.
- 18-2- Contract performance guaranty will request before signing of the contract

19- Format and Signing of Bid:

- 19-1- The Bidder shall send the documents comprising the Bid as described in SBD, to the email address specified on SBD. In the event of discrepancy between printed documents and email attachments, the email and their attached documents which will be in PST file shall prevail.
- 19-2- Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19-3- Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 19-4- 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. This authorization shall consist of a written confirmation as specified in the SBD and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids:

20- Sealing and Marking of Bids:

- The Bidder shall send the Bid only to the following email address
bitting-box@flyariana.com
- The bidder should not send his bid without the address introduced to other addresses of the company.
- In order to consider the confidentiality and premature readout of the offer, the bidder should not send his bid to other addresses of the company without the introduced address. Otherwise, it will be the responsibility of the sender of the Bid.

21- Deadline for Submission of Bids:

- 21-1- Bidders have only one option for the submitting their Bids which is by email only.
- 21-2- Bidders should consider the size of the attachments and if the size of the attachments was more than the allowed limit of the email, divide it into several parts and send them with separate emails under one title.
- 21-3- Ariana Afghan Airlines may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document, in which case all rights and obligations of the Ariana Afghan Airlines and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22- Late Bids:

- 22-1- Ariana Afghan Airlines shall not consider any Bid that arrives after the deadline for submission of Bids, Any Bid received by the Ariana Afghan Airlines after the deadline for submission of Bids shall be rejected.

23- Withdrawal, Substitution and Modification of Bids:

- 23-1- A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative.
- 23-2- No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

24- Bid Opening:

- 24-1- The Bid opening meeting will be held in the presence of the Bid opening committee members in accordance with the company's procurement procedures.
- 24-2- on the date and time specified in SBD the e-mail box will be opened and all received bids will be downloaded in the tender box and will readout and printed.

E. Evaluation and Comparison of Bids

25- Confidentiality:

- 25-1- Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders.
- 25-2- Any effort by a Bidder to influence the Ariana Afghan Airlines in the evaluation or contract award decisions may result in the rejection of its Bid.
- 25-3- from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Ariana Afghan Airlines on any matter related to the Bidding process, it should do so in writing.

26- Clarification of Bids:

- 26-1- To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, Ariana Afghan Airlines may, at its discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices, and other information that the Ariana Afghan Airlines may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Ariana Afghan Airlines shall not be considered. The Ariana Afghan Airlines 's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Ariana Afghan Airlines in the evaluation of the Bids.
- 26-2- If a Bidder does not provide clarifications of its Bid by the date and time set in the Ariana Afghan Airlines 's request for clarification, its Bid may be rejected.

27- Deviations, Reservations, and Omissions:

- 27-1- During the evaluation of Bids, the following definitions apply:
 - A) "Deviation" is a departure from the requirements specified in the bidding document;
 - B) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - C) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

28- Determination of Responsiveness:

- 28-1- The Ariana Afghan Airlines 's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 12**.
- 28-2- A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Ariana Afghan Airlines 's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

28-3- Ariana Afghan Airlines shall examine the technical aspects of the Bid, to confirm that all requirements of **Section VII (TOR)**, Ariana Afghan Airlines 's Requirements have been met without any material deviation or reservation, or omission.

28-4- If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Ariana Afghan Airlines and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29- Nonconformities, Errors and Omissions:

29-1- Provided that a Bid is substantially responsive, Ariana Afghan Airlines may waive any nonconformities in the Bid.

29-2- Provided that a Bid is substantially responsive, Ariana Afghan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29-3- Provided that a Bid is substantially responsive, Ariana Afghan Airlines shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, Ariana Afghan Airlines shall use its best estimate.

29-4- Provided that a Bid is substantially responsive, Ariana Afghan Airlines shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

30- Correction of Arithmetical Errors:

30-1- Provided that the Bid is substantially responsive, Ariana Afghan Airlines shall correct arithmetical errors on the following basis:

30-2- Provided that the Bid is substantially responsive, Ariana Afghan Airlines shall correct arithmetical errors on the following basis:

- A) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of Ariana Afghan Airlines there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
- B) 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; and
- C) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30-3- Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

31- Conversion to Single Currency:

31-1- For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency which is **USD**.

32- Margin of Preference:

32-1- A margin of preference shall not apply.

33- Evaluation of Bids:

- 33-1- Ariana Afghan Airlines shall use the criteria and methodologies listed in this SBD and, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, Ariana Afghan Airlines shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
 - A) substantially responsive to the bidding document.
- 33-2- In evaluating the Bids, Ariana Afghan Airlines will determine for each Bid the evaluated Bid cost and estimated benefit by adjusting the Bid price as follows:
 - A) price adjustment for correction of arithmetic errors.
 - B) price adjustment due to discounts offered.
 - C) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency.
 - D) price adjustment due to quantifiable nonmaterial nonconformities.
- 33-3- The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 33-4- Evaluation is based on the lowest commission on passenger tickets and the highest price of cargo delivery.

34- Comparison of Bids:

- 34-1- The Ariana Afghan Airlines shall compare the evaluated costs and estimated benefit of all substantially responsive Bids established to determine the Bid that has the lowest Offered commission per passenger and highest cargo price per KG evaluated cost.

35- Abnormally Low Bids:

- 35-1- An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 35-2- In the event of identification of a potentially Abnormally Low Bid, the Ariana Afghan Airlines shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 35-3- After evaluation of the price analyses, in the event that the Ariana Afghan Airlines determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Ariana Afghan Airlines shall reject the Bid.

36- Qualification of the Bidder:

- 36-1- The Ariana Afghan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria, Evaluation and Qualification Criteria.
- 36-2- The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

36-3- An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Ariana Afghan Airlines shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

37- Ariana Afghan Airlines 's Right to Accept Any Bid, and to Reject Any or All Bids:

37-1- Ariana Afghan Airlines reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bidders will notify by email.

38- Standstill Period:

38-1- The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Business Days unless extended. The Standstill Period commences the day after the date the Ariana Afghan Airlines has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by Ariana Afghan Airlines, the Standstill Period shall not apply.

39- Notification of Intention to Award:

39-1- The Ariana Afghan Airlines shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- A- the name and address of the Bidder submitting the successful Bid;
- B- the Contract price of the successful Bid;
- C- the expiry date of the Standstill Period; and
- D- instructions on how to request a debriefing or submit a complaint during the standstill period.

F. Award of Contract

40- Award Criteria

40-1- Ariana Afghan Airlines shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

A) substantially responsive to the bidding document.

41- Notification of Award

41-1- Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, Ariana Afghan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award is also called the "Letter of Acceptance.

41-2- The Contract Award Notice shall be published on the Ariana Afghan Airlines 's website with free access for at least 10 days.

42- Debriefing by Ariana Afghan Airlines:

42-1- On receipt of the Bidder's Notification of Intention to Award, an unsuccessful Bidder has two (2) Business Days to make a written request to the Ariana Afghan Airlines for a debriefing. The Ariana Afghan Airlines shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

42-2- Where a request for debriefing is received within the deadline, the Ariana Afghan Airlines shall provide a debriefing within three (3) Business Days, unless the Ariana Afghan Airlines decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Ariana Afghan Airlines shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

42-3- Where a request for debriefing is received by the Ariana Afghan Airlines later than the three (3)-Business Day deadline, the Ariana Afghan Airlines should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

42-4- Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs for debriefing meeting.

43- Signing of Contract:

43-1- Ariana Afghan Airlines shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.

43-2- The successful Bidder shall sign, date and return to the Ariana Afghan Airlines, the Contract Agreement within seven (7) days of its receipt.

44- Performance Security:

44-1- Within ten (10) days after receiving the acceptance letter from Ariana Afghan Airlines, the Bidder must deposit the performance guarantee amount to the Ariana Bank Account that will be introduced.

44-2- Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Ariana Afghan Airlines may award the Contract to the Bidder offering the next Most Advantageous Bid.

Section II - TOR

TOR and Evaluation Criteria for Hiring General Sales Agent (GSA) in Stations (Passenger ticket and cargo)

45- Background:

Ariana Afghan Airlines is a State-Owned-Company operating in accordance with Afghan laws, Afghanistan Civil Aviation regulations, ICAO standards and recommendations, and IATA rules.

Ariana Afghan Airlines Co. Ltd is the oldest airline of Afghanistan and serves as the country's national carrier, established on 27th January 1955. ARIANA AFGHAN AIRLINES is rich in history and proudly offers their passengers a well-maintained air fleet, convenient routes, attractive prices, and the best of traditional Afghan hospitality.

In 1957 an agreement was negotiated between the Royal Afghan Government and the United States International Co-Operation Administration (ICA) to create a partnership with a leading American airline company. Ariana was reincorporated as a limited Liability Company with 51% of the shares owned by various entities of the Afghan Government, and the remaining 49% acquired by Pan American World Airways. This partnership had two objectives - to operate the airline profitably and to train Afghan employees to eventually fulfil all operational and Management roles. This meant years of training and development, and to a major extent, both objectives were accomplished. Initially staffed with foreign pilots and mechanics when the airline first began, ARIANA AFGHAN AIRLINES 's major personnel is now comprised of local Afghan trained professionals.

The company used to be one of the popular carriers in the region as well as in the world with flights to most of the countries in the world including USA. However, past decades' war has adversely impacted Ariana Afghan Airlines and hindered company's competitive position in the air travel market. Nonetheless, Afghanistan is now making a new star after decade of disastrous years of conflict with the support of country leadership and international community.

Currently, with base at Kabul International Airport (KIA)-Kabul, ARIANA AFGHAN AIRLINES operates domestically and provides international linkages to countries such as China, India, Russia, Saudi Arabia, United Arab Emirates and Turkey.

As of today, ARIANA AFGHAN AIRLINES is fully owned by the Afghan government. The company is governed by Board of Management, Board of Supervisors, Board of Directors and Board of Shareholders. The main shareholders of the company are Ministry of Finance, Ministry of Economy, Afghan National Bank and Pashtany Bank.

46- Purpose of Assignment

46-1- ARIANA AFGHAN AIRLINES is looking to hire a reputable and experienced GSA for Kingdom Saudi Arabia especially in Jeddah, the GSA will act as sales agent for passenger tickets and cargo consignment. It is required that GSA shall have enough sources to run the related works in timely manner with expected quality, which may result in higher customer satisfaction.

46-2- All costs related to running the GSA's business are the responsibility of the GSA including insurance, rent, general office expenses and any travel within the country or region needed to promote and sell the services. The GSA shall be good assistant to Ariana's station manager/team and providing help and facility in daily works and making

professional connections to public and private sectors for delivery of better and timely services to end users.

46-3- GSA Service provider need to review the TOR and sign it for further process

46-4- If the GSA did not accept and signed the TOR, so their offer will not review.

47- Specific Responsibilities of GSA will be but not limited to following:

- Play main and active part in general sales of services (passenger ticket and cargo) to customers and conduct adequate plan to increase revenues
- Create and maintain sustainable market and target appropriate customer's segment for long-time business
- Having well established offices and facilities for working team and sales agents throughout commercial areas
- Assist Ariana representative in preparing joint promotion and marketing strategies.
- Facilitate official meetings and talk for Ariana team and delegation to aviation or other relevant entities for all relevant matters.
- Update Ariana representative or core team on market changes and business opportunities when applicable.
- Obtain and hold required working certificates/visas and licenses. For Ariana Afghan Airlines team.
- Having strong connection, qualified and expert personnel plus equipped office in the airport for daily management of works/ as a sales point.
- Accept and assist assigned members/delegation/audit from Ariana side for planned works or purposes.
- The GSA shall assign a Public Relation Officer (PRO) to coordinate the work, related to the ARIANA AFGHAN AIRLINES with the local government departments.
- Assist ARIANA AFGHAN AIRLINES employee to obtain necessary authorization or work permits.
- Perform other related tasks as advised by ARIANA AFGHAN AIRLINES representative.
- Providing and operating enquiry, reservations and dedicated booking offices readily identifiable as the offices of the principal, and equipped and staffed for the sale of transportation for passengers over the counter, by mail or by telephone,
- The sale of transportation on the regular air services of the principal,
- Solicitation and promotion of sales on the regular air services of the principal,
- Undertaking of special publicity and promotional campaigns when so requested by the principal, the costs of which shall be subject to the prior approval of the principal and shall be rechargeable to the principal,
- Prominently display, as far as practical, of the principal's advertising, publicity and display material in the windows and interiors of the GSA's offices in the Territory.
- Bringing promptly to the notice of the GSA's booking and reservations staff and to Sales Agents in the Territory instructions, special advises and sales points sent to GSA by the Principal.
- Advise to passengers concerning passport, health, currency, immigration and other regulations in force in countries to and through which they are to travel and ensuing as far as practicable that such regulations are observed by all such passenger.
- Distribution to such Sales Agents of timetables and other publicity matter provided by the principal
- Establishing and maintaining relations with the low press within the territory for the purpose of distributing press releases and information about the principal the contents of which shall be approved by the principal in advance ended
- Advertising, marketing, promoting and publishing the services of the principal in every reasonable way within the Territory
- Representing the Principal when required on exhibitions, fairs, press conferences, etc

- Establishing and maintaining contact with appropriate government and administrative agencies in the territory relating to air transportation in order to handle any necessary filings, approvals, and discussion with such agencies.
- All other activities that may reasonably be considered essential or useful for the purposes of implementation of this agreement
- The GSA should have related experience in the field at least Two Years.
- The principal has the authority to observe activities of GSA, it at any time it is not profitable. GSA and principal will discuss mutually and ensure successful operation in the territory
- The GSA must obey and follow all rules and regulations of the Principal in the Territory.
- The GSA is liable to pay its own taxes and tariffs of the Territory and the Principal is liable for its.
- The principal shall allow sales of tickets up to 50% of security deposit amount, and using of Ariana Net system will be on credit basis.
- The GSA must cooperate in relation of the Principal with Civil Aviation Ministry of SAUDI ARABIA and other related authorities for getting slot time, flight permission, landing permission in Jeddah and Riyadh airports, and other necessary issues with the principal.
- Preparation of documents required by governmental authorities, ATA industry organizations or by the Principal GSA in accordance with the existing standards well as compliance with all existing provisions of applicable law, and performing all other services which can be reasonably required by the principal pursuant to this agreement
- The GSA shall provide weekly reports of present and future market developments, including the activities of the principal's competitors as well as any other sales or commercial information that might reasonably be required by the principal
- Preparation of all documents required by local or international regulations or as may reasonably be required by the principal such as a declaration for fiscal purposes.
- The GSA shall comply with all provisions of the ATA Traffic Resolutions in the sales of business.
- Preparation of all documents required by local or international regulations or as may reasonably be required by the principal, such as a declaration for fiscal purposes.
- The GSA shall comply with all provisions of the IATA Traffic Resolutions in the sales of business.

48- The GSA undertakes:

1. The employment of sufficient trustworthy and competent staff to undertake the responsibilities Under this agreement.
2. GSA is responsible to provide an equipped office for Ariana Station Manager by their expenses OR free of cost. if the office rented by GSA, so for the sake of transparency, the GSA is required to transfer the monthly OR yearly rent fee and other office expenses to the Ariana's account so that Ariana can repay and transfer it to the office owner account. Direct payment to the office owner via GSA is not allowed.
3. The provision and maintenance of suitable areas at the offices to be used for the transaction the Services provided for in this agreement. The office will be suitably located, clearly identified Premises satisfactory to the principal, and telephone number(s) for the GSA and the Principal will Be published referring the locations that are available
4. The distribution of timetables, tariffs, promotional and other advertising materials to corporate and Travel agents and the general public with the territories with the prior permission of Principal.
5. The GSA shall provide a furnished office in the GSA's premises for Principle's representative to Be used for daily activities.
6. GSA shall increase number of sales distributors (Travel Agency) in Saudi Arabia territory.
7. GSA shall ensure minimum 75% passengers load from Jeddah to Kabul and RUH to Kabul.

7. GSA shall ensure minimum 50% of cargo load based on Aircraft capacity from Jedda to Kabul and RUH to Kabul.

47- The following activities will be carried out on a regular basis at the GSA's cost

1. Field sales and telephone sales campaigns.
2. Direct mailings including fax and Email Newsletters.
3. Market research (competitor analysis) / customer surveys, if requested
4. Present database usage 5 Ariana Afghan Airlines database set-up & update
6. Direct sales to travel agencies to improve the awareness of the product
7. Promotion through specialized corporate travel agencies and company implants

The GSA shall present an annual marketing plan for the Territory with periodical sub-divisions specifying all the actions and respective costs such marketing plan shall be documented and mutually signed between the Principal and the GSA. A weekly and monthly report with all marketing and sales activities. As well as any actions of importance taken by GSA, will be submitted and distributed to the respective levels of the principal by email.

The principal reserves the right to appoint employees to work with GSA in the Territory at its own cost and the GSA undertakes the following

1. The GSA shall arrange for the work visa / permit for the representatives of the principal.
2. The GSA shall assign a Public Relation Officer (PRO) to coordinate the work related to the principal with the local government departments.

49- Duration and Payment Scheme

The duration of agreement with selected GSA shall be 1 year. The duration of agreement may be extended in mutual agreement upon satisfactory performance of GSA, or ARIANA AFGHAN AIRLINES will have right to make other appropriate decision at the time.

The payment final terms and conditions shall be specified in the contract terms however, the scheme of services plus a fixed fee will be applicable.

Approved By: -

Signature: -----

Section III - Evaluation and Qualification Criteria

50- This section contains the criteria that the Ariana Afghan Airlines shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document and TOR. The Bidder shall provide all the information requested in the forms included in **Section IV**, Bidding Forms.

50-1- Evaluation:

ARIANA AFGHAN AIRLINES is looking to have a GSA (Cargo + Passenger) that can meet below minimum requirements/ criteria	
Criteria of Selection	Bidder answer and reference
The Bidder should have at least -3- branches as sales points in cities commercial areas for Cargo and Ticket sales. like Jeddah, Riyadh or any other equivalent places. If not , the Bidder should provide guaranty letter that they will open the offices at the mentioned Areas within 3 months after signing of the contract. If the answer is "confirmed" please provide guaranty letter on the letterhead of your company and attach to the SBD	
The Bidder should have at least 3 years of relevant experience. If the answer is Yes , please provided proof of the documents and attach to the SBD	
The Bidder should hold valid and reliable aviation and technical certificates/license like IATA or any other equivalent/certificates/license. if the answer is Yes , please providing copy of the IATA and other certificates/license and attach to the SBD	
The Bidder should not have contract with any of the Airlines that fly from Afghanistan to Saudi and from Saudi to Kabul. if the answer is "confirmed" please provide guaranty letter on the letterhead of your company and attach to the SBD	
The vendor should accept the agreement which is available on section VI of the SBD, if the vendor did not provide acceptance letter of agreement the offer will be rejected	
The Bidder should sign and stamp the TOR which is available on section II of this SBD, if the vendor did not sign and stamp the TOR the offer will be rejected.	
The Bidder should completely fulfil and sign and stamp the letter of bid which is available on section IV of this SBD. if the vendor did not sign and stamp the letter of bid the offer will be rejected.	
The Bidder should sign and stamp the integrity pacts which is available on section V of this SBD. if the vendor did not sign and stamp the integrity pacts form the offer will be rejected.	
The Bidder should provide work plan for the performance of contract. if the vendor did not provide the contract performance plan the offer will be rejected.	
The Bidder should offer the lowest demand for commission and the highest price for cargo	
The bidder should provide equipped office for Ariana Station Manger on free of cost bases.	
The Bidder should provide contract performance guarantee letter	

51- Qualification:

All Bidders shall include the following information and documents with their Bids:

- 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 three (3) years**;
- c) experience in Services of a similar nature and size for each of the last **Three (3) 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) list of major systems proposed to carry out the Contract;
- e) qualifications and experience of key management and personnel proposed for the Contract;
- f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past (3) years;
- g) information regarding any litigation, current or during the last (3) years, in which the Bidder is involved, the parties concerned, and disputed amount;
- h) upon request of Ariana, authority to the Ariana Afghan Airlines to seek references from the Bidder's bankers;

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- a) annual volume of Services of at least the amount specified **below**;
- b)** experience as GSA in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last (3) years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below**;
- c) proposals for the timely acquisition of the essential updated and new systems in the field of Ticket and Cargo space sales.
- d) Suitably qualified key personnel and other key personnel that the Bidder considers appropriate to perform the Services; and
- e) A consistent history of litigation or arbitration awards against the Bidder or any member of the GSA may result in disqualification.

Section IV- Bidding Forms

52- Letter of Bid:

- **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued;
- **Eligibility:** We meet the eligibility requirements and have no conflict of interest.

We and any of our subcontractors:

- (i) have not been subject to disqualification by the Bank for non-compliance with obligations.
- (ii) [had been subject to disqualification by the Bank for non-compliance with obligations. An arbitral award on the disqualification case has been made in our favor.]
- **Conformity:** We offer to provide the GSA Services in conformity with the bidding document and TOR.
- **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Passenger Ticket Sales commission set up:

Scope of Activities	Percentage of commission	Other information if there is any
Commission on Direct Passenger Ticket Sales		
Overriding Commission on Territory Sales		
Important Notice: The Bidder needs to fulfil the above-mentioned Table area which marked by yellow color because the lowest offered Commission percentage will be a positive point in the evaluation stage		

Number of Flight () * estimated Ticket sales per flight () * Ticket Price () = Total Contract ()

Cargo Services estimated set up:

Type of Aircraft	Number of flights per Year	Cargo/per flight	Targeted Cargo per Year	Price/per Chargeable weight-KG	Contract Value	Security Deposit	Minimum annually Cargo Capacity	Maximum annually Cargo Capacity
A310	156	5 T	780 T		TBA	SAR500000	80%	100%
Important Notice: The Bidder needs to fulfil the above-mentioned Table area which marked by yellow color because the highest offered Cargo Price will be a positive point in the evaluation stage								

Number of Flight () * estimated cargo per flight (KG) * Cargo Price () = Total Contract ()

CAUTION:

MAIN SELECTION INDICATORS:

- **FOR PASSENGER TICKETS IT IS LOW OFFRED COMMISSIONS PERCENTAGE PER PASSENGER.**
- **FOR CARGO IT IS THE HIGH OFFRED CARGO PRICE PER KG**

- **Discounts:** The discounts offered and the methodology for their application are:
 - A) The discounts offered are: *[Specify in detail each discount offered.]*
 - B) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- **Bid Validity Period:** Our Bid shall be valid for 60 days from *[insert day, month and year]* , and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - A) **Performance Security:** If our Bid is accepted, we commit to obtain a Contract Performance Security in accordance with the bidding document;

B) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of SBD.

Suspension and Debarment:

- We, along with any of our subcontractors, suppliers, consultants, Systems manufacturers, or PSAs for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed.
- **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]*

Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing] day of [insert month], [insert year]*

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law
7. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Qualification Information

1- Individual Bidders:

1. Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

2. Total annual volume of Services performed in (3) years, in the internationally traded currency specified **in the SBD**: *[insert]*
3. Services performed as prime GSA on the provision of Services of a similar nature and volume over the last (3) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of company and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 53-** Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 54-** Financial reports for the last (3) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

- 55-** Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements.

- 56-** Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Ariana Afghan Airlines.

- 57-** Information regarding any litigation, current or within the last (3) years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

2-Additional Requirements:

- Bidders should provide any additional information required **in the SBD**.

52- Work Plan

Need complete work plan for the performance of contract and shall be provided by the bidder

Section V - Fraud and Corruption

The bidder shall sign and stamp this Form of Integrity Pact which is a mandatory requirement of Ariana Afghan Airlines. Failure to comply with this requirement shall result in automatic rejection of the bid.

53- Integrity Pacts:

{Name of GSA Service Provider Company} hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefits from government of Afghanistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.

Without limiting the generality of the foregoing, {Name of GSA Service Provider Company} represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Afghanistan either directly or indirectly through any natural or juridical person, including its affiliate, representative, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from government of Afghanistan, except that which has been expressly declared pursuant hereto.

{Name of GSA Service Provider Company} Certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Afghanistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

{Name of GSA Service Provider Company} accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of Afghanistan under any law, contract or other instrument, be voidable at the option of Government of Afghanistan.

Notwithstanding any rights and remedies exercised by Government of Afghanistan in this regard, {Name of GSA Service Provider Company} agrees to indemnify Government of Afghanistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Afghanistan in an amount equivalent to ten times the sum of any commission, gratification bribe, Finder’s fee or kickback given by {Name of GSA Service Provider Company} as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Afghanistan.

Signature of the GSA Service Provider Company

{Name, Title and address}

Official Seal

Section VI : General Sales Agency Agreement

This General Sales and Services Agency Agreement (the “**Agreement**”) which is based on (SBD 004-XXX-GSA), and will henceforth be referred to in this contract as Annex No. 1.to the contract. Parties are agreed in case of discrepancy between the terms and conditions of the contract and the terms and conditions of the (SBD-GSA), the terms of the SBD document will be prevail.

This General Sales and Services Agency Agreement (the “**Agreement**”) is made on this day of XX day of /November /2021.

BETWEEN: **ARIANA AFGHAN AIRLINES** (the “**Carrier**”), is a company organized and existing under the laws of Afghanistan, having its registered office at Char Rahi Shashid, Shahr-e-Naw, P.O. Box 76 Kabul, Afghanistan

AND: (the “**GSA**”),

The Carrier and the GSA as the context may require are collectively referred to as “**Parties**” and individually as “**Party**”

WHEREAS the Carrier desires to engage the services of General Sales Agent (GSA) in the capacity of exclusive passenger and Cargo Sales Agent in the territory, as hereinafter defined, and the GSA desires to provide its services to carrier in the capacity of General Sales Agent on the terms and conditions hereinafter set out.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.DEFINITONS:

In this agreement, except as otherwise provided, capitalized terms shall have the following meaning assigned to then herein below:

“**GSA Account(s)**” shall mean the GSA account(s) created by the carrier in Carrier’s reservation system to facilitate travel and Cargo booking(s) and other services as mentioned in this Agreement.

“**Agency Account(s)**” shall mean the agents account(s) created by the carrier in Carrier’s reservation system to facilitate travel and Cargo booking(s) and other services as mentioned in this Agreement.

“**Effective Date**” shall mean December 1,2020

“**Sales Channel**” shall mean agent, sub agent or General Sales Agent direct sales (GSA); Interline Sales, BSP/Airway Bill, sales thru Agency and GSA account(s) in Carrier’s reservation system.

“**Territory**” shall mean the Saudi Arabi

“**Standard Commission**” shall mean commission on the Base Fare on all Direct and own sales made by the GSA and Agent.

“**Overriding Commission**” shall mean GSA commission on the Base Fare aggregated from sales made thru Sales Channels in the territory of SAUDI ARABIA.

“**SBD**” shall mean Standard Tender Documents

2.TERMS OF AGREEMENT

This agreement shall become effective from the effective date upon execution by both parties hereto and shall continue in full force and effect and be valid for a period of three years from the Effective Date.

Notwithstanding anything contained herein, this agreement may be extended for further period automatically, unless and otherwise either party wishes to terminate the contract.

3.GSA ROLE AND REASONSIBILITIES

- 3.1 The GSA will act as passenger and cargo General Sales Agent for carrier in the territory to the extent of and in accordance with the terms and conditions, and to observe and perform all and any of the provisions, stipulations and requirements as contained herein.
- 3.2 The GSA will be able to book in applicable currency as determined by Carrier's reservation system from time to time. For the ease of reference, the applicable currency conversion rates shall made available in Carrier's reservation system.
- 3.3 The GSA at all times during the term of this Agreement, as and when required facilitate the Carrier with such assistance as may be required by the carrier to perform its obligation within the Territory.
- 3.4 The GSA shall devote full time and attention to the sale of carrier products and shall regularly call upon all the customers and potential new customers within the territory to solicit orders for products of Carrier therefrom, and shall all time use its best efforts, in good faith, to promote the interests of Carrier in the sale of such products.
- 3.5 GSA agrees and undertakes to abide with all sales policies and procedures of the Carrier, as established and issued by Carrier from time to time, so long as they are not in conflict with any applicable rules and regulations.
- 3.6 GSA shall use Carriers official name & logo as approved and intimated by the Carrier from time to time.
- 3.7 GSA undertakes to advice and provide all potential Carrier passengers clearly and accurately the terms and conditions for carriage as applicable from time to time.
- 3.8 The GSA agrees that its designated staff will sell, promote and advertise such products and services of the carrier as it may from time to time designate such prices and, on such terms, and conditions as Carrier shall specify and approve (hereinafter referred to as "Carrier Products") in conjunction with the Carriers Terms and Conditions of Carriage.
- 3.9 The GSA shall provide adequate furnished space in his office accessible to customers with Ariana Afghan Airlines branding.
- 3.9a Perform such other acts, deeds and things as may be advised by the Carrier from time to time to facilitate flight operations of the Carrier.
- 3.9b Establishing and maintaining relations with the local press within the Territory for the purpose of distributing press releases and information about the principal, the contents of which shall be approved by the principal in advance.
- 3.9f the following activities will be carried out on a regular basis at the GSA's cost:
 1. Field sales and telephone sales campaigns
 2. Direct mailings including fax and Email Newsletters
 3. Market research (competitor analysis), customer surveys, if requested
 4. Present database usage
 5. Ariana Afghan Airlines database set-up & update
 6. Direct sales to travel agencies to improve the awareness of the product
 7. Promotion through specialized corporate travel agencies and company

Implants

3.9g The Principal reserves the right to appoint employees to work with GSA in the Territory at its own cost and the GSA undertakes the following:

1. The GSA shall arrange for the work visa / permit for the representatives of the Carrier on the Carriers Cost.
2. The GSA shall assign a Public Relation Officer (PRO) to coordinate the work related to the principal with the local government departments.

3.9f The GSA will pay all-inclusive Cargo rate to Carrier @ US\$ XXX per KG for airport-to-airport cargo with 80% cargo target, subject to availability of Cargo space in flight(s) and flight operation(s).

- GSA to provide Adequate Bank Guarantee to cover GSA sale and coordinate with the Agents to collect Bank Guarantee to cover respective Agency Sales.

4.CARRIERS REASONSIBILITIES

- 4.1 The Carrier shall allow the GSA an access to its credit and cash account in Carriers Reservation System with Username/s and Password/s.
- 4.2 The Carrier shall allow the GSA to manage and access Agent(s) account(s) in Carriers Reservation System with followings.
 1. To access Agent's account with Username/s and Password/s
 2. Modification, Reissue and change of Name and date authority
- 4.3 The Carrier will provide all the relevant information needed by the GSA for reconciliation of booking and sales made by the GSA and Agents in the Territory.
- 4.4 The Carrier will provide training to GSA's Staff as and when required.
- 4.5 The Carrier will provide such special publicity materials for display and distribution by the GSA as may be solely decided by the carrier from time to time.
- 4.6 The Carrier shall keep the GSA informed about any major changes to promotional passenger fares, cargo rates, offers, products and services.
- 4.7 The Carrier shall reimburse to the GSA all expense incurred on behalf of the Carrier within 15days from close of the month, provided the same has been approved or authorized by the Carrier.
- 4.8 The Carrier shall make all payments that have been agreed to the GSA in AED or USD.
- 4.9 The Carrier will refrain from providing and issuing block/Group booking for travel commencing in SAUDI ARABIA to entities, Agents and Sub Agents operating outside the Territory of SAUDI ARABIA.
- 4.9a The Carrier shall allow to book ex SAUDI ARABIA groups only on the GSA system.
- 4.9b Parties will settle their respective payment as per agreed terms with no delay.

5.DESIGNATED BANK ACCOUNT FOR THE REMITTANCE

- 5.1 The GSA must remit the funds to the Carriers Bank account in SAUDI ARABIA or as may be designated by the Carrier from time to time.

6.REMUNARATION

6.1 In consideration of activities as provided in this agreement, the carrier shall pay to the GSA

a) Standard Commission

Carrier shall pay to the GSA, Standard Commission **xx** percent (**x%**) on the Base Fare on all Direct and own passenger ticket sales, tickets issued by the GSA on cut and pay basis.

b) Overriding commission (ORC)

The Carrier shall pay to the GSA, Overriding Commission (ORC) **x %** on the Net Booked Revenue (Base Fare), if Ariana generates account (ID) on "Ariana Net system". aggregated from the Sales Channel for the passenger ticket sales generated and originated in the territory of SAUDI ARABIA for Ariana Afghan network routes. ORC to be on all territory passenger ticket sale irrespective of sale from agents or GSA.

c) Other Terms for commission:

- This Overriding Commission (ORC) shall be calculated monthly and payable within Thirty (30) days from close of the month.
- Overriding Commission (ORC) as mentioned above will be settled by remitting it to the designated bank account of GSA in SAUDI ARABIA.
- All monies collected by the sales made herein including any commission withheld by the GSA pursuant to this Agreement are the property of the carrier and shall be retained by the GSA as the property of the carrier until satisfactory accounted for to the carrier.
- Unless otherwise agreed by the Parties hereto, all payment contemplated under this Agreement shall be made in SAR or USD.
- Commission structure to be neutral across two markets (Afghanistan & SAUDI ARABIA) on Carrier route Afghanistan-SAUDI ARABIA & SAUDI ARABIA -Afghanistan.

d) Exception:

The ORC Commission and other commissions are not applicable on Hajj as well as the Umrah Hajj tickets, and will be regulated by a separate contract if necessary.

7.INDEPENDANT CONTRACTOR

The GSA shall at no time represent or hold itself out as having any apparent or express authority to incur any debt or liability for or on behalf of Carrier, and at no time, without the express written authorization of Carrier, It is understood and agreed by the GSA this Agreement shall not be construed as an employment agreement and, further, that no representation will be made or acts taken by the GSA which could establish any apparent relationship of joint venture or partnership, and Carrier shall not be bound in any manner whatsoever by any agreements, warranties or representation made by GSA except as contemplated and to the extent required under this Agreement. The GSA shall not make any purchase, apply for any loan or credit or incur or permit any obligation to be incurred in the name or on the credit of Carrier.

The GSA shall not take legal proceedings in the name of the Carrier without the consent in writing of the Carrier nor shall it without such content defend, settle, release or discontinue any action or legal proceedings or otherwise prejudicially affect the interest of the Carrier.

The Carrier reserves the right to appoint its own staff at any location within the Territory in any capacity at its own expense and the GSA undertakes to maintain necessary liaison with such staff in the carrying out of their duties and responsibility.

8.TERMINATION

- 8.1 In the event of any dispute both parties will attempt mutually resolve the issue, in the eventuality it is unresolved, either party may terminate this Agreement during its term, or any extension thereof, by giving the other party 90 Days prior notice.
- 8.2 Any equipment, catalogues, material, records, name, logo or other Data any time furnished to the GSA by Carrier shall at all times be deemed to be property of Carrier, of which the GSA shall be bailee. Upon termination of this Agreement, all such property shall be returned to Carrier and failure of the GSA to do so shall entitle Carrier to charge the value thereof to the commission account of the GSA.
- 8.3 The GSA will be paid Commissions from Sales Channel duly accepted by Carrier prior to the termination of this Agreement. On termination, any unutilized balance lying in the Agency Account shall be remitted to the designated bank account of the GSA within 30 days of termination and after reconciliation.
- 8.4 Any notice permitted or required under this Agreement shall be in writing and served either by personal delivery or certified mail to signatory's addresses.

9.INDEMNITY

- 9.1 The Carrier shall indemnify and hold the GSA its officers, employees harmless from and against any and all claims, Demands, liabilities, losses, cost, damages and expenses including without limitation claims arising out of or in conjunction with failure of the Carrier to provide air transportation or services except to the extent that such injury, loss or damage is caused or contributed by the GSA its officers, employees or servants.
- 9.3 The GSA further agrees to indemnify and hold harmless the Carrier, its directors, Officers, employees, servants and agents from all damages, expense or loss on account of misuse, loss, theft or forgery of Traffic documents supplied by the Carrier to the GSA which have duly issued and delivered by the GSA

10.TRADE MARKS

The GSA agrees to conspicuously display such signs and other identification of Carrier such as Trade Marks and brand names at its locations as shall be necessary for the proper marketing of the Carrier Products subject to the following terms and conditions as to such usage.

- a) The GSA undertakes not to use the Carrier trademarks and brand names or any imitations or part thereof or any confusingly similar name or Trade Mark as a trade name or as a part or all the corporate commercial or business name. The GSA undertakes not to use or publicize Carrier trade marks in any way except to identify itself as an authorized General

Sales Agent (GSA) or as may be authorized. The GSA also undertakes not to use Carrier trade marks or brand names either as a trade mark or a trade name or otherwise to carry on business, promote or distribute any product except carrier products.

- b) In the event of termination of this Agreement for any reason whatsoever, the GSA undertakes not to further use the aforesaid sign or signs and to immediately discontinue the use of same, by removal if necessary, and the GSA shall immediately cease to identify or announce itself as the GSA of Carrier products and shall not associate the Carrier trade marks and brand names or any imitations or part thereof with any other products or services.
- c) The GSA undertakes to use the Carrier trade marks in conformity with the quality standards, markings and controls established from time to time by Carrier.

11.FORCE MAJEURE

Either party shall be exempt from liability in respect of any failure to perform its obligations under this Agreement arising from any of the following causes for the duration of its occurrence.

- a) Labor disputes involving a complete or partial stoppage of work and strikes threatened or actual (whether of employees of either party or of others on whom either party may be depending to fulfill this Agreement.
- b) Force Majeure or any other cause beyond the control of either party including acts of God, fire, floods, epidemics, earthquake, pandemic, accidents, civil uprisings, war, international conflicts, seize, expropriation by governments, terrorism to or failure of aircraft or any part thereof or any machinery or parts used in connection therewith or in the servicing or maintenance thereof.

Provided that in the event of any such stoppage or failure of the party facing such event shall use its best endeavors to fulfill its obligations herein.

12.NOTICES

Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, electronic mail or other means of telecommunication in permanent written form. The addresses and numbers for service of notice shall be given to the parties at their respective addresses set forth below:

In Case of the Carrier: Mr. _____

In Case of the GSA: Mr. _____

or such other address, facsimile number or e-mail address as may be notified by that Party to the other Party from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile or electronic mail, when transmitted properly addressed to such facsimile number or e-mail address. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Parties in writing prior to the adoption thereof.

13.ASSIGNBILITY

The GSA has no right to assign this Agreement or any interest thereunder without written consent of the Carrier.

14.WAIVER

Carrier shall not be deemed to have waived any of the terms conditions or provisions of the Agreement unless same shall be in writing and no such waiver shall constitute a waiver of any subsequent occurrence of the same or similar act or ommisin which may constitute a breach of this Agreement.

15.CONSTRUCTION

This Agreement shall be performed.intercepted,interpreted and construed in accordance with the laws of SAUDI ARABIA .

16.MODIFICATIONS

No modification to this Agreement is valid unless approved by both the parties.

IN WITNESS WHEREOF,EACH PARTY TO THIS AGREEMENT HAS CAUSED BE EXECUTED ON THE DATE INDICATED ABOVE

**Signed for on behalf of
Ariana Afghan Airlines**

Signed for on behalf of GSA

Name: Haji Rahmatullah Agha
Designation:

Name:
Designation:

Witness:

Witness:

Name:

Name: