



Standard Bidding Document (SBD)

ARIANA AFGHAN AIRLINES



| Document Name | Standard Bidding Documents (SBD) |
|-----------------------|----------------------------------|
| Description | Procurement of CF6-80C2A2 ENGINE |
| SBD Number | 003-425- (2) |
| SBD Announcement Date | 07-Mar-2021 |
| SBD Closing Date | 20-Mar-2021 |
| SBD Closing Time | 09:30 AM Kabul Time |



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A- PREFACE:

- **KNOW YOUR CUSTOMER (KYC):**

Ariana Afghan Airlines was established in January 1955. 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 PanAm's and continued it until 1978. Now Ariana is 100% afghan government Airline and operating B737/CL and A310 Aircraft. An interesting footnote to that event was that the Shah of Afghanistan personally designed the logo for Ariana Afghan Airlines, the very same logo that is still proudly retained.

- **Important Notice:**

- 1- Ariana Afghan Airlines request from all vendors to carefully review the terms and condition of this SBD and sign and stamp the SBD. Signing of the SBD grants the evaluation of the offer,
- 2- The SBD which not signed and stamped by the vendor will not process and will be reject and consider as irresponsive quotation.
- 3- The quotation shall be completed and signed by an authorised representative of the Supplier.
- 4- 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.
- 5- 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.
- 6- 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.
- 7- The official email address for submitting of quotation is quotation-box@flyariana.com and quotation must be sent only to this email address before closing date.
- 8- This standard bidding documents ("SBD") shall govern the provision of services, sale / Purchase of goods, and any other activities performed (collectively the "Services") by Seller to Buyer.

B- GENERAL TERMS AND CONDITIONS

1- Definitions:

The following definitions shall apply (such definitions to be equally applicable to both singular and plural forms of the terms to be defined):

1. **Aircraft:** an aircraft owned or operated by Buyer;
2. **Buyer:** the party to whom Seller provides Services;
3. **Seller:** the party whom sale the Services accordance to the Aviation standard to the buyer;
4. **Component:** any self-contained part, combination of parts, sub-assemblies or units, which perform a distinctive function necessary to the operation of a system;
5. **Data:** documents, drawings, manuals, computer programming information, software and all other forms of media storing, containing, conveying or embodying information, and regardless of whether the information is in hard copy, electronic, or any other form;
6. **Ex-works:** Ex-works as defined in the incoterms 2011 or any subsequent edition thereof, issued by the International Chamber of Commerce, Paris, France;
7. **SBD:** Shall have the meaning Standard bidding documents;



8. **Indemnities:** Seller and Seller's Assignees and their respective directors, shareholders, affiliates, officers, employees, agents, representatives and subcontractors;
9. **Buyer:** Buyer and Buyers Assignees and their respective directors, shareholders, affiliates, officers, employees, agents, representatives and subcontractors;
10. **Information:** all (technical) Data pertaining to Services, whether or not established by Seller and Buyer to be confidential, or copies of any of these supplied by Seller under this SBD;
11. **Inspection Period:** the (15) calendar day period after receipt by Buyer of any Spare Parts ordered by Buyer;
12. **Investigation Report:** a report, which mentions the possible cause of a malfunction and observed damage of a component
13. **Order Acknowledgement:** acceptance by Seller of Buyer's (Purchase) Order(s) in the system OR writing;
14. **Overhaul (OH):** the restoration of the Component according to the agreement pertaining to this SBD, in accordance with the instructions defined in the relevant manual.
15. **Purchase Order (PO):** an order for Spare Parts placed by Buyer in writing (or by e-mail, facsimile or any other (written) instrument);
16. **Repair (SV):** the test and restoration, if applicable, of a defective Component and/or Aircraft, whichever is applicable according to the agreement pertaining to this SBD, to a serviceable condition only;
17. **Seller's Assignee:** any person(s) or company (companies) used or assigned by Seller, either as a subcontractor or supplier, to perform Services, under the SBD or supplying Seller Parts or information pertaining thereto to Seller for the performance of Services by Seller under the SBD ;
18. **Seller's Facility:** such plant or facility as may be designated by Seller in quotation;
19. **Seller Parts:** Components, systems, accessories, equipment and parts, including ground support equipment and special tools for the Aircraft supplied in accordance to Buyer's specifications, delivered from Seller's own stock.
20. **Services:** shall have the meaning as defined in the preface of this SBD;
21. **Spare Parts:** such aircraft parts that may be purchased and to be delivered by Seller to Buyer;
22. **Vendor:** any manufacturer or supplier;

2. General

2-1. General.

Any of the services Seller agrees to provide to Buyer shall be subject to this SBD and such additional terms and conditions as agreed upon by Seller and Buyer in writing. In addition, these SBD shall apply to all agreements, quotation(s) or order acknowledgment(s) (whether in writing or not) entered into by Seller with respect to Services to be rendered, unless otherwise expressly stated by Seller in relevant quotation or agreement. The applicability of any general terms and conditions which may be used by Seller / Buyer or to which Seller / Buyer may refer in any manner whatsoever is hereby specifically rejected.

2-2. Notices.

Unless agreed upon otherwise in the SBD or any agreement pertaining thereto, all notices and requests in connection with the SBD and related PO shall be given in writing and may be given by e-mail or any other customary means of (written) communication addressed as follows: techsupply@flyvariana.com



2-3. Effective date:

The effective date of any notice or request given in connection with the SBD or any agreement pertaining thereto, shall be the date on which the notice or request is received by Seller / Buyer and/or sent by Seller/ Buyer.

2-4. English language

The performance of Services and all communication between Seller and Buyer regarding this SBD and related PO or any agreement pertaining thereto shall be in the English language.

2-5. Compliance:

Buyer / seller shall comply, and is in compliance with, all applicable laws, rules and Regulations and judgments and/or orders of competent courts of jurisdiction or relevant (governmental) authorities. The parties accept as a joint responsibility that the agreement pertaining to the SBD shall ensure consistency with all requirements and obligations in effect, pursuant to the aforesaid regulations, including required procedures and routines.

3. Ordering procedure:

3-1. Upon Buyer's request, Seller shall make price and schedule quotations for Services before closing date and quotations shall be valid for a period of thirty (30) calendar days after the date of issue, unless otherwise stipulated in the relevant quotation. The Services shall only be rendered by Seller on the basis of (written) order (PO) issued by Buyer which is accepted by Seller in (writing), unless Buyer and Seller have agreed in writing to an alternative procedure.

4. Delivery:

4-1. Ex work:

All goods and Services furnished under this SBD shall be delivered Ex-works Seller's Facility, unless otherwise specified by Seller but the seller facility address should be mentioned in the schedule of price.

4-2. Packing:

All goods service furnished and under this SBD shall be packed in accordance with manufacturer recommendation and standard acceptable practices. If necessary Containers or equivalents equipment's, shall be used and the additional costs involved shall be for Buyer's account.

4-3. Shipment.

All goods and/or Services furnished under this SBD shall be accompanied by packing documents indicating Buyer's Purchase Order number, quantity shipped, part number (where applicable), key word and total value. Seller shall inform Buyer, as soon as practicable, about shipping arrangements made.

4-4. Buyer / seller Responsibility.

Buyer is reasonably required to provide for the due performance of the Services by the Seller.

The seller is responsible for ensuring the timely and continuous availability of the goods, completeness, reliability and accuracy of all data and goods that are delivered from the seller to the buyer.

4-5. Retention of title.

All Seller Parts, Components, Spare Parts or any other goods delivered by Seller shall remain property of Seller until full payment thereof has been received by Seller from Buyer, and no payments are due by Buyer to Seller with respect to previous delivery of Seller Parts, Components, Spare Parts or any other goods.



5- Payment Terms:

5-1. On credit basis:

Payment of the Service with the amount of (USD 49999) will be processed on credit basis and the invoice shall be due and payable within thirty (30) calendar days of the date of delivery of the service from the Seller to Buyer. The seller is responsible to ship requested service based on this SBD terms and condition and no need for the request of advance payment.

5-2. On bank guaranty Basis:

Payment of the Service with the amount of 50000 up to 299999 will be processed on advance but it will be paid against the equal bank guarantee which submitted by Seller to Buyer at the time of advance payment request.

5-3. On Escrow account basis.

Payment of the service with the amount of 300000 or higher will be process through Escrow account and the seller is responsible to deliver the shipment upon receipt of the funds into the Escrow account.

5-4. Additional costs.

If Seller incurs any costs in connection with additional services and/or activities (to be) rendered to Buyer upon Buyer's request, such as freight cost, special packing and other cost which were not mentioned in Seller's agreements, quotation(s) or order (PO) acknowledgment(s), Seller shall notify Buyer for obtaining of approval of Buyer and then invoice Buyer for such a costs of such a Services and Buyer shall pay the costs within thirty (30) calendar days after the date of Seller's relevant invoice In the same payment conditions as mentioned in this SBD

5-5. Currency.

All payments to Seller shall be made in USD and is specified on PO and invoice for credit of Seller's account with a bank to be nominated by Seller, unless agreed upon otherwise in writing.

5-6. Security.

Buyer shall have the right to ask security OR bank guaranty acceptable to Buyer from seller for all sums of requested in advance. Pursuant to article 5-4.

5-7. Dispute.

If Buyer disputes Sellers invoice, Buyer shall notify Seller of this dispute in writing within fourteen (14) calendar days upon the date of Sellers relevant invoice. In such event, Buyer shall only be entitled to suspend payment of the disputed part of the invoice for a maximum of fourteen (14) calendar days. As soon as possible parties will discuss the disputed part of the invoice and make every reasonable effort in order to promptly settle the dispute. In the event parties agree that the dispute is justified, Seller will adapt the invoice and Buyer will subsequently pay outstanding amounts.

6- Cancellation of orders:

6-1. In the event if the seller did not deliver the service in agreed lead time Buyer will cancel the Purchase Order for any goods and/or Services and will notify the seller.

7- Taxes, duties and other charges:

7-1. Taxes, Duties and other charge: Any taxes, duties and other charges of any kind levied by any Afghan government authority in Afghanistan on Services to be rendered by Seller to Buyer and/or on payments to be made by Buyer to Seller shall be for the account of Buyer.

7-2. Taxes, Duties and other charge: Any taxes, duties and other charges of any kind levied by any authority in the country of seller on Services to be rendered by Seller to Buyer and/or on payments to be made by Buyer to Seller shall be for the account of Seller.



8- Assignments:

8-1. The agreements pertaining to this SBD is for the benefit of and binding upon each of the parties hereto and their respective successors and assignees. Neither Seller nor Buyer may assign any of its rights, obligations or claims under the agreements pertaining to this SBD, without the prior written consent of the other party, which shall not be withheld on unreasonable grounds.

9- Non-disclosure:

9-1. Non-disclosure. Except as required pursuant to mandatory law, neither Buyer nor Seller may disclose to third parties the contents of this SBD and any agreements, quotation(s) or order acknowledgment(s) relating to the Services, or any information provided by a party to another party under circumstances which reasonably indicate that the information is confidential, without the prior written consent of the other party.

10- Excusable delay:

10-1. Seller shall not be responsible for, nor be in default under this SBD on account for any delay in performance due to an excusable delay. Excusable delays are defined as delays due to causes not within Seller's control including, but not be limited to, acts of God, strikes, labor troubles causing cessation or dislocation of work, inability after due and timely diligence to obtain material or part not of Seller's own stocks. Seller will make every reasonable effort to minimize the consequences of an excusable delay to Buyer.

11- Suspension and termination:

11-1. In the event of a material breach of an agreement pertaining to this SBD by Seller Buyer may terminate at any time such agreement without prior written notice of termination, OR Seller will received a written notice of such breach from Buyer and has been granted at least a ten (10) calendar day period to cure such breach. Prior notice of any breach shall not be required, if Seller is insolvent or if a proceeding is commenced by or against Seller seeking relief under the laws relating to bankruptcy or insolvency. Buyer reserves the right to cancel any of outstanding orders with the seller.

11-2. Suspension. Buyer reserves the right to suspend POs or obligation or to cancel any of outstanding orders. If after payment of all amounts due and receipt by seller and adequate assurance of future performance by Seller, Buyer may at its sole discretion decide to continue and/or cancel the PO.

12- Applicable law and arbitration:

12-1. Applicable Law : In the event of any dispute or claim concerning the scope, meaning, construction or effect of this SBD and Agreement, the parties shall make all reasonable efforts to resolve disputes amongst themselves. Failing mutual resolution of the dispute, the parties may elect to resolve the dispute through arbitration (either by a single arbitrator or a panel of arbitrators). In the event that the parties fail to agree to an arbitration process, the dispute shall be settled in accordance with the laws of UAE by the courts without regard to principles of conflict of laws.

13- Indemnity:

13-1 Buyer indemnifies, defend and shall hold Seller, each Seller's Assignees, all Indemnities, and Seller's representatives harmless from and against any and all claims, demands, suits, losses, damages and liabilities, including without limitation interest and reasonable attorney's fees, arising out of, relating to, or resulting from their performance of the obligations pursuant to this agreement, except to the extent such claims, demands, suits, losses, damages and liabilities have been caused by Seller's gross negligence or willful misconduct.

13-2 Seller indemnifies, defend and shall hold Buyer, Buyer Assignees, all Indemnities, and Buyer representatives harmless from and against any and all claims, demands, suits, losses, damages and liabilities, including without limitation interest and reasonable attorney's fees, arising out of, relating to, or resulting from their performance of the obligations pursuant to this agreement,



except to the extent such claims, demands, suits, losses, damages and liabilities have been caused by Buyer gross negligence or willful misconduct.

14- Export control:

14-1. Services as provided by Seller to Buyer under this SBD may be subject to export controls of the European Community, United States of America and/or export controls in other countries. Buyer is responsible to ensure that usage and/or transfer of Services and/or information as purchased by Buyer from Seller under the Agreement complies with all relevant export control regulations. If requested by Seller, Buyer will immediately provide Seller with a so-called end-user statement in regard to the ultimate use and / or destination of Services ordered by Buyer. Seller reserves the right to reject delivery of Services to Buyer if such delivery would be conflicting with export controls as described herein and/or Seller's (export) compliance policies.

C- CONDITIONS FOR SPARE PARTS SUPPLY

1- Spare Parts:

1-1. Purchase Order.

Based on quotation, order for Spare Parts shall be placed by Buyer in writing (or by e-mail, (written) instrument), unless parties have agreed in writing to an alternative ordering procedure. Each Purchase Order shall include an order number or specific contract number, part number(s), nomenclature, quantity, material condition and required delivery schedule, as well as detailed forwarding instructions, such as forwarding address, accounting address and the marking required to be put on the packing if such instructions have not been agreed upon or differ from those agreed upon.

1-2. Order Acknowledgement.

Acceptance by Seller of Buyer's Purchase Order(s) shall be in a written Order Acknowledgment within (24) hours after receipt of Buyer's written Order(s). Seller's Order Acknowledgement shall include Buyer's order number or specific contract number. For each Component the part Number, serial number and applicable unit price, extended value and the scheduled delivery date(s).

A Purchase Order is not binding upon receipt of Seller's Order Acknowledgement, in accordance with this article 1.2. A copy of the SBD will be sent together with the order acknowledgement.

1-3. Delivery.

For delivery of Spare Parts to Buyer the terms as set forth in article 4.1 of this Part B of this SBD will apply. All Spare Parts shall be accompanied by an Authorized Release Certificate or similar document issued by a duly authorized person, unless otherwise indicated prior to purchase or as agreed upon between Seller and Buyer prior to delivery. Risk of, loss of, or damage to the Spare Parts supplied by Seller to Buyer shall pass from Seller to Buyer at delivery of the Spare Parts to Buyer in accordance with article 4.1 of Part B of this SBD.

1-4. Acceptance and Return.

Within (14) calendar days after receipt of the parts by Buyer of any ordered Spare Part, Buyer shall notify Seller in writing of any alleged nonconformity of the Spare Part with Buyer's Purchase Order. Such notice shall state the grounds for Buyer's conclusion of nonconformity. For the purpose of this paragraph the day of shipment to Buyer shall be deemed the day of delivery by Seller, unless Buyer proves otherwise. Upon receipt of such notice, Seller shall without undue delay notify Buyer whether Seller agrees that such nonconformity exists and of any corrective procedure which Seller will apply. Upon Seller's request, Buyer shall return the nonconforming Spare Part to Seller's Facility in accordance with article 1-4- of Part C of this SBD. If Seller is not notified by Buyer of any nonconformity within the Inspection Period, Buyer shall be deemed to have accepted the Spare Parts and to have waived all its claims and remedies in respect thereto, except for the contractual warranty provisions.



2- : Warranty conditions:

Warranty conditions for Spare Parts and repaired and/or overhauled Components

2-1- The following warranty conditions will apply to Spare Parts, Components, unless explicitly stated otherwise in the purchase order.

2-2- Warranties.

Seller warrants the services as per the following:

- (i) All Seller Parts supplied hereunder shall at the time of delivery by Seller be free of: defects in material and workmanship, unless previously agreed upon by both parties concerned; and
- (ii) Each Component shall at the time of delivery by Seller be free of: defects in material and defects in workmanship in the Repair or Overhaul.

3-2. Exceptions.

Seller shall be relieved from its warranty obligations under this article 3 with respect to a defect, if such defect results from Buyer's failure to operate and maintain the Seller Part/repaired or overhauled Component or the Aircraft, in which the subject Seller Part/repaired or overhauled Component was installed, in accordance with applicable Buyer's maintenance and operating programs approved by the aviation authorities having jurisdiction and applicable Seller's written instructions.

D. TECHNICAL CRITERIA, SCHEDULE OF ITEMS AND PRICED QUOTATION:

| No | Part Number | Description | QTY | CD | Trace | Lead Time | EX Work | Unit Price | Total Price |
|----|-------------|---------------------|------|----------------------------|-------|-----------|---------|------------|-------------|
| 1 | CF6-80C2A2 | Engine for A310 A/C | 1 EA | Fresh Repair (restoration) | OEM | | | | |

| Criteria: | |
|--------------------------------------|---|
| Condition | Fresh Repair (restoration) |
| First limiter | Above 3000 CYL |
| Acceptable EGTM | +25 Degree OR above |
| Certificate Release to service (CRS) | FAA8130-3 OR EASA F1 |
| Delivery | Immediate, Ready for Delivery |
| Price | Price shall be Include of Transportation Stand |
| Documents | Last Shop Visit + Complete BTB |
| Payment Terms | Escrow Agent or Credit for 10 Days No advance payment |



| NO | Offered Engine Technical data | The bidder is required to fulfill the following table with correct data |
|----|---|---|
| 2 | Engine TSN: | Dear Bidder please Fulfill it with correct data |
| 3 | Engine CSN: | Dear Bidder please Fulfill it with correct data |
| 4 | Engine Thrust | Dear Bidder please Fulfill it with correct data |
| 5 | Fist Limiter | Dear Bidder please Fulfill it with correct data |
| 6 | Cycle Remaining | Dear Bidder please Fulfill it with correct data |
| 7 | EGTM | Dear Bidder please Fulfill it with correct data |
| 7 | Engine Last Shop Visit Mini Pack is required | Dear Bidder please attach the requested document with the email |
| 8 | Engine Installed QEC Parts list including PN, SN and Status are required | Dear Bidder please attach the requested document with the email |
| 9 | Engine Test Cell Performance Run is required | Dear Bidder please attach the requested document with the email |
| 10 | Engine Video Bore scope Report (Current) is required | Dear Bidder please attach the requested document with the email |
| 11 | Current LLP Sheet is required | Dear Bidder please attach the requested document with the email |
| 12 | Back to Birth Records (Traceability) are required | Dear Bidder please attach the requested document with the email |
| 13 | Engine Maintenance Program is required | Dear Bidder please attach the requested document with the email |
| 14 | Engine Trend Monitoring (Last Six Month Report) is required | Dear Bidder please attach the requested document with the email |
| 15 | FAA form 337 or equivalent for engine major component, repair/overhaul, certification of last shop visit are required | Dear Bidder please attach the requested document with the email |
| 16 | accident and/or Incident Statement is required | Dear Bidder please attach the requested document with the email |

| List of Documents to be sent by email and hard copy by Shipper : | |
|--|--|
| Certified (Hours & Cycles) Statement on status of the engine, including the cycle Life remaining on each LLP. | |
| Certified Status of Engine Airworthy Directives. | |
| Complete Copy of all shop visit reports including EASA Form | |
| Certified LLP Status and tractability BTB | |
| Engine History report including a master record of engine installation /removals during its Life. | |
| Current Engine VBSI Report | |
| Signed Statement as to the Type of engine oil used | |
| Signed engine Non incident Statement. | |
| Power rating operation statement. | |
| Engine Manufacturer Delivery Documents. | |
| Engine Maintenance History summary BTB | |
| Current Service Bulletin Status Listing. | |
| Complete Engine Inventory (Current Listing) current Engine Log Book Together with all historical engine log books. | |
| Current Engine MPA run Prior to removal (If applicable) | |
| List of any open or Carry forward Items. | |



E. DOCUMENTATION REQUIRED WITH THE SUBMISSION OF THE QUOTATION

The Supplier shall attach the following documents to its quotation other than the quotation will not process.

- 1- a valid Business License
- 2- Company Certificate of Incorporation;
- 3- ISO9001-2008 Certificate on civil aviation field

F. QUOTATIONS VALUATION, EXAMINATION AND DETERMINATION OF RESPONSIVENESS.

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

- a) meets the Technical criteria;
- b) SBD has been properly signed.
- c) Is quotation substantially responsive to the requirements of the SBD?

Note: A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the standard bidding 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 Goods and Related Services; the effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Quotations;
- e) Adjustments due to the application of a margin of preference, if applicable.

2- The Purchaser's evaluation of a Quotation will exclude and not take into account:

- a) In the case of Goods manufactured in the Islamic Republic of Afghanistan, sales and other similar taxes, which will be payable on the goods if the Purchase Order is sent to the Bidder;
- b) in the case of Goods manufactured outside the Islamic Republic of Afghanistan, already imported or to be imported, customs duties and other import taxes levied on the imported Goods, sales and other similar taxes, which will be payable on the Goods if the Purchase Order is sent to the Bidder;

3- 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.

4- No negotiation shall be held with the lowest or any other Bidder.

5- A bidder shall not be required, as a condition for award, to undertake responsibilities not stipulated in the standard bidding Documents, to have to change its price or otherwise modify its Quotation.

6- CORRECTION OF ERRORS

- a) 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:
- b) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- c) 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.

d) 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.

e) Authorization to contract: Each vendor warrants that it has the right to enter into this Agreement and that execution of this Agreement has been signed by authorized representative of the vendor.

f) It is mandatory to stamp all pages of the SBD The SBD without stamp will not be process

Name of Bidder:

Signature:

Date