



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



Islamic Republic of Afghanistan  
Administration and service Directorate  
Technical Procurement Department  
STANDARD REQUEST FOR QUOTATIONS (SRFQ)  
For  
Procurement of Services

RFQ Serial Number: (RFQ 003-877-3-Cargo Handling at IGIA)

RFQ Date: (16-Sep-2021)

Closing Date and Time of RFQ: (25-Sep-2021, 09:00AM )

Quotation Serial Number: ( )

Quotation Dated of Issue: ( )

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1- instruction to the Service provider:

1. This simplified standard RFQ for standard handling service is prepared in accordance with the simplified procedure prescribed in Annex B to the main agreement of the standard ground handling agreement published by the International Air Transport Association in January 2008 (the "Main Agreement"). Both the Carrier and the Handling Company agree that the definitions used in the Main Agreement and the terms of the Main Agreement and Annexes to the Main Agreement shall, unless otherwise expressed in this RFQ and Agreement or to the extent they are not in conflict to the terms of this RFQ and Agreement, shall apply to this Agreement in appropriate context as if such definitions and terms were repeated here in full. In case of any conflict between the terms of this RFQ and Agreement and those of the Main Agreement as well as Annexes, the terms of this RFQ shall prevail. By signing this RFQ, the parties confirm that they are familiar with and understand the terms and meanings of the Main Agreement and Annexes
2. Ariana Afghan Airlines has a budget allocation for the purchase of Cargo Service at Delhi Indira Gandhi international Airport, and is applying some of that allocation for the purchase of service for which this Request for Quotation is issued.
3. The terms and conditions of the agreement will base on IATA Standard and both parties are agreeing to apply IATA standard on these services
4. Your quotation, must be send to the following Address before closing Date  
[bidding-box@flyariana.com](mailto:bidding-box@flyariana.com)
5. Any quotation received to other address of Ariana or later than the scheduled time will be rejected. The quotation must send with complete requested information, The quotation must be clearly marked quotation for RFQ (RFQ 003-877-Cargo Handling at IGIA), and send to quotation-box e mail only .
6. All quotations must be valid for a period of thirty (45) days from the closing date of the Request for Quotations.
7. The quotation shall be completed and signed by an authorised representative of the Bidder.
8. 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.
9. There will be no public opening of quotations; the Employer 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.
10. The Supplier should sign and stamp in all RFQ pages.

Signature of official authorised to receive the quotation

Print name and designation of official

.....

## 2- Scope of Handling Services

### 2-1- REPRESENTATION, ADMINISTRATION AND SUPERVISION

#### ➤ General

- a) Liaise with local authorities.
- b) Indicate that the Service Provider (Handling Company) is acting as handling agent for the Carrier (Ariana Afghan Airlines)
- c) Inform all interested Parties concerning movements of the Carrier (Ariana Afghan Airlines)'s aircraft.

#### ➤ Administrative Functions

- a) Establish and maintain local procedures
- b) Maintain the Carrier (Ariana Afghan Airlines)'s manuals, circulars, and other relevant operational documents
- c) Connected with the performance of the services.

#### ➤ Supervision and/or Co-ordination of Services Contracted by the Carrier (Ariana Afghan Airlines) with Third Party(ies)

- a) Ensure that the third party(ies) is(are) informed about operational data and the Carrier (Ariana Afghan Airlines)'s requirements in a timely manner.
- b) Liaise with the Carrier (Ariana Afghan Airlines)'s designated representative.
- c) Verify availability and preparedness of staff, equipment, Loads, documentation and Services of the third party(ies) to perform the services.
- d) Note irregularities and inform the Carrier (Ariana Afghan Airlines)

#### ➤ CARGO AND MAIL SERVICES:

#### Cargo and Mail Handling - General

- (a) Provide or
- (b) Arrange for

#### Warehouse handling and storage facilities for

- (a) General Cargo
- (b) Special Shipments
- (c) Specialized Cargo Products
- (d) Mail
- (e) Store cargo
- (f) Take appropriate action to prevent theft of, or damage to cargo and/or mail
- (g) Provide or
- (h) Arrange for equipment for the handling of
- (i) General Cargo
- (j) Special Shipments
- (k) Specialized Cargo Products
- (l) Mail
- (m) Provide or
- (n) Arrange for handling services for:
- (o) General Cargo
- (p) Special shipments
- (q) Specialized Cargo Products

- (r) Mail
- (s) Diplomatic Mail
- (t) Diplomatic Cargo
- (u) Company cargo/material
- (v) Issue
- (w) Obtain
- (x) Receipt upon delivery of cargo
  - Monitor cargo delivery

Take action to prevent theft or unauthorized use of, or damage to the Carrier (Ariana Afghan Airlines)'s pallets, containers, nets, straps, tie-down rings and other material in the custody of the Service Provider (Handling Company). Notify the Carrier (Ariana Afghan Airlines) immediately of any damage to or loss of such items.

➤ Customs Control

Place Cargo under Customs control for:

- (a) Inbound cargo
- (b) Outbound cargo
- (c) Transfer cargo
- (d) Present to Customs, cargo for physical examination.

➤ Irregularities Handling

- (a) Take immediate action in respect of irregularities, damage or mishandling of Dangerous goods and other special shipments.
- (b) Report to the Carrier (Ariana Afghan Airlines) any irregularities discovered in cargo handling
- (c) Handle lost, found and damaged cargo
- (d) Notify the Carrier (Ariana Afghan Airlines) of complaints and claims
- (e) Process claims (if this on the Handling Agent)
- (f) Take action when consignee refuses acceptance and payment.

➤ Physical Handling Outbound/Inbound

- (a) Accept cargo, ensuring that
- (b) Machine-readable cargo labels are affixed and processed
- (c) Shipments are "ready for carriage"
- (d) The weight and volume of the shipments are checked
- (e) The regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with.
- (f) Tally and assemble for dispatch cargo for the Carrier (Ariana Afghan Airlines)'s flights .
- (g) Prepare
- (h) Bulk cargo
- (i) ULD's
- (j) Establish the weight of
- (k) Bulk cargo
- (l) Built-up ULD's

- (m)** Offload bulk cargo from vehicles
- (n)** Check incoming cargo against air waybills and manifests.
- (o)** Break down ULDs
- (p)** Release cargo to the consignee or agent
  - Transfer/Transit Cargo
    - (a)** Identify transfer/transit cargo. 5.6.3 (a) Provide or
    - (b)** Arrange for transport to the receiving Carrier (Ariana Afghan Airlines)'s warehouse under cover of Transfer Manifest
    - (c)** on airport, Accept/prepare
    - (d)** transfer cargo (b) transit cargo for onward carriage.
  - Post Office Mail
    - (a)** Prepare or
    - (b)** Arrange for
    - (c)** ULD's
    - (d)** Establish the weight of
    - (e)** Bulk mail
    - (f)** built-up ULD's
  - SUPPORT SERVICES
  - Accommodation
    - (a)** Provide facilities for the Carrier (Ariana Afghan Airlines)'s representative(s)
    - (b)** Office space on free of cost basis
  - Automation/Computer Systems
    - (a)** Provide or
    - (b)** Arrange for
    - (c)** And Operate equipment to enable access to
  - Service Provider (Handling Company)'s system
    - (a)** Access the following functions in
    - (b)** Service Provider (Handling Company)'s system
    - (c)** Cargo handling

#### Unit Load Device (ULD) Control - For Built-up ULD's

- (a)** Provide or
- (b)** Arrange for storage space for ULDs
  - Cargo ULDs
    - (a)** Take action to prevent damage, theft or unauthorized use of the Carrier (Ariana Afghan Airlines)'s ULDs in the custody of the Service Provider (Handling Company). Notify the Carrier (Ariana Afghan Airlines) immediately of any damage or loss. (ULDs under the custody of the Service Provider (Handling Company))
    - (b)** Take physical inventory of ULD stock and maintain records (for ULD' in
    - (c)** Possession of Service Provider (Handling Company))
    - (d)** Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving Carrier (Ariana Afghan Airlines) or approved third parties and distribute copies.

- (e) Handle lost, found and damaged ULDs and notify the Carrier (Ariana Afghan Airlines) of such irregularities.

➤ SECURITY:

➤ Cargo and Post Office Mail

- (a) Provide or
- (b) Arrange for
- (c) Control of access to the cargo facilities.
- (d) Screening of cargo and/or mail.
- (e) Physical examination of cargo.
- (f) Holding of cargo and/or mail for variable periods.
- (g) secure storage of cargo and/or mail.
- (h) (Use of Service provider X-Ray Equipment, Screening & Certification by DIAL)

➤ additional Security Services

- (a) Provide or
- (b) Arrange for (upon request)
- (c) Additional security services
- (d) (Additional charge to be mutually decided)

TABLE (1): PRICED QUOTATION:

S. No.	Services	Unit	Rates (IN INR)
1.1	EXPORT GENERAL CARGO-Unitization	Per Kg	
1.2	SPECIAL/ PERISHABLE/VALUABLE/HAZARDOUS Unitization	Per Kg	
1.3	EXPORT BULK CARGO	Per Kg	
1.4	IMPORT - Destuffing	Per Kg	
1.5	X- ray machine usage charge	Per Kg	

IMPORTANT NOTICE: IT IS MANDATORY TO FULFIL THE ABOVE TABLE NUMBER (1)

➤ GENERAL STANDARDS

1.1 Acceptance

1.1.1

Standard: Ready for carriage Check

Description: All shipments have to be duly checked according to IATA Ready for Carriage requirements, as defined in CRM/TACT Rules.

Target: 100% of accepted shipments are correctly checked.

Measurement: Local monitoring

1.1.2

Standard: Weight and Volume checks

Description: For all pieces received from forwarders/ shippers at acceptance

Target: 100% of all shipments to be weighed and volume checked.

Measurement: Local monitoring

1.1.3

Standard: Adaptations of bookings at acceptance

Description: All acceptances to be done as per booking / carting order message  
And updated.

Measurement: Local monitoring

#### 1.1.4

Standard: Storage

Description: All shipments including specials must be stored under proper and Safe conditions. All VAL shipments must be stored in a secured Vault.

Target: 100% of shipments are permanently under safe & secure storage. Measurement: Local monitoring,

### 1.2 Loading and Departure

Note: The airlines will provide the Service Provider (Handling Company) with the Unitization Schedule for loading and shall endeavor to adhere to the schedule.

#### 1.2.1

Standard: Loading as per disposition

Description: All shipments must be loaded according disposition and priority list.

Target: 100% of shipments to be loaded and according to disposition.

Measurement: Local monitoring

#### 1.2.2

Standard: ULD assignment

Description: The assignment of every shipment must be reported to respective ULDs in which shipment is loaded.

Target: 100% shipments must be assigned before ATD.

#### 1.2.3

Standard: Documentation

Description: Documentation for export shipments/flights must be as per agreed procedures with Carrier (Ariana Afghan Airlines)

Target: 100% shipments must be properly documented

Measurement: Local monitoring

### 1.3 Arrival

#### 1.3.1

Standard: Storage

Description: All shipments including specials must be stored under proper and Safe conditions. All VAL shipments must be stored in a secured Vault.

Target: 100% of shipments are permanently under safe & secure storage.

Measurement: Local monitoring

#### 1.3.2

Standard: Documentation

Description: Documentation for Import shipments/flights must be as per agreed Procedures with Carrier (Ariana Afghan Airlines)

Target: 100% shipments must be properly documented.

Measurement: Local monitoring



## 1.4 ULD Handling

### 1.4.1

Standard: ULD storage

Description: All Carrier (Ariana Afghan Airlines) ULDs (including loading material) are correctly stored,

Transported and loaded as per agreed procedures with Carrier (Ariana Afghan Airlines).

Warehouse check to be signed and agreed with supervisor on duty.

Target: Max 12 findings per month based on 4 checks per month.

Measurement: Local monitoring

In addition to General Standards as described above following Specific Standards also apply:

## 2. MONITORING / AUDITING

### 2.1

For monitoring the performance of the services provided by the Service Provider (Handling Company), both parties agree that the Carrier (Ariana Afghan Airlines) will be entitled to perform the necessary audits on the Service Provider (Handling Company) premises. The Carrier (Ariana Afghan Airlines) shall coordinate with the Service Provider (Handling Company) the date / time of a planned audit 3 days in advance.

### 2.2

All audit results and/or all automatically monitored standards shall be submitted to the Service Provider (Handling Company). The Carrier (Ariana Afghan Airlines) and the Service Provider (Handling Company) shall hold monthly meetings (the level and content to be locally agreed) to evaluate such results and, whenever necessary, have the stated deficiencies corrected, improvements implemented and preventive measures adopted.

Table (2) HANDLING SERVICES RATE FOR RENDERED EQUIPMENT:

S.No.	Particular	free period per hour / day	Unit	Rate (In INR)
01 (I)	Storage charges for General Export Uplifted beyond free period		Per kg	
01 (II)	Storages charges for valuable Export Cargo Perishable / Live Animals and Hazardous Cargo uplifted beyond free period		Per kg	
02	Carting charges for transshipment of Import Cargo to, IGI Terminal-I		Per kg	
03 (A)	Storage charges for Import Cargo unchecked after a free period of 72 hours from time per day of arrival of an aircraft			
	Bulk Cargo	Per kg/Per day		
	Loaded ULD	Per kg/Per day		

03 (B)	Storage charges for 'Val/Haz/ Perishable Import Cargo		
	Valuable Cargo	Per kg/Per day	
	Haz/Perishable Cargo	Per kg/Per day	
	Per Consign / AWB	Per day	

IMPORTANT NOTICE: IT IS MANDATORY TO FULFIL THE ABOVE TABLE NUMBER (2)

**Table (3) CHARGES FOR EXTRA USAGE UPON REQUEST**

S.No.	Description of Equipment	Charges per hour
1	10-ton diesel forklift	Rs. .... /h
2	05-ton diesel forklift	Rs. .... /h
3	03-ton diesel forklift	Rs. .... /h
4	Crane	Rs. .... /h
5	16-ton diesel forklift	Rs. Rs. .... /h
6	Additional Staff (Blue Collar)	Rs. Rs. .... /h
7	Security	Rs. Rs. .... /h
8	Gunman	Rs. Rs. .... /h
9	Valuable and Vulnerable Escort	Rs. Rs. .... /h

IMPORTANT NOTICE: IT IS MANDATORY TO FULFIL THE ABOVE TABLE NUMBER (3)

**Activities to be undertaken by the Service Provider (Handling Company) at Cargo Terminal and Ancillary Units.**

**1- EXPORT CARGO**

- A. Admittance & Registration of Export cargo, based on valid Carting Order issued by the Carrier (Ariana Afghan Airlines) on the same day after verifying the AWB No., Number of packages having proper marking, labeling and ensuring that the packages are under apparently good condition ready for carriage and undertaking weighing. (In case of weight amendment Service Provider (Handling Company) will furnish a copy of TC receipt of weight amendment charges to the airlines).
- B. Securing, stacking above Export Cargo in the Bonded Warehouse, duly Covered by the 'Let Export Order from Customs.
- C. Building ULDs and Bulk with proper lashing as per specifications provided by concerned Airline under supervision of Airlines' representatives (Optional).
- D. Storage of ULDs at the multi-level storage decks or at other designated area with the help of ETV etc.

E. Handing over the loaded ULDs to the airlines for loading into aircraft on airside from Roller bed position on pallet/container dollies provided by the Carrier (Ariana Afghan Airlines).

F. Retrieving and securing empty ULDs from Airside.

## **2- IMPORT CARGO**

A. Acceptance of incoming loaded ULDs and bulk cargo from airlines on airside in the designated Import Area within the Cargo Terminal against acknowledgement.

B. DE stuffing and tallying the import consignments with the Import General Manifest in the presence of airline's representative(s) (optional).

C. Segregation & Bin the Import consignments, recording of discrepancies such as damage, excess land & short land, damage report(s), if any, furnishing weight and other relevant description of damaged cargo.

D. Optional Assigning marking of MAWB/HAWB/IGM or JOB Nbr / Flight No. / Date & location etc.; on packages.

E. Obtaining signature of the importer for effecting delivery before issuance of gate pass and advising Carrier (Ariana Afghan Airlines) accordingly.

F. Delivery of empty ULDs and other Lashing material from Import side to Carrier (Ariana Afghan Airlines)'s designated area on the Export side.

G. In case of any discrepancy in the segregation report due to mishandling on part of CELEBI, the free period shall commence only from the time of such regularization.

## **3- TRANSHIPMENT CARGO**

A. Inbound and outbound transshipment cargo will be accepted by Service Provider (Handling Company) from the respective Carrier (Ariana Afghan Airlines) and stored in the respective enclosure(s). In the case of such transshipment cargo, the responsibility for fulfilling all Customs formalities for shifting of such TP cargo to a place other than the Cargo Terminal itself will be that of the Carrier (Ariana Afghan Airlines) who carried the cargo to IGI Airport.

B. All other handling functions will be accomplished by the Service Provider (Handling Company), as in the case of Export and Import Cargo.

## **4- GENERAL**

A. Preparation of Inventory of Export/Import/TP Cargo and unclaimed cargo and furnish copies to the Carrier (Ariana Afghan Airlines).

B. Providing cargo handling services, on advance information from Carrier (Ariana Afghan Airlines)s in respect of non-scheduled flights.

C. Carting of transshipment cargo of urgent nature like Human remains, perishables, livestock, lifesaving drugs and such other at odd hours and on customs holidays, beyond the normal working hours, to Domestic Airlines, Terminal-I etc.; expeditiously.

## **5- PERFORMANCE PARAMETERS**

WHERE AS, as soon as the Service Provider (Handling Company) and the Carrier (Ariana Afghan Airlines) reached an agreement of providing services. It is hereby agreed that the maximum time frame of the activities listed below will be as mentioned against the respective activity, however the Service Provider (Handling Company) will make

judicious and optimum utilization of build-up stations and strive to improve upon the said timings.

Table (4) EXPORT PERFORMANCE PARAMETERS:

ACTIVITY	TIME
Building of main deck pallet	01 Hour
Building of lower deck pallet	45 minutes
Building of container	30 minutes

<u>IMPORT FLIGHT SEGREGATION:</u>	
Upto 10 MT	04 Hrs
10 to 20 MT	08 Hrs
Above 20 MT	12 Hrs

1. The parameters for Import flight checking will be subject to first-come-first-check basis in case of bunching of incoming flights.

2. The local representatives or any other designated persons from the Parties will meet at mutually agreed intervals to monitor the actual performance and inform each other on projects likely to have impact on agreed standards.

Governing Law:

Governing Law of the Agreement shall be agreed mutually between Ariana Afghan Airline and the Service Provider (Handling Company) . However, it should not be in conflict with the laws of Afghanistan.

Disputes

Any dispute between the parties shall be resolved under international chamber of commerce- Amicable dispute resolution (ICC ADR) Rules, failing which the parties shall try to resolve these differences through ICC Arbitration which should not be in conflict with the laws of Afghanistan.

Liability and Indemnities

- Ariana Afghan Airlines agrees to indemnify, defend and hold harmless the Service Provider (Handling Company) from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the Ariana Afghan Airlines may suffer or incur arising in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of the Service Provider (Handling Company) .
- The Service Provider (Handling Company) agrees to indemnify, defend and hold harmless Ariana Afghan Airlines from and against all Claims, Losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which Ariana Afghan Airlines may suffer or incur arising out of or in relation

- to the sale or otherwise in connection with this Agreement, except only to the extent caused by the negligence or willful misconduct of Ariana Afghan Airlines.
- Each Party shall take responsibility for any death of or injury to its own employees unless caused by the other Party's negligence or willful misconduct.
  - If either party becomes aware of a matter that might give rise to a claim per the above, the Party discovering such shall notify the other Party as quickly as possible, consult with the other party and offer reasonable assistance.
  - The Service Provider (Handling Company) warrants that Aircraft, part of the Aircraft, including without limitation any Material, equipment, operation or software, will or does infringe any Intellectual Property right of any third party. The Service Provider (Handling Company) shall indemnify, defend and hold harmless Ariana Afghan Airlines against all Claims in any way asserted against Ariana Afghan Airlines to the extent the same is based on a claim that the sale of the services or anything else related to this Agreement constitutes an infringement of any Intellectual Property rights.
  - In no event shall Service Provider (Handling Company) or Ariana Afghan Airlines or its subsidiaries or affiliates, have any liability for any indirect, incidental, special, consequential or punitive damages.
  - The Cargo Handling Service Agreement shall have appropriate coverage to provide indemnity for Ariana Afghan Airline and Service Provider (Handling Company) as per IATA Standard. Non-operational (tax, e.g.) indemnities are not available to any party other than the Service Provider (Handling Company) .

#### Force Majeure

Both parties shall agree to appropriate incidents to define Force Majeure and its implications on the performance of the Agreement by either party.

TABLE (5) DOCUMENTATION REQUIRED WITH THE SUBMISSION OF THE QUOTATION (BIDDER INFORMATION SHEET)

<b>1. General Information of the Bidder</b>	
Bidder's Legal Name 1- ( <b>Attached</b> a valid Business License;) 2- (Attached ISO9001-2008 Certificate on civil aviation field OR IATA Certificate) 3- IGI Airport authorization letter or CAA authorization letter.	
Bidder's legal address in Country of Registration	
Bidder's legal status ( <b>Proprietorship, Partnership, Limited Liability Concern</b> )	
Bidder's Authorised Representative Name:	
Address	

Contact number (telephone/fax)			
e-mail address			
<b>2. Information on Equipment</b>			
Major items of Bidder's Equipment proposed for carrying out the services. List all information requested below.			
Item of equipment or equivalent (if applicable)	Description, make and age (years) (if applicable)	Condition and quantity available (if applicable)	Owned/leased (if applicable)
(a)			
(b)			

**IMPORTANT NOTICE: IT IS MANDATORY TO FULFIL THE ABOVE TABLE NUMBER 5**

**SPECIAL INSTRUCTION TO THE BIDDER**

The Terms and Conditions hereinafter may only be varied with the written agreement of the Employer and no terms and conditions put forward at any time by the Bidder shall form any part of the Contract:

- (a) the Bidder shall not be required to submit a performance security;
- (b) the Bidder shall submit the original Invoice to Ariana Afghan Airlines on monthly basis; the invoice shall show the cost of the service and Taxes (If applicable) separately;
- (c) payment of the Invoice shall be arranged by Ariana Afghan Airlines, within twenty (20) days, (or as per payment plan which reflected on related contract) but only against the services actually completed and performed as listed in the signed contract ;
- (d) Ariana Afghan Airlines may, by written notice sent to the Bidder, terminate the signed contract, if applicable, in whole or in part at any time for its convenience:
  - (i) if the Bidder fails to perform any or all the Services within the time period(s) specified in the signed contract; OR
  - (ii) if the Bidder fails to perform any other obligation(s) under the Purchase Order OR signed contract; OR
  - (iii) if the Bidder, in either of the above circumstances does not cure its failure within a period of three (3) calendar days after receipt of a notice of default from the Employer specifying the nature of the default(s); or
  - (iv) if the Bidder, in the judgment of the Employer, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order OR signed contract; and
- (e) The Bidder shall provide the warranty, as stipulated in the Quotation Documents, for the Service to be performed and confirm that if any defaults are detected within the warranty period in the completed Services, the Bidder shall be bound to rectify the default without any delay.

## VALUATION OF QUOTATIONS AND EXAMINATION OF QUOTATIONS AND DETERMINATION OF RESPONSIVENESS

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

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

A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the Request for Quotations Documents, without material deviation or reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Services;
- (b) which limits in any substantial way, inconsistent with the Request for Quotations Documents, the Employer's rights or the Bidder's obligations under the Contract;
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive quotations?

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

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

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

The bid evaluation committee has the right to calculate the price of each table together on lot wise basis and select the lowest price as the winning bidder.

### CORRECTION OF ERRORS

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

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

The amount stated in the Quotation shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder.

Signature of the Service Provider .....

{Name, Title and address)

Official Seal .....

Integrity Pacts:

{Name of Service provider} 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 Service provider} 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 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 Service provider} 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 Service provider } 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 Seller ) 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 Seller } 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 Service provider .....

{Name, Title and address)

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