



جمهوری اسلامی افغانستان
Islamic Republic of Afghanistan

Ariana Afghan Airlines

BIDDING DOCUMENT

FOR

**Procurement of Used Boeing 737-500 Aircraft (2
Nos) for Ariana Afghan Airlines**

INVITATION FOR BID No.: NPA/AAA/96/ICB/G-1776

ISSUED ON: JULY, 2017

BUDGET REF.: INTERNAL BUDGET OF ARIANA AFGHAN AIRLINE

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ACRONYMS

BDS	Bidding Data Sheet
BRT	Business Receipt Tax
GCC	General Conditions of Contract
GoA	Government of Afghanistan
ITB	Instruction to Bidders
JV	Joint Venture
MOF	Ministry of Finance
NOT	National Open Tender
NOT/G	National Open Tender for the procurement of Goods
NPA	National procurement Authority
SCC	Special Conditions of Contract
SBD	Standard Bidding Documents
SK	Sukok Tax
TIN	Tax Identification Number
TS	Technical Specifications

SECTION 1 INSTRUCTION TO BIDDERS

A. GENERAL	
1. Scope of the Bid	1.1 The Purchaser, as indicated in the Bidding Data Sheet (BDS) , issues these Bidding Documents for the supply of Goods, and Related Services incidental thereto, as specified in Section 5 Schedule of Requirements . The name and identification number of this Tender are specified in the BDS . The name, identification, and number of lots are provided in the BDS .
	1.2 Throughout these Bidding Documents: (a) the term "IN WRITING" means communicated in written form (e.g. by email, fax, telex) with proof of receipt; (b) if the context so requires, "SINGULAR" means "PLURAL" and vice versa; and (c) "DAY" means calendar day.
2. Source of Funds	2.1 The Purchaser guarantees that adequate public funds have been budgeted and allotted and are also available for managing the procurement proceedings toward the cost of the project. The Purchaser intends to apply a portion of the public funds to eligible payments under the contract for which this Bidding Documents are issued.
	2.2 The Purchaser guarantees that the adequate public funds are available. For the purpose of this provision, "PUBLIC FUNDS" defines any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of procuring entities by the development partners through the Government.
3. Fraud and Corruption	3.1 It is the Government's policy to require that Purchasers, as well as Bidders, Suppliers, and Contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts ¹ . In pursuance of this policy, the Government: (a) Defines, for the purpose of this provision, the terms set forth as follows: (i) "CORRUPT PRACTICE" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ² ; (ii) "FRAUDULENT PRACTICE" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party ³ to obtain a financial or other benefit or to avoid an obligation;

¹ In this context, any action taken by a Bidder, Supplier, Contractor, or a sub-Contractor to influence the procurement process or contract execution for undue advantage is improper.

² "ANOTHER PARTY" refers to a public official acting in relation to the procurement process or contract execution. In this context, "PUBLIC OFFICIAL" includes Government staff and employees of other organizations taking or reviewing procurement decisions.

³ A "PARTY" refers to a public official; the terms "BENEFIT" and "OBLIGATION" relate to the procurement process or contract execution; and the "ACT OR OMISSION" is intended to influence the procurement process contract execution.

	<p>(iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "COERCIVE PRACTICE" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;</p> <p>(v) "OBSTRUCTIVE PRACTICE" is</p> <ul style="list-style-type: none"> • Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or • Acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause 3.1(e) below. <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) Will sanction and prosecute any procurement official if it finds out that at any time that representative of the procuring entity engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of the contract, without the procuring entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;</p> <p>(d) ;will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a GoA financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a GoA financed contract; and</p> <p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by the GoA, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Government.</p>
4. Eligible Bidders	<p>4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.</p>

⁴ "PARTIES" refers to participants in the procurement process (including officials) attempting to establish Bid prices at artificial, non competitive levels.

⁵ a "PARTY" refers to a participant in the procurement process or contract execution.

	<p>4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <p>(a) are or have been affiliated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or</p> <p>(b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one Bid.</p>
	<p>4.3 A Bidder that is under a declaration of ineligibility by the GoA in accordance with ITB Clause 3, at the date of contract award, shall not be eligible to be awarded a contract. The list of debarred firms is available at the electronic address specified in the BDS.</p>
	<p>4.4 Government owned enterprises shall be eligible only if they can establish that they do not have conflict of interest.</p>
	<p>4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
5. Eligible Goods and Related Services	<p>5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with specifications made in BDS.</p>
	<p>5.2 For purposes of this Clause, the term "GOODS" includes commodities, raw material, machinery, equipment, and industrial plants; and "RELATED SERVICES" includes services such as insurance, installation, training, and initial maintenance.</p>
	<p>5.3 The term "ORIGIN" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>

B. CONTENTS OF BIDDING DOCUMENTS	
6. Sections of Bidding Documents	<p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.</p> <p>PART 1 Bidding Procedures</p> <p>Section 1 Instructions to Bidders (ITB)</p> <p>Section 2 Bidding Data Sheet (BDS)</p> <p>Section 3 Evaluation and Qualification Criteria</p> <p>Section 4 Bidding Forms</p> <p>PART 2 Supply Requirements</p> <p>Section 5 Schedule of Requirements</p> <p>PART 3 Contract</p> <p>Section 6 General Conditions of Contract (GCC)</p> <p>Section 7 Special Conditions of Contract (SCC)</p> <p>Section 8 Contract Forms</p>
	6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
	6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser or through its agent as stated in the BDS .
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.
7. Clarification of Bidding Documents	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received at least fourteen (14) working days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.</p>
	<p>7.2 To clarify issues and to answer questions on any matter arising in the Bidding Documents, the Purchaser may, if stated in the BDS, invite prospective Bidders to a Pre-Bidding Meeting at the place, date and time as specified in the BDS. Bidders are encouraged to attend the meeting, if it is held.</p>

	7.3	The Bidder is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
	7.4	Minutes of the pre-Bidding meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days to all those who purchased the Bidding Documents. Any modification to the Bidding Documents listed in ITB Sub-Clause 6.1 that may become necessary as a result of the pre-Bidding meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITB Clause 10 and not through the minutes of the pre-Bidding Meeting.
	7.5	Non-attendance at the pre-Bidding meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Documents	8.1	At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing addendum.
	8.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
	8.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB Sub-Clause 24.2.
C. PREPARATION OF BIDS		
9. Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS . 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 language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1	<p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required; (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22; (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

	<p>(e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</p> <p>(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;</p> <p>(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and</p> <p>(h) any other document required in the BDS.</p>
12. Bid Submission Form and Price Schedules	12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section 4 Bidding Forms . This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested
	12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 Bidding Forms .
13. Alternative Bids	13.1 Unless otherwise specified in the BDS , alternative Bids shall not be considered.
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
	14.2 All lots and items must be listed and priced separately in the Price Schedules.
	14.3 The price to be quoted in the Bid Submission Form shall be the total price of the Bid, excluding any discounts offered.
	14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
	14.5 The terms EXW, CIP ⁶ , DAF or CIF in a neighboring country and other similar terms shall be governed by the rules prescribed in the current edition of <i>Incoterms</i> , published by the International Chamber of Commerce, Paris, as specified in the BDS .
	<p>14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:</p> <p>(a) For Goods manufactured in the Islamic Republic of Afghanistan:</p> <p>(i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes including Business Receipt Tax (BRT)</p>

⁶ The use of CIP requires that customs clearance takes place at the place of destination.

	<p>and Sukok Tax, already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;</p> <p>(ii) any Islamic Republic of Afghanistan sales tax and other taxes including Business Receipt Tax (BRT) and Sukok Tax, which will be payable on the Goods if the contract is awarded to the Bidder; and</p> <p>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the BDS.</p> <p>(b) For Goods manufactured outside the Islamic Republic of Afghanistan, to be imported:</p> <p>(i) the price of the Goods, quoted CIP named place of destination, in the Islamic Republic of Afghanistan, or CIF named port of destination, as specified in the BDS;</p> <p>(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the BDS;</p> <p>(iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the BDS.</p> <p>(c) For Goods manufactured outside the Islamic Republic of Afghanistan, already imported:</p> <p><i>[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]</i></p> <p>(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;</p> <p>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;</p> <p>(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;</p> <p>(iv) any Islamic Republic of Afghanistan sales and other taxes including Business Receipt Tax (BRT) and Sukok Tax, which will be payable on the Goods if the contract is awarded to the Bidder; and</p> <p>(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the BDS.</p> <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p>
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	(i) the price of each item comprising the Related Services (inclusive of any applicable taxes including Business Receipt Tax (BRT) and Sukok Tax).
	14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS . A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS , prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	14.8 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS , prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the Bids for all lots are submitted and opened at the same time.
15. Currencies of Bid	15.1 The Bidder shall quote in the currency of the Islamic Republic of Afghanistan the portion of the Bid price that corresponds to expenditures incurred in the currency of the Islamic Republic of Afghanistan, unless otherwise specified in the BDS .
	15.2 The Bidder may express the Bid price in the currency of any country in accordance with Eligible countries specified in the BDS . If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Islamic Republic of Afghanistan.
16. Documents Establishing the Eligibility of the Bidder	16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section 4 Bidding Forms .
17. Documents Establishing the Eligibility of the Goods and Related Services	17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section 4 Bidding Forms .
18. Documents Establishing the Conformity of the Goods and Related Services	18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section 5 Schedule of Requirements .
	18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services

	to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
	18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.
	18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
19. Documents Establishing the Qualifications of the Bidder	<p>19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Islamic Republic of Afghanistan; (b) that, if required in the BDS, in case of a Bidder not doing business within the Islamic Republic of Afghanistan, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (c) that the Bidder meets each of the qualification criterion specified in Section 3 Evaluation and Qualification Criteria.
20. Period of Validity of Bids	20.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
	20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 20.3.
	20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security	21.1 The Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS .
	<p>21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Islamic Republic of Afghanistan or a freely convertible currency, and shall:</p> <ul style="list-style-type: none"> (a) at the Bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution.; (b) be issued by a reputable institution selected by the Bidder and located in any eligible country. If the institution issuing the bid security is located outside the Islamic Republic of Afghanistan, it shall have a correspondent financial institution located in the Islamic Republic of Afghanistan to make it enforceable; (c) be substantially in accordance with one of the forms of Bid Security included in Section 4 Bidding Forms, or other form approved by the Purchaser prior to Bid submission; (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked; (e) be submitted in its original form; copies will not be accepted; (f) remain valid for a period of twenty-eight (28) days beyond the validity period of the Bids, as extended, if applicable, in accordance with ITB Clause 20.2.
	21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
	21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
	<p>21.5 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p> <ul style="list-style-type: none"> (a) if a Bidder modifies or withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, after the deadline for submission of bids, except as provided in ITB Sub-Clause 20.2; or (b) if a Bidder refuses to accept a correction of an arithmetical error appearing on the face of the bid; (c) if a Bidder had provided bogus information about his/her eligibility; (d) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB Clause 43; (ii) furnish a Performance Security in accordance with ITB Clause 44.
	21.6 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all

	<p>future partners as named in the letter of intent mentioned in Section 4 Bidding Forms.</p>
	<p>21.7 If a Bid security is not required in the BDS, and</p> <p>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or</p> <p>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;</p> <p>the GoA may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated in the BDS.</p>
22. Format and Signing of Bid	<p>22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.</p> <p>22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
D. SUBMISSION AND OPENING OF BIDS	
23. Submission, Sealing and Marking of Bids	<p>23.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically.</p> <p>(a) Bidders submitting Bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.</p> <p>23.2 The inner and outer envelopes shall:</p> <p>(a) Bear the name and address of the Bidder;</p> <p>(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;</p> <p>(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and</p> <p>(d) Bear a warning not to open before the time and date for Bid opening, in accordance with ITB Sub-Clause 27.1.</p> <p>23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.</p>

24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
	24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
25. Late Bids	25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, Substitution, and Modification of Bids	26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of Attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: <ul style="list-style-type: none"> (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and (b) Received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 24.
	26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
	26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
27. Bid Opening	27.1 The Purchaser shall conduct the Bid opening in public at the address, date and time specified in the BDS. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as specified in the BDS.
	27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid

	modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
	27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB Sub-Clause 25.1.
	27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and posted online when electronic bidding is permitted.
E. EVALUATION AND COMPARISON OF BIDS	
28. Confidentiality	28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
	28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or contract award decisions may result in the rejection of its Bid.
	28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
29. Clarification of Bids	29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change 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 Purchaser in the Evaluation of the Bids, in accordance with ITB Clause 31.
30. Responsiveness of Bids	30.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself.
	30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation,

	<p>reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>30.3 If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p>31. Non-conformities, Errors, and Omissions</p>	<p>31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.</p> <p>31.2 Provided that a Bid is substantially responsive, the Purchaser 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. Such omission 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.</p> <p>31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (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 the Purchaser 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. <p>31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security forfeited or Bid-Securing Declaration executed as provided for in Sub-Clause 21.5 (b).</p>
<p>32. Preliminary Examination of Bids</p>	<p>32.1 the entity shall handle the preliminary examination to specify the completeness of the bids as followings:</p> <ul style="list-style-type: none"> 1. The bid is submitted as per the bid document.

	<p>2. The bid security shall be complying with the requirements mentioned in the BDS</p> <p>3. The bid is submitted without any major deviations compared to the bidding document criteria.</p> <p>4. The bid is properly signed and stamped by an authorized person.</p> <p>5. The bid is valid for a period of time as specified in BDS.</p> <p>- The bid is compatible to other key criteria of the bidding document.</p>
	32.2 in case the bid doesn't meet the above criteria in BDS 32.1, the bid shall be rejected.
33. Examination of Terms and Conditions; Technical Evaluation	33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 5 Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
	33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
34. Conversion to Single Currency	34.1 For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS , using the selling exchange rates established by the source and on the date specified in the BDS .
35. Domestic Preference	35.1 Domestic preference shall not be a factor in Bid evaluation, unless otherwise specified in the BDS .
36. Evaluation of Bids	36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
	36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
	<p>36.3 To evaluate a Bid, the Purchaser shall consider the following:</p> <p>(a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;</p> <p>(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section 3 Evaluation and Qualification Criteria;</p>

	(e) Adjustments due to the application of a margin of preference, in accordance with ITB Clause 35, if applicable.
	36.4 The Purchaser's evaluation of a Bid will exclude and not take into account: <ul style="list-style-type: none"> (a) In the case of Goods manufactured in the Islamic Republic of Afghanistan, sales and any other tax, which will be payable on the goods if a contract is awarded 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 Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
	36.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be 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 Bids. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
	36.6 If so specified in the BDS , these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section 3 Evaluation and Qualification Criteria .
	36.7 No negotiation shall be held with the lowest or any other Bidder.
	36.8 A Bidder shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Bidding Documents, to change its price or otherwise to modify its Bid.
37. Comparison of Bids	37.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 36.
38. Post-qualification of the Bidder	38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
	38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
	38.3 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 Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to reject any or All Bids	39.1 The Purchaser reserves the right to accept or reject any Bid, and to reject all bids at any time prior to the acceptance of a bid, without thereby incurring any liability to Bidders.
	39.2 The Purchaser may reject all bids and cancel the procurement proceedings if it is justified by national interest, without incurring any liability to Bidders.
F. AWARD OF CONTRACT	
40. Award Criteria	40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41. Purchaser's Right to Vary Quantities at Time of Award	41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 5 Schedule of Requirements , provided this does not exceed the percentages specified in the BDS , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.
42. Notification of Award	42.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing using the Notification of Award Form in Section 8 , that its Bid has been accepted.
	42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	42.3 The Purchaser shall publish in the NPA website as well as in the Procuring Entity website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) Bid prices as read out at Bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the description of Goods and delivery time offered. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations for the failure of their Bids. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Purchaser in writing to explain on which grounds its Bid was not selected.
43. Signing of Contract	43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract (SCC).
	43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be

	supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the GoA that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
44. Performance Security	44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 8 Contract Forms , or another Form acceptable to the Purchaser.
	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 or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
45. Advising Unsuccessful Bidders	45.1 Upon the successful Bidder furnishing Performance Security pursuant to ITB Clause 44, and signing the Contract pursuant to ITB Sub-Clause 43.2, the Purchaser shall promptly notify all other Bidders that their Bids have been unsuccessful, and shall discharge their Bid Securities pursuant to ITB Sub-Clause 21.4.
46. Bidder's Right to Complain	46.1 Any Bidder has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser by the Public Procurement Law and Circulars.
	46.2 The Complaint shall be sent to the Administrative Review Committee established according to the Article 72(1) of the amended 2008 PPL. The place and address for the submission of complaints to the Administrative Authority is specified in the BDS.

SECTION 2 BIDDING DATA SHEET

Whenever there is a conflict, the provisions herein shall prevail over those in Section 1.

ITB Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. GENERAL	
ITB 1.1	<p>The Purchaser is: Ariana Afghan Airline, Islamic Republic of Afghanistan</p> <p>The Name and identification of this Tender Process are: Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines NPA/AAA/96/ICB/G-1776</p>
ITB 4.1	<p>Bidders from the following countries are not eligible:</p> <p>N/A</p>
ITB 4.3	<p>A list of firms debarred from participating in Government Procurement is available at:</p> <p>http://npa.gov.af</p>
ITB 5.1	<p>Goods and Related Services from the following countries are not eligible:</p> <p>N/A</p>
B. CONTENTS OF BIDDING DOCUMENTS	
ITB 6.3	<p>The following are authorized agents of the Purchaser for providing the Bidding Documents:</p> <p>National Procurement Authority, Administrative Office of the President, Kabul</p>
ITB 7.1	<p>For clarification of Bid purposes only, the Purchaser's address is:</p> <p>Attention: Mohammad Hilal Seraj – Procurement Specialist</p> <p>Address: Administrative Office of the President, National Procurement Authority, Kabul, Afghanistan</p> <p>Telephone: 0093 (0) 202147453 / 0093(0)791 045 505</p> <p>Electronic mail address: zubair.majeed@aop.gov.af and copy to mohammad.hilal@aop.gov.af & pro.contracts@flyariana.com , techsupply@flyariana.com , engg@flyariana.com</p>

ITB 7.2	<p>The Pre-Bid meeting shall be held:</p> <p>Address: Ariana Afghan Airlines, Charhahi Shaheed, Share Naw, Date: 10 Oct 2017 Time: 10 AM Afghanistan Time.</p> <p>Note : Attending Pre-bid meeting through Skype is permitted. The Bidders are requested to convey their Skype Id through emails for logging them in. The Skype Id of the Purchaser and email address are given below :</p> <p>Skype ID: Ariana Afghan Airlines</p> <p>Email ID : zubair.majeed@aop.gov.af and copy to mohammad.hilal@aop.gov.af & pro.contracts@flyariana.com , techsupply@flyariana.com , engg@flyariana.com</p>
C. PREPARATION OF BIDS	
ITB 10.1	The language of the Bid is: English
ITB 11.1(h)	N/A
ITB 13.1	Alternative Bids shall NOT be permitted.
ITB 14.5	The <i>Incoterms</i> edition is: Incoterms 2010.
ITB 14.6 (b) (i) and (c) (v)	<p>Incoterm: CIP final Destination, Hamid Karzai International Airport, Kabul, Afghanistan</p> <p>Place of Destination:</p> <p>The bidder should include appropriate BRT in the price and also provide total price net (excluding) of taxes in the price schedule. BRT will be deducted from gross billed amount while making payment. The local taxes are applicable to even foreign bidders.</p> <p>The Supplier is responsible for all charges up to destination including freight/flying cost and insurance, , and local taxes (BRT).</p> <p>For information on taxes in Afghanistan, the bidder is advised to refer to the web site of Ministry of Finance: www.mof.gov.af/tax</p>
ITB 14.6 (a) (iii); (b) (ii) and (c) (v)	Final Destination: Hamid Karzai International Airport, Kabul, AFG
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b) (i), the price of the Goods manufactured outside Afghanistan shall be quoted: total price excluding local taxes

ITB 14.7	The prices quoted by the bidder shall be Fixed
ITB 14.8	Bidders are required to quote to 100% of the items specified in the list of requirement.
ITB 15.1	The currency is: USD
ITB 15.2	The bids received in other currency(ies) will be converted to USD as per rate of exchange (transfer selling rate) published by the Da Afghanistan Bank prevailing on the date of bid opening.
ITB 18.3	Period the Goods are expected to be functioning (for the purpose of spare parts): Not Applicable
ITB 19.1 (a)	Manufacturer's authorization is Not required . <i>HOWEVER, IF BID IS SUBMITTED BY AN AGENT OR A DEALER, THE BIDDER MUST SUBMIT AUTHORIZATION FROM THE AIRLINE WHO IS OWNER OF THE TWO USED AIRCRAFT FOR SUBMITTING THE BID.</i>
ITB 19.1 (b)	After sales service is "Not REQUIRED"
ITB 20.1	The Bid validity period shall be 120 days .
ITB 21.1	Bid shall include a Bid Security Declaration in the format SDB/G/09 provided in Section 4 of this Bidding Document.
ITB 21.2	Not applicable
ITB 21.7	Bid Security is Not required. The bidder may be disqualified for a period of two years in the event of ITB 21.7 (a) or ITB 21.7(b)
ITB 22.1	In addition to the original of the Bid, (1) copy shall be submitted.
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (i) <u>The President or the Vice-President of the bidder, indicated in a valid License/official documents, can sign the bid without the need of a Power of Attorney, or</u> (ii) <u>If the bid is signed by person other than the bidder's President or Vice President, a notarized power of attorney from the President or Vice President or the Board of Directors specifying the representative's authority to sign the bid on behalf of the bidder, or</u>

	<p><u>(iii) If the bidder is a Joint Venture or a consortium, the President or Vice-President of each JV member or Board of Director, should specify the lead partner's authority to sign the bid on behalf of the Joint Venture or consortium.</u></p> <p><u>(iv) If the Joint Venture or consortium has not yet been formed, the bid should include evidence from all proposed members of Joint Venture or consortium of their intent to enter into a Joint Venture or consortium in the event of a contract and the bid should be signed by all representatives of the proposed Joint Venture partners.</u></p>
D. SUBMISSION AND OPENING OF BIDS	
ITB 23.1	Bidders <i>shall not</i> have the option of submitting their Bids electronically.
ITB 23.1 (b)	When Bidders have the option to submit their Bids electronically, the procedure shall be as follow: <i>Not Applicable</i>
ITB 23.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>Project Title: Procurement of Two Used Boeing 737-500 for Ariana Afghan Airline.</p> <p>NPA/AAA/96/ICB/G-1776</p>
ITB 24.1	<p>For <u>Bid submission purposes only</u>, the Purchaser's address is:</p> <p>Attention: Mohammad Hilal Seraj, Procurement Specialist.</p> <p>zubair.majeed@aop.gov.af and copy to mohammad.hilal@aop.gov.af</p> <p>Address: Administrative Office of the President, National Procurement Authority, Kabul, Afghanistan</p> <p>The deadline for submission of Bids is:</p> <p>Date: 1st November, 2017</p> <p>Time: 10:00 hrs (Kabul Local Time)</p> <p>In case the specified date of bid submission is declared a holiday for the purchaser, the bids may be submitted at the specified time up to the next working day</p>
ITB 27.1	<p>The Bid Opening shall take place at:</p> <p>Bids will be opened immediately after the bid submission deadline, in presence of the bidders' representatives who choose to attend the same, at the same place of Bid submission mentioned at 24.1 above.</p> <p>Date: 1st November, 2017</p> <p>Time: 10:00 hrs (Kabul Local Time)</p>

E. EVALUATION AND COMPARISON OF BIDS			
ITB 34.1	Bids expressed in different currencies shall be converted into USD .		
	The source of exchange rate shall be: <i>Da Afghanistan Bank</i> The date of the exchange rate (transfer selling) shall be: <i>bid opening date</i> .		
ITB 35.1	Domestic preference: Not Applicable		
ITB 36.3 (a)	Evaluation will be done for Complete Proposal , Evaluation shall be done as follows: a) Each bid shall be evaluated on both Technical and Financial Criteria and Technical scores shall be awarded to each bid as specified in Section 3, "Evaluation and Qualification Criteria" and herein below : b) Total assigned Technical Score for all technical criteria is 100. Marks distribution among various criteria/sub-criteria are as follows:		
	Srl No	Criteria	Maximum Marks assigned
	1	Original Delivery Documents	6
	2	Aircraft Manuals	6
	3	Company Manuals	4
	4	Current Certificates	5
	5	Landing Gear RH MLG	3
	6	Landing Gear LH MLG	3
	7	Nose Landing Gear	3
	8	Airplane Records	25
	9	Engine #1 records	20
	10	Engine #2 records	20
	11	APU records	5
Technical scores shall be awarded against the above criteria by the evaluation committee based on ascertaining degree of technical suitability of the offer against each criteria. The sum of the technical scores awarded for such different criteria will be the Technical Score (TS) obtained by the bidder. c) Minimum Technical Score below which the offer shall be considered non-responsive : 75			

ITB 36.3 (d)	<p>(a) Deviations will be applied as follows: Deviation in Delivery schedule: No</p> <p>(b) Deviation in payment schedule: No</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: No</p> <p>(d) The availability in the Islamic Republic of Afghanistan of spare parts and after-sales services for the equipment offered in the Bid: No</p> <p>(e) The projected operating and maintenance costs during the life of the equipment: No</p> <p>(f) The performance and productivity of the equipment offered; No</p>
ITB 36.4	<p>This clause is replaced with the following text:</p> <p>Financial evaluation of offers shall be done based on CIP Final destination.</p>
ITB 36.6	<p>Not applicable as the bid is being treated as a single lot.</p>
ITB 36.7	<p>This clause is replaced with the following text :</p> <p>The bid with at least minimum acceptable Technical Score and with lowest evaluated bid price shall be selected following the evaluation process as per 36.3(a). This bid shall be considered for placement of award subject to the following:</p> <p>i) The bidder shall be informed about its selection for consideration of placement of award subject to inspection of the aircraft including Flying Test by a Technical Team appointed by the Purchaser. The cost of flying test shall be borne by the Bidder.</p> <p>ii) The Technical Team shall visit the place where the aircraft is kept and inspect the aircraft on all parameters related with the Technical features as claimed by the bidder and which were taken into selection criteria of the bid including Flying Test of the aircraft. Deficiencies noted in the aircraft which were not declared by the bidder shall be recorded in the inspection report of the Technical Team. This report shall also be shared with the bidder's representative and will be signed as acknowledgement of veracity of the report.</p> <p>If major deviations. /deficiencies are found in the actual inspection of the aircraft vis-à-vis what was declared by the bidder while submitting the bid, the bid shall be rejected and the next higher ranked bid shall be considered for further processing for placement of award. If minor deficiencies are found and those deficiencies can be fairly priced then the bidder can be called for contract negotiation or given a counter offer for reduction in price to the level as calculated in view of the noted deficiencies and negotiating</p>

	on any other issue related with technical aspects. Except as provided above, no negotiation on any other aspect shall be had with the bidder which could have substantial financial implications. All major parts e.g. LGs, Engines, Flight Control components and Avionics Components etc. must be working satisfactorily at the time of inspection by the inspection team.
F. AWARD OF CONTRACT	
ITB 41.1	N/A
ITB 44.1	Performance Security in the form of a Bank Guarantee for 5% of the value of the contract in the format FORM SDB/G/14 is required
ITB 46.2	<p>Complaints shall be submitted to</p> <p>Ariana Afghan Airline</p> <p>Address: Zahidurahman Zakhilwal</p> <p>Telephone: 0093 786099968</p> <p>Electronic mail address: info@flyariana.com; president@flyariana.com</p>

SECTION 3 EVALUATION AND QUALIFICATION CRITERIA

This Section is to be considered as completing the ITB in describing the criteria that the Purchaser may use to evaluate a Bid and determine whether a Bidder has the required qualifications. No other criteria than those listed in this Section shall be used.

Contents

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post-Qualification Requirements (ITB 38.2)

1. DOMESTIC PREFERENCE (ITB 35.1) NOT APPLICABLE

If the BDS so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Islamic Republic of Afghanistan for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Islamic Republic of Afghanistan, for which (i) labor, raw materials, and components from within the Islamic Republic of Afghanistan account for more than thirty percent (30%) of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission.
- (b) **Group B:** All other Bids offering Goods manufactured in the Islamic Republic of Afghanistan.
- (c) **Group C:** Bids offering Goods manufactured outside the Islamic Republic of Afghanistan that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete the appropriated Price Schedule template provided in the Bidding Documents. Completion of an inappropriate Price Schedule template by the Bidder shall not result in rejection of its Bid, but will result in reclassification of the Bid by the Purchaser into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules modify it as necessary.

All evaluated Bids in each group will then be compared to determine the lowest evaluated Bid of the group. Such lowest evaluated Bids shall be compared with each other and if as a result

of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If the lowest evaluated Bid is from Group C, the **lowest evaluated Bid from Group C** Bids will then be further compared with the **lowest evaluated Bid from Group A**, after adding to the evaluated Bid price of the Bid for Group C an amount equal to ten percent (10%) of the CIP (named place of destination) Bid price, for the purpose of further comparison only. The lowest-evaluated Bid determined from this last comparison shall be selected for the award.

2. EVALUATION CRITERIA (ITB 36.3 (D))

2.1 RATED TECHNICAL CRITERIA : SCORES ASSIGNED FOR VARIOUS TECHNICAL CRITERIA /SUB-CRITERIA SHALL BE AS SPECIFIED IN THE TABLE PROVIDED IN EXCEL FILE NAMED, "TECHNICAL PARAMETERS FOR EVALUATION" ATTACHED WITH THE BIDDING DOCUMENTS" . THE BIDDERS ARE ADVISED TO FILL IN DETAILS AS INSTRUCTED IN THAT TABLE AGAINST EACH REQUIREMENT IN THE TABLE. MAXIMUM TECHNICAL SCORE ASSIGNED IS 100 AND BASED ON TECHNICAL SUITABILITY OF THE OFFER, MARKS SHALL BE AWARDED BY THE EVALUATION COMMITTEE FOR VARIOUS CRITERIA DURING THE EVALUATION. THIS DETAILED TECHNICAL EVALUATION SHALL BE CARRIED OUT ONLY FOR THOSE BIDS WHICH MEET MINIMUM TECHNICAL REQUIREMENTS AS SPECIFIED IN SUPPLY REQUIREMENTS IN PART II, SECTION 5. BIDS NOT MEETING MINIMUM TECHNICAL REQUIREMENTS SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL NOT BE EVALUATED FURTHER.

NOTE : THE BIDDER SHOULD SUBMIT NECESSARY SUPPORTING DOCUMENTS AS PER THE ABOVE TECHNICAL REQUIREMENT ATTACHED IN EXCEL SHEET.

.....
.....
.....
.....
.....

Scoring Method (where Yes/No type Criteria is not there):

The technical responsiveness of the various criteria will be evaluated in the following manner:

- 0 to 25 % – Not meeting the criteria at all or barely meeting the criteria
- 26 % to 74 % – Doesn't fully meet the criteria but to some significant extent in varying degrees
- 75 % – Meets the criteria exactly
- 90 % – Exceeds the criteria requirement to some degree
- 91-100 % – Exceeds the criteria providing some excellent benefits

Scoring Method (where the criteria is like Yes/No)

Yes – 100%, No – 0 %

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

2.2 Bid Price Evaluation:

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule, as per *Incoterms* **specified in the BDS**

No credit will be given to early deliveries, and Bids offering delivery after the final delivery date shall be treated as non-responsive.

- (b) Deviation in payment schedule: Deviations from the Terms of Payment as specified in Special Conditions of Contract, are **not** permitted

- (c) Spare Parts:

Supplier recommended spare parts requirement shall not be considered in bid evaluation.

- (d) Availability in the Islamic Republic of Afghanistan of spare parts and after sales services for equipment offered in the Bid.

Not applicable.

- (e) Projected operating and maintenance costs: NO

- (f) Performance and productivity of the equipment: NO

3. MULTIPLE CONTRACTS (ITB 36.6) - NOT APPLICABLE

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid) and meets the post-qualification criteria paragraph 4 below.

The Purchaser shall:

- (a) Evaluate only the lots or contracts that include at least the percentage of items per lot and the quantity per item as specified in ITB Sub Clause 14.8.

- (b) take into account:

(i) the lowest-evaluated Bid for each lot; and

(ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

4. POST-QUALIFICATION REQUIREMENTS (ITB 38.2)

After determining the lowest evaluated responsive Bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications:

- (a) Experience in similar assignment: This criteria won't apply to airlines /owners of the aircrafts quoting directly against this tender. However, if a bid is submitted by a Dealer in Aircrafts sale, he/she should submit necessary documents to prove that he/she is in this business for at least 5 years and he/she has successfully executed at least

one such contract in last 5 years. It should also submit necessary authorization from the respective airline to submit the offer on behalf of the airline.

- (b) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: N/A
- c) The Technical score obtained by the bid in Technical Evaluation as per 2.1 Evaluation Criteria should not be less than 75.

SECTION 4 BIDDING FORMS

CONTENT	
Form	Title
	Bid Forms
SDB/G/01	Bidder Information Form
SDB/G/02	JV Partner Information Form
SDB/G/03	Bid Submission Form
SDB/G/04	Price Schedule Form for Goods manufactured outside the Islamic Republic of Afghanistan to be Imported
SDB/G/05	Price Schedule Form for Goods manufactures outside the Islamic Republic of Afghanistan already imported
SDB/G/06	Price Schedule Form for Goods manufactures in the Islamic Republic of Afghanistan
SDB/G/07	Price and Completion Schedule for Related Services
SDB/G/08	Bid Security: Bank Guarantee
SDB/G/09	Bid Security: Bid-Security Declaration
SDB/G/10	Manufacturer's Authorization Letter

BIDDER INFORMATION FORM FORM SDB/G/01

[Note on Bidder Information Form]

*This note is for information only, to assist the Procuring Entity in the completion of the Form when preparing the Bidding Documents, but this note should **NOT** be included in the issued Bidding Documents.*

The information to be filled in by Bidders in the following pages will be used for purposes of verification of eligibility and qualification of the Bidder as provided for in relevant Clauses of the ITB.]

Invitation for Bid No: *[Insert the number of bidding process]*

Bid Package No: *[Insert the number of bidding package]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

1.	General information of the Bidder
1.1	Bidder's Legal Name: <i>[Insert Bidder's Legal Name]</i>
1.2	In case of JV, Legal Name of each party: <i>[Insert Legal Name of each party in JV]</i>
1.3	Bidder's actual or intended Country of Registration: <i>[Insert actual or intended Country of Registration]</i>
1.4	Bidder's Year of Registration: <i>[Insert Bidder's year of registration]</i>
1.5	Bidder's Legal Address in Country of Registration: <i>[Insert Bidder's Complete Legal Address in Country of Registration]</i>
1.6	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> E-mail Address: <i>[Insert Authorized Representative's e-mail address]</i>
1.7	Bidder's Income Tax Identification Number (TIN): <i>[Insert the Bidder's Tax Identification Number]</i>

1.8	<p>Attached are copies of original documents of <i>[Check the box(es) of the attached original document]</i>:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1.1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Islamic Republic of Afghanistan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5. <input type="checkbox"/>
2. Qualification information of the Bidder (Applicable only if the Airline/Aircraft owner is not bidding directly and the bid is submitted by an agent/dealer)	
2.1	Number of years of overall experience of the Bidder in the supply of goods and related services: <i>[Insert a value in words and figures]</i>
2.2	Number of years of specific experience of the Bidder in the supply of similar goods and related services i.e. supply/sale of Used Aircrafts: <i>[Insert a value in words and figures]</i>
2.3	Total annual monetary value of similar contracts executed in each of the last three years: <i>[Insert a value in words and figures]</i>
2.4	Major supplies of similar type of Goods i.e. supply/sale of Used aircrafts over the last three years : <i>[List also details of supplies of similar type of Goods under way or committed, including expected delivery date]</i>

JV PARTNER INFORMATION FORM FORM SDB/G/02

[Note on JV Partner Information Form]

*This note is for information only, to assist the Procuring Entity in the completion of the Form when preparing the Bidding Documents, but this note should **NOT** be included in the issued Bidding Documents.*

The information to be filled in by Bidders in the following pages will be used for purposes of verification of eligibility and qualification of the Bidder as provided for in relevant Clauses of the ITB.]

Invitation for Bid No: *[Insert the number of bidding process]*

Bid Package No: *[Insert the number of bidding package]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

1.	General information of the JV
1.1	Bidder's Legal Name: <i>[Insert Bidder's Legal Name]</i>
1.2	JV's Party Legal Name: <i>[Insert JV's Party Legal Name]</i>
1.3	JV's Party Country of Registration: <i>[Insert JV's Party Country of Registration]</i>
1.4	JV's Party Year of Registration: <i>[Insert JV's Party Year of Registration]</i>
1.5	JV's Party Legal Address in Country of Registration: <i>[Insert JV's Party Legal Address in Country of Registration]</i>
1.6	JV's Party 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> E-mail Address: <i>[Insert Authorized Representative's e-mail address]</i>

1.7	<p>Attached are copies of original documents of <i>[Check the box(es) of the attached original documents]</i>:</p> <ul style="list-style-type: none"><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1.2 above, in accordance with ITB Sub-Clauses 4.1 and 4.2.<input type="checkbox"/> In case of government owned entity from the Islamic Republic of Afghanistan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.
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BID SUBMISSION FORM FORM SDB/G/03

[Note on Bidder Submission Form]

*This note is for information only, to assist the Procuring Entity in the completion of the Form when preparing the Bidding Documents, but this note should **NOT** be included in the issued Bidding Documents.*

The information to be filled in by Bidders in the following pages will be used for purposes of verification of eligibility and qualification of the Bidder as provided for in relevant Clauses of the ITB.]

To: *[Insert complete name of Purchaser]*

Invitation for Bid No: *[Insert the number of bidding process]*

Bid Package No: *[Insert the number of bidding package]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[Insert the number and issuing date of each Addenda if applicable];*
2. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[Insert a brief description of the Goods and Related Services];*
3. The total price of our Bid, excluding any discounts offered in item 4 below, is: *[Insert the total Bid price in words and figures, indicating the various amounts and the respective currencies];*
4. The discounts offered: if our bid is accepted, the following discounts shall apply:
A: Total discount value in words:
B: Total discount value in figures: *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies];*
5. Our Bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the Bid Submission Deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our Bid is accepted, we commit to obtain a Performance Security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
7. We, including any subcontractors or suppliers for any part of the contract, have nationality from Eligible Countries *[Insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier];*
8. We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

9. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been declared ineligible by the GoA, under the National laws or official regulations, in accordance with ITB Sub-Clause 4.3;
10. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
11. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;

Name: *[Insert complete name of person signing the Bid Submission Form]*

Signature: *[Insert signature of person whose name and capacity are shown]*

Dated:

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

**PRICE SCHEDULE FOR GOODS MANUFACTURED OUTSIDE THE ISLAMIC REPUBLIC OF AFGHANISTAN
TO BE IMPORTED:
GROUP C BIDS – CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15
FORM SDB/G/04**

Invitation for Bid No: *[Insert the number of bidding process]*
 Bid Package No: *[Insert the number of bidding package]*
 Alternative No.: *[Insert identification No if this is a Bid for an alternative]*
 Date *[Insert date, as day, month and year of Bid Submission]*
 Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

1	2	3	4	5	6	7	8	9
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>place of destination as specified in delivery schedule</i>] in accordance with ITB 14.6 (b) (i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Islamic Republic of Afghanistan to convey the Goods to their final destination specified in delivery schedule	Total Price per Line item (Col. 7+8)
<i>[Insert number of the item]</i>	<i>[Insert name of good]</i>	<i>[Insert country of origin of the Good]</i>	<i>[Insert quoted Delivery Date]</i>	<i>[Insert number of units to be supplied and name of the physical unit]</i>	<i>[Insert unit price CIP per unit]</i>	<i>[Insert total CIP price per line item]</i>	<i>Not Applicable, as this is covered under column 7, Incoterm being CIP.</i>	<i>[Insert total price of the line item]</i>
1								

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

		Total Price	
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Name of Bidder *[Insert the name of the Bidder]* Signature of Bidder *[Insert the signature of the person signing the Bid]* Date *[Insert date]*

**PRICE SCHEDULE FOR GOODS MANUFACTURED OUTSIDE THE ISLAMIC REPUBLIC OF AFGHANISTAN
ALREADY IMPORTED:
GROUP C BIDS – CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15
FORM SDB/G/05 (NOT APPLICABLE)**

Invitation for Bid No: *[Insert the number of bidding process]*
Bid Package No: *[Insert the number of bidding package]*
Alternative No.: *[Insert identification No if this is a Bid for an alternative]*
Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

1	2	3	4	5	6	7	8	9	10	11	12
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by <i>Incoterms</i>	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Islamic Republic of Afghanistan to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6 (c) (iv)	Total Price per line item (Col. 9+10)

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
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<i>[Insert number of the item]</i>	<i>[Insert name of Goods]</i>	<i>[Insert country of origin of the Goods]</i>	<i>[Insert quoted Delivery Date]</i>	<i>[Insert number of units to be supplied and name of the physical unit]</i>	<i>[Insert unit price per unit]</i>	<i>[Insert custom duties and taxes paid per unit]</i>	<i>[Insert unit price net of custom duties and import taxes]</i>	<i>[Insert price per line item net of custom duties and import taxes]</i>	<i>[Insert price per line item for inland transportation and other services required in the Islamic Republic of Afghanistan]</i>	<i>[Insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[Insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[Insert the name of the Bidder]* Signature of Bidder *[Insert the signature of the person signing the Bid]* Date *[Insert date]*

**PRICE SCHEDULE FOR GOODS MANUFACTURED IN THE ISLAMIC REPUBLIC OF AFGHANISTAN:
GROUP A AND B BIDS – CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15
FORM SDB/G/06
(NOT APPLICABLE)**

Invitation for Bid No: *[Insert the number of bidding process]*
 Bid Package No: *[Insert the number of bidding package]*
 Alternative No.: *[Insert identification No if this is a Bid for an alternative]*
 Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

1	2	3	4	5	6	7	8	9	10
Line Item No.	Description of Goods	Delivery Date as defined by <i>Incoterms</i>	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Islamic Republic of Afghanistan to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Islamic Republic of Afghanistan % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[Insert number of the item]</i>	<i>[Insert name of Goods]</i>	<i>[Insert quoted Delivery Date]</i>	<i>[Insert number of units to be supplied and name of the physical unit]</i>	<i>[Insert EXW unit price]</i>	<i>[Insert total EXW price per line item]</i>	<i>[Insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Islamic Republic of Afghanistan as a % of the EXW price per line item]</i>	<i>[Insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[Insert total price per item]</i>
								Total Price	

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

Name of Bidder *[Insert the name of the Bidder]* Signature of Bidder *[Insert the signature of the person signing the Bid]* Date *[Insert date]*

PRICE AND COMPLETION SCHEDULE FOR RELATED SERVICES
CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15
FORM SDB/G/07
(NOT APPLICABLE)

Invitation for Bid No: *[Insert the number of bidding process]*
 Bid Package No: *[Insert the number of bidding package]*
 Alternative No.: *[Insert identification No if this is a Bid for an alternative]*
 Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

NOT APPLICABLE

1	2	3	4	5	6	7
Service No.	Description of Services (excludes inland transportation and other services required in the Islamic Republic of Afghanistan to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5x6 or estimate)
<i>[Insert number of the Service]</i>	<i>[Insert name of Services]</i>	<i>[Insert country of origin of the Services]</i>	<i>[Insert delivery date at place of final destination per Service]</i>	<i>[Insert number of units to be supplied and name of the physical unit]</i>	<i>[Insert unit price per item]</i>	<i>[Insert total price per item]</i>
Total Bid Price						

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

Name of Bidder *[Insert the name of the Bidder]* Signature of Bidder *[Insert the signature of the person signing the Bid]* Date *[Insert date]*

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

BID SECURITY: BANK GUARANTEE
(NOT APPLICABLE)
FORM SDB/G/08

Invitation for Bid No: *[Insert the number of bidding process]*

Bid Package No: *[Insert the number of bidding package]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

[This Bank Guarantee Form for the Bid Security is to be issued by a registered bank in accordance with the instructions indicated.]

WE, *[Insert Bank's Name and Address of Issuing Branch or Office]*

Beneficiary: *[Insert complete Name and Address of Purchaser]*

Date: *[Insert the date]*

BID GUARANTEE NO.: *[Insert the number in figures]*

have been informed that *[Insert the complete Name of the Bidder]*, hereinafter called "THE BIDDER", has submitted to you its Bid, hereinafter called "THE BID", for the execution of *[Insert the Name of contract]* under Invitation for Bids No. *[Insert the FFB number]* hereinafter called "THE IFB".

Furthermore, we understand that, according to your conditions Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[Insert the name of the bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of *[Insert amount in figures AND in words]* upon receipt by us of your first demand in writing accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) Has modified or withdrawn its Bid after the deadline for submission of bids during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders of the IFB; or
- (c) having been notified of the acceptance of the Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITB, or (ii) fails or refuses to execute the Contract Form.
- (d) Provides bogus information about its eligibility

This Guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Bidder issued to you upon the ITB; or
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of the Bidder's Bid validity period, being *[Insert the date of expiration of the Bid]*.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.458.

[Insert signature(s) of duly Authorized Authority(ies)]

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

List of Similar Goods Supplied in the past three Years (Not Applicable** for Airlines quoting directly against this tender. Applicable only if the bid is submitted by an agent or a dealer)**

(Year 2014 to 2016)							
Year of Completion of Supply	Purchaser's Name, Address, E-Mail, Phone No.	Contract No & Date	Brief Description of Items & Qty	Value of Item (in USD)	Scheduled Delivery Date	Actual Delivery Date	Details of Complaint (if any) received from the purchaser

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

BID SECURITY: BID-SECURING DECLARATION (APPLICABLE)
FORM SDB/G/09

Invitation for Bid No: *[Insert the number of bidding process]*

Bid Package No: *[Insert the number of bidding package]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

To: *[Insert the complete name of the Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[Insert the number of months or years]* starting on *[Insert the date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have modified or withdrawn our Bid after the deadline for submission of bid during the period of Bid validity specified in the Form of Bid; or
- (b) have not accepted the correction of errors in accordance with instructions to bidders of IFB
- (c) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.
- (d) Provided bogus information about our eligibility

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[Insert the signature of the person whose name and capacity are shown]*

In the capacity of *[Insert the legal capacity of the person signing the Bid-Securing Declaration]*

Name: *[Insert the complete Name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[Insert the complete name of Bidder]*

Dated on *[Insert the day]* day of *[Insert the month]*, *[Insert the year]*

Corporate Seal *[Insert the Corporate Seal, when appropriate]*

[Note: In case of a JV, the Bid-Securing Declaration must be in the name of all partners to the JV that submits the Bid.]

**AIRLINE'S AUTHORIZATION LETTER (REQUIRED ONLY IF THE AIRLINE
IS NOT DIRECTLY BIDDING)
FORM SDB/G/10**

Invitation for Bid No: *[Insert the number of bidding process]*

Bid Package No: *[Insert the number of bidding package]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

[This letter of authorization should be on the letterhead of the Airline and should be signed by the person with the proper authority to sign documents that are binding on the Airline.]

To: *[Insert the complete name of the Purchaser]*

Whereas, we *[Insert complete name and address of Airline]* are reputable Airlines and hereby authorize *[Insert complete name of the Bidder]* to submit a Bid the purpose of which is to supply required aircraft available with us and to subsequently negotiate and sign the Contract.

Signed: *[Insert the signature(s) of authorized representative of the Airline]*

Name: *[Insert complete name(s) of authorized representatives of the Airline]*

Title: *[Insert title]*

Duly authorized to sign the authorization for and on behalf of: *[Insert complete name of Bidder]*

Dated on: *[Insert date of signing]*

PART II SUPPLY REQUIREMENTS

SECTION 5 SCHEDULE OF REQUIREMENTS

	CONTENT
	Title
1.	List of Goods and Delivery Schedule
2.	List of Related Services and Completion Schedule
3.	Technical Specifications (TS)
4.	Drawings
5.	Inspections and Tests

1. LIST OF GOODS AND DELIVERY SCHEDULE

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder.]

Line Item No.	Description of Goods (with Minimum Technical Requirements)	Physical unit	Quantity	Final (Project Site) Destination as specified in BDS	Delivery (as per <i>Incoterms</i>) CIP to the final destination		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the Bidder</i>]

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

1	<p><i>Boeing 737 -500 Used. The Airplane must not be older than 20 Years (<u>from the</u> date of manufacture) The Airplane must have fresh "C" Check (next "C" check should not be due before two years. Each must have at least 3000 FC remaining for the first LLP limit replacement, and the engine type must be CFM56-3C1 All three landing gears must have 5 years remaining for the next overhaul. There should not be any open major modification rise from AD or any other technical publication.</i></p>	No.	1	Kabul –Afghanistan	After signing of the contract	90	
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4. LIST OF RELATED SERVICES AND COMPLETION SCHEDULE, NOT APPLICABLE.

[The Purchaser shall fill in this table; the required completion dates should be realistic, and consistent with the required Goods Delivery Dates, as per Incoterms.]

Service	Description of Service	Quantity (if applicable)	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[Insert Service No.]</i>	<i>[Insert description of Related Services]</i>	<i>[Insert quantity of items to be supplied]</i>	<i>[Insert physical unit for the items]</i>	<i>[Insert name of the Place]</i>	<i>[Insert required Completion Date(s)]</i>

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

6. TECHNICAL SPECIFICATIONS:

6.1 THE BASIC MINIMUM TECHNICAL REQUIREMENTS ARE :

- Boeing 737 -500 Used aircraft.
- The Airplane must not be older than 20 years (*date of manufacture*)
- The Airplane must have fresh "C" Check (next "C" check should not be due before two years)
- Each engines must have at least 3000 FC remaining for the first LLP limit replacement, and the engine type must be CFM56-3C1
- All three landing gears must have 5 years remaining for the next overhaul.
- There should not be any open major modification rise from AD or any other technical publication.

6.2 The Bidder should fill in the details in the table provided in Excel Sheet, named "Technical Parameters for Evaluation" attached with the bidding document

5. INSPECTIONS AND TESTS

1. DOCUMENTS AND SUB-SYSTEMS TO BE CHECKED: THE FOLLOWING DOCUMENTS SHALL BE CHECKED TO ENSURE THAT THE AIRCRAFT MEETS THE MINIMUM TECHNICAL REQUIREMENTS AND ALSO TECHNICAL HEALTH OF THE AIRCRAFT AS CLAIMED BY THE BIDDER IN ITS BID.

ALL THE DOCUMENTS AND SUB-SYSTEMS MENTIONED IN EXCEL SHEET "TECHNICAL PARAMETERS FOR EVALUATION" SHALL BE EXAMINED AND TESTED AT THE SITE WHERE THE AIRCRAFT IS PARKED BEFORE GOING FOR FLYING TEST.

THE VISUAL INSPECTION CHECK LIST IS AS FOLLOWS:

FUSELAGE AND HULL GROUP:

- A. FABRIC AND SKIN - FOR DETERIORATION, DISTORTION, OTHER EVIDENCE OF FAILURE, AND DEFECTIVE OR INSECURE ATTACHMENT OF FITTINGS.**
- B. SYSTEMS AND COMPONENTS - FOR IMPROPER INSTALLATION, APPARENT DEFECTS, AND UNSATISFACTORY OPERATION.**
- C. THE CABIN AND COCKPIT GROUP.**
- D. GENERALLY - FOR UNCLEANNESS AND LOOSE EQUIPMENT THAT MIGHT FOUL THE CONTROLS.**
- E. SEATS AND SAFETY BELTS - FOR POOR CONDITION AND APPARENT DEFECTS.**
- F. WINDOWS AND WINDSHIELDS - FOR DETERIORATION AND BREAKAGE.**
- G. INSTRUMENTS - FOR POOR CONDITION, MOUNTING, MARKING, AND (WHERE PRACTICABLE) FOR IMPROPER OPERATION.**
- H. FLIGHT AND ENGINE CONTROLS - FOR IMPROPER INSTALLATION AND IMPROPER OPERATION.**
- I. BATTERIES - FOR IMPROPER INSTALLATION AND IMPROPER CHARGE.**
- J. ALL SYSTEMS - FOR IMPROPER INSTALLATION, POOR GENERAL CONDITION, APPARENT AND OBVIOUS DEFECTS, AND INSECURITY OF ATTACHMENT.**

ENGINE AND NACELLE GROUP:

- A. ENGINE SECTION - FOR VISUAL EVIDENCE OF EXCESSIVE OIL, FUEL, OR HYDRAULIC LEAKS, AND SOURCES OF SUCH LEAKS.**
- B. STUDS AND NUTS - FOR IMPROPER TORQUING AND OBVIOUS DEFECTS.**
- C. INTERNAL ENGINE - FOR CYLINDER COMPRESSION AND FOR METAL PARTICLES OR FOREIGN MATTER ON SCREENS AND SUMP DRAIN PLUGS. IF THERE IS WEAK CYLINDER**

COMPRESSION, FOR IM-PROPER INTERNAL CONDITION AND IMPROPER INTERNAL TOLERANCES.

- D. ENGINE MOUNT - FOR CRACKS, LOOSENESS OF MOUNTING, AND LOOSENESS OF ENGINE TO MOUNT.**
- E. FLEXIBLE VIBRATION DAMPENERS - FOR POOR CONDITION AND DETERIORATION.**
- F. ENGINE CONTROLS - FOR DEFECTS, IMPROPER TRAVEL, AND IMPROPER SAFETYING.**
- G. LINES, HOSES, AND CLAMPS - FOR LEAKS, IMPROPER CONDITION, AND LOOSENESS.**
- H. EXHAUST STACKS - FOR CRACKS, DEFECTS, AND IMPROPER ATTACHMENT.**
- I. ACCESSORIES - FOR APPARENT DEFECTS IN SECURITY OF MOUNTING.**
- J. ALL SYSTEMS - FOR IMPROPER INSTALLATION, POOR GENERAL CONDITION, DEFECTS, AND INSECURE ATTACHMENT.**
- K. COWLING - FOR CRACKS AND DEFECTS.**

LANDING GEAR GROUP:

- A. ALL UNITS - FOR POOR CONDITION AND INSECURITY OF ATTACHMENT.**
- B. SHOCK ABSORBING DEVICES - FOR IMPROPER OLEO FLUID LEVEL.**
- C. LINKAGE, TRUSSES, AND MEMBERS - FOR UNDUE OR EXCESSIVE WEAR, FATIGUE, AND DISTORTION.**
- D. RETRACTING AND LOCKING MECHANISM - FOR IMPROPER OPERATION.**
- E. HYDRAULIC LINES - FOR LEAKAGE.**
- F. ELECTRICAL SYSTEM - FOR CHAFING AND IMPROPER OPERATION OF SWITCHES.**
- G. WHEELS - FOR CRACKS, DEFECTS, AND CONDITION OF BEARINGS.**
- H. TIRES - FOR WEAR AND CUTS.**
- I. BRAKES - FOR IMPROPER ADJUSTMENT.**
- J. FLOATS AND SKIS - FOR INSECURE ATTACHMENT AND OBVIOUS OR APPARENT DEFECTS.**

WING AND CENTRE SECTION ASSEMBLY:

- A. POOR GENERAL CONDITION,**
- B. FABRIC OR SKIN DETERIORATION,**
- C. DISTORTION,**
- D. EVIDENCE OF FAILURE, AND**
- E. INSECURITY OF ATTACHMENT.**

COMPLETE EMPENNAGE ASSEMBLY:

- A. POOR GENERAL CONDITION,**
- B. FABRIC OR SKIN DETERIORATION,**
- C. DISTORTION,**
- D. EVIDENCE OF FAILURE,**
- E. INSECURE ATTACHMENT,**
- F. IMPROPER COMPONENT INSTALLATION, AND**
- G. IMPROPER COMPONENT OPERATION.**

AVIONICS/INSTRUMENT GROUP:

- A. AVIONICS/INSTRUMENTS EQUIPMENT - FOR IMPROPER INSTALLATION AND INSECURE MOUNTING.**
- B. WIRING AND CONDUITS - FOR IMPROPER ROUTING, INSECURE MOUNTING, AND OBVIOUS DEFECTS.**
- C. BONDING AND SHIELDING - FOR IMPROPER INSTALLATION AND POOR CONDITION.**
- D. ANTENNA INCLUDING TRAILING ANTENNA - FOR POOR CONDITION, INSECURE MOUNTING, AND IMPROPER OPERATION.**

ELECTRONIC/ELECTRICAL GROUP:

- A. WIRING AND CONDUITS - FOR IMPROPER ROUTING, INSECURE MOUNTING, AND OBVIOUS DEFECTS.**
- B. BONDING AND SHIELDING - FOR IMPROPER INSTALLATION AND POOR CONDITION.**
- C. EACH INSTALLED MISCELLANEOUS ITEM THAT IS NOT OTHERWISE COVERED BY THIS LISTING AND/OR HAS INSTRUCTIONS FOR CONTINUED AIRWORTHINESS - FOR IMPROPER INSTALLATION AND IMPROPER OPERATION.**

2. FLYING TEST :

Flight Test shall be carried out by the Inspection Team for 60 minutes in the air.

3. Other Tests:

Final test shall be conducted on the Aircraft after delivery of the Aircraft at the final destination i.e. Hamid Karzai International Airport for acceptance of the Aircraft to make sure that the Aircraft is in the same condition as was inspected and cleared by inspection team at the parking place.

PART III CONTRACT

SECTION 6	GENERAL CONDITIONS OF CONTRACT (GCC)
SECTION 7	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION 8	CONTRACT FORMS

SECTION 6 GENERAL CONDITIONS OF CONTRACT

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|-----------------------|-----|---|
| 1. Definitions | 1.1 | <p>The following words and expressions shall have the meaning hereby assigned to them:</p> <ul style="list-style-type: none">(a) "GOVERNMENT" means the Government of the Islamic Republic of Afghanistan.(b) "CONTRACT" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.(c) "CONTRACT DOCUMENTS" means the documents listed in the Contract Agreement, including any amendments thereto.(d) "CONTRACT PRICE" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.(e) "DAY" means calendar day.(f) "COMPLETION" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.(g) "GCC" means the General Conditions of Contract.(h) "GOODS" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.(i) "PURCHASER" means the entity purchasing the Goods and Related Services, as specified in the SCC.(j) "RELATED SERVICES" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.(k) "SCC" means the Special Conditions of Contract.(l) "SUBCONTRACTOR" means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.(m) "SUPPLIER" means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.(n) "THE PROJECT SITE", where applicable, means the place named in the SCC. |
| 2. Contract Documents | 2.1 | <p>Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be</p> |

correlative, complimentary and mutually explanatory. The Contract agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

- (i) "CORRUPT PRACTICE" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;
- (ii) "FRAUDULENT PRACTICE" is any actor omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party⁸ to obtain a financial or other benefit or to avoid an obligation;
- (iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties⁹ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "COERCIVE PRACTICE" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰;
- (v) "OBSTRUCTIVE PRACTICE" is
 - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Clause 11.

3.2 Should any employee of the Supplier or the Purchaser be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed and is liable to prosecution. As well as payment of penalties and compensation. Procurement Officials are also liable to administrative sanctions.

⁷ "ANOTHER PARTY" refers to a public official acting in relation to the procurement process or contract execution. In this context, "PUBLIC OFFICIAL" includes Government staff and employees of other organisations taking or reviewing procurement decisions.

⁸ a "PARTY" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁹ "PARTIES" refers to participants in the procurement process (including public officials) attempting to establish Bid prices at artificial, non competitive levels.

¹⁰ a "PARTY" refers to a participant in the procurement process or contract execution.

4. Interpretation
- 4.1 If the context so requires it, singular also means plural and vice versa.
- 4.2 *Incoterms*
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by *Incoterms*, as **stated in the SCC**;
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of *Incoterms* **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 Non-waiver
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.6 Severability
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5. Language
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6. Joint Venture 6.1 If the Supplier is a joint venture (JV), a consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the JV, consortium, or association. The composition or the constitution of the JV, consortium, or association shall not be altered without the prior consent of the Purchaser.
7. Eligibility 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8. Notices 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term "IN WRITING" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Afghanistan.
10. Settlement of Disputes 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

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| 11. Inspections and Audit by the Government | 11.1 The Supplier shall permit the Government and/or persons appointed by the Government to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government if required by the Government. The Supplier's attention is drawn to Clause 3, which provides, <i>inter alia</i> , that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines). |
| 12. Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 13. Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC . |
| 14. Supplier's Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15. Contract Price | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC . |
| 16. Terms of Payment | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p> <p>17.1 For goods manufactured outside the Islamic Republic of Afghanistan, the Supplier shall be entirely responsible for all taxes, including Business Receipt Tax, Sukok</p> |

17. Taxes and Duties
- Tax, stamp duties, license fees, and other such levies imposed outside the Islamic Republic of Afghanistan.
- 17.2 For goods Manufactured within the Islamic Republic of Afghanistan, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Islamic Republic of Afghanistan, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
18. Performance Security
- 18.1 If required as **specified in the SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract
- 18.3 As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format **stipulated by the Purchaser in the SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.
19. Copyright
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
20. Confidential Information
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Government or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21. Subcontracting
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. The subcontracts should not alter the bid in any material way. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
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- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 21.3 If any subcontracting valuing up to 20% of the performance of the contract granted without written consent of the procuring entity, or subcontracting exceeds 20% of the original contract value or the contract is granted as a whole to the subcontractor, the provision of this law as well as the procurement contract signed between the parties involved shall be breached and considered as violation resulting in forfeiture of the performance security and termination of the contract whereby the contractor shall be subject to prosecution under the Law.
22. Specifications and Standards
- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 5 Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such

codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

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| 23. Packing and Documents | 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. |
| | 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC , and in any other instructions ordered by the Purchaser. |
| 24. Insurance | 24.1 Unless otherwise specified in the SCC , the Goods supplied under the Contract shall be fully insured -in a freely convertible currency from an eligible country- against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable <i>Incoterms</i> or in the manner specified in the SCC . |
| 25. Transportation | 25.1 Unless otherwise specified in the SCC , responsibility for arranging transportation of the Goods shall be in accordance with the specified <i>Incoterms</i> . |
| 26. Inspections and Tests | 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC . |
| | 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Islamic Republic of Afghanistan as specified in the SCC . Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
| | 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/ or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses |
| | 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. |
| | 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical |

specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
 - 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
 - 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
27. Liquidated Damages
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
28. Warranty
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
 - 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
 - 28.3 Unless otherwise **specified in the SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
 - 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the

discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent
Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including Attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising

out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- | | |
|---|---|
| 30. Limitation of Liability | 30.1 Except in cases of criminal negligence or willful misconduct: <ul style="list-style-type: none">(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement. |
| 31. Change in Laws and Regulations | 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order, circular or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Islamic Republic of Afghanistan where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15 |
| 32. <i>Force Majeure</i> | <div>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of <i>Force Majeure</i>.</div> <div>32.2 For purposes of this Clause, "<i>FORCE MAJEURE</i>" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</div> <div>32.3 If a <i>Force Majeure</i> situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the <i>Force Majeure</i> event.</div> |
| 33. Change Orders and Contract Amendments | 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: |

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time
 - 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
 - 34.2 Except in case of *Force Majeure*, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
- 35. Termination
 - 35.1 Termination for Default
 - (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience. Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/ or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export
Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the Islamic Republic of Afghanistan, or to the use of the products/ goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

SECTION 7 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Amendments of, and Supplements to, Clauses in the GCC
GCC 1.1 (i)	The Purchaser is: Ariana Afghan Airline, Islamic Republic of Afghanistan
GCC 1.1 (n)	The Project Site(s)/ Final Destination(s) is/ are: CIP Final Destination, Hamid Karzai International Airport, <i>Kabul, Afghanistan</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by <i>Incoterms</i>
GCC 4.2 (b)	The version edition of <i>Incoterms</i> shall be: <i>Incoterms 2010</i>
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Zahidurahman Zakhilwal- Contract Manager Ariana Afghan Airlines - Street Address <i>Charahi Shaheed</i> City: <i>Kabul-</i> ZIP Code: Country: <i>Afghanistan</i> Telephone: <i>0093794075541</i> E-mail address: Pro.contract@flyariana.com
GCC 10.2	<p>(a) Contract with FOREIGN Supplier:</p> <p>GCC 10.2 (a) Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration, in a neutral place, <i>i.e.</i> not in the Islamic Republic of Afghanistan, neither in the supplier's country, in accordance with the UNCITRAL Arbitration Rules as at present in force. The number of arbiters shall be one. The language used in the arbitral proceedings shall be English.</p> <p>(b) Contracts with Supplier NATIONAL of the Islamic Republic of Afghanistan:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Islamic Republic of Afghanistan, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Afghanistan.</p>

GCC 13.1	N/A
GCC 15.1	The prices charged for the Goods supplied and the related Services performed SHALL NOT be adjustable.
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payments: The payments shall be paid through irrevocable letter of credit after receiving the aircraft. The firm shall submit the following documents for getting the payment against the LC:</p> <ul style="list-style-type: none"> a) Inspection Certificate issued by AAA b) Certificate of Receipt of Aircraft issued by AAA
GCC 16.5	<p>Not applicable as the payment shall be made through LC.</p> <p>Not applicable</p>
GCC 18.1	<p>A Performance Security Shall be required.</p> <p>The Supplier shall provide a Performance security of five (5) percent of the Contract Price, The Performance Security shall be denominated in the following amount and currencies:</p> <p>the Performance Security shall be in the currency or currencies of the bid and in proportion to the amounts of the currencies of the contract price</p>
GCC 18.3	<p>The Performance Security shall be in the form of Bank Guarantee in the format provided in Section 8.</p> <p>If the Performance Security is provided by a Bank located outside Afghanistan, it will have a correspondent bank in Afghanistan to make it enforceable.</p>
GCC 18.4	Discharge of the Performance Security shall take place after successful delivery of aircraft at the Final Destination and acceptance thereof by the Purchaser

GCC 23.1 and 23.2	N/A																								
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>And pursuant to GCC, Sub-Clauses 24.1, the Supplier must insure the Goods in an amount equal to 110 percent of the CIP price of the Goods from "Warehouse" (Parking place) to "Warehouse" (Hamid Karzai International Airport) on "All Risks" basis , including War Risks and Strikes.</p> <p>Add GCC Clause 24.2 as under:</p> <p>GCC 24.2 Should any loss or damage occur, the Supplier shall -</p> <p>a) initiate and pursue claim till settlement on behalf of purchaser, and</p> <p>b) promptly make arrangements for repair and/or replacement of any damage.</p>																								
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods to the specified place of destinations within the Purchaser's country, defined as Final Destination. Transport to such place of destination in the Purchaser's country, including insurance and other related charges shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>																								
GCC 26.1	<p>The inspections and tests shall be on the following aspects: - beside the inspection mentioned above the following may also be considered.</p> <table border="1"> <thead> <tr> <th>Srl No</th><th>Criteria</th></tr> </thead> <tbody> <tr> <td>1</td><td>Original Delivery Documents</td></tr> <tr> <td>2</td><td>Aircraft Manuals</td></tr> <tr> <td>3</td><td>Company Manuals</td></tr> <tr> <td>4</td><td>Current Certificates</td></tr> <tr> <td>5</td><td>Landing Gear RH MLG</td></tr> <tr> <td>6</td><td>Landing Gear LH MLG</td></tr> <tr> <td>7</td><td>Nose Landing Gear</td></tr> <tr> <td>8</td><td>Airplane Records</td></tr> <tr> <td>9</td><td>Engine #1 records</td></tr> <tr> <td>10</td><td>Engine #2 records</td></tr> <tr> <td>11</td><td>APU records</td></tr> </tbody> </table>	Srl No	Criteria	1	Original Delivery Documents	2	Aircraft Manuals	3	Company Manuals	4	Current Certificates	5	Landing Gear RH MLG	6	Landing Gear LH MLG	7	Nose Landing Gear	8	Airplane Records	9	Engine #1 records	10	Engine #2 records	11	APU records
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9	Engine #1 records																								
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11	APU records																								

GCC 26.2	The Inspections and tests shall be conducted at: The inspections and test will be done where the airplane is parked.
GCC 27.1	The liquidated damage shall be: 0.5 percent per week of the total amount of contract.
	The maximum amount of liquidated damages shall be: <i>Ten (10)</i> percent.
GCC 28.1	Not applicable
GCC 28.2	<p>The existing text is replaced with this :</p> <p>Supplier warrants that the Aircraft supplied shall be in the same physical condition and shall meet the criteria as offered by the bidder during the bidding process. Any minor deviation from the claimed state of the aircraft noticed at the time of inspection and before delivery of the aircraft shall be rectified by the supplier either by repairing or replacement of defective parts maximum within 20 days from the date of inspection, free of cost to the Purchaser. If the same is not possible then the price of the aircraft shall be adjusted with the estimated cost of such repair/replacement if the aircraft is found otherwise acceptable.</p>
GCC 28.3, 28.4, 28.5 and 28.6	Not applicable

ATTACHMENT: PRICE ADJUSTMENT FORMULA/ (NOT APPLICABLE)

If in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 [a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier
 P_0 = Contract Price (base price)
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent
 b = estimated percentage of labor component in the Contract Price
 c = estimated percentage of material component in the Contract Price
 L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively
 M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin

The coefficients a , b , and c as specified by the Purchaser, are as follows:

$a = [Insert\ value\ of\ coefficient]$

$b = [Insert\ value\ of\ coefficient]$

$c = [Insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its Bid.

Base date = thirty (30) days prior to the deadline for submission of the Bids

Date of adjustment = *[Insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture)

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SECTION 8 CONTRACT FORMS

Contract Forms

SDB/G/12	Notification of Award
SDB/G/13	Contract Agreement
SDB/G/14	Performance Security
SDB/G/15	Bank Guarantee for Advance Payment

NOTIFICATION OF AWARD
FORM SDB/G/12

Contract No:

Date:

To:

This is to notify you that your Bid dated *[Insert date, as day, month, year]* for the supply of goods and related services for *[Insert the name of project or contract]* for the Contract Price of *[Insert the amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Bidders (ITB) is hereby accepted by *[Insert the name of the Procuring Entity]*.

You are requested to proceed with the supply of the goods and the related services and note that this Notification of Award shall constitute the formation of a Contract, which shall only become binding upon you furnishing a Performance Security within twenty eight (28) days, in accordance with ITB Clause 44.1, and the signing of the Contract Agreement within twenty eight (28) days, in accordance with ITB Sub Clause 43.2.

We attach the Contract Agreement and Contract Documents for you perusal and signature.

Name and designation of authorized
Signatory

Signature

Date

:

CONTRACT AGREEMENT

FORM SDB/G/13

[The successful Bidder shall fill in this Form in accordance with the instructions indicated.]

THIS CONTRACT AGREEMENT is made the *[Insert the number]* day of *[Insert the month]*, *[Insert the year]*.

BETWEEN

- (1) *[Insert the complete name of the Purchaser]*, a *[Insert description of type of legal entity, for example, an agency of the Ministry of [Insert the name of the Ministry] of the Government of Afghanistan, or corporation incorporated under the laws of Afghanistan]* and having its principal place of business at *[Insert the address of the Purchaser]*, hereinafter called "THE PURCHASER", and
- (2) *[Insert name of the Supplier]*, a corporation incorporated under the laws of *[Insert the country of Supplier]* and having its principal place of business at *[Insert the address of the Supplier]*, hereinafter called "THE SUPPLIER".

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[Insert a brief description of the Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[Insert the Contract Price in words and figures, expressed in the Contract currency(ies)]*, hereinafter called "THE CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract (SCC)
 - (c) General Conditions of Contract (GCC)
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier's Bid and original Price Schedules
 - (f) The Purchaser's Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Islamic Republic of Afghanistan on the day, month and year indicated above.

Procurement of Used Boeing 737-500 Aircraft (2 Nos) for Ariana Afghan Airlines
NPA/AAA/96/ICB/G-1776

For and on behalf of the Purchaser

Signed: *[Insert the authorized authority signature]*

in the capacity of *[Insert the title or other appropriate designation]*

in the presence of *[Insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[Insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[Insert the title or other appropriate designation]*

in the presence of *[Insert identification of official witness]*

PERFORMANCE SECURITY

FORM SDB/G/14

[The bank, as requested by the successful Bidder, shall fill in this Form in accordance with the instructions indicated.]

Date: *[Insert the date (as day/month/year) of Bid Submission]*

IFB No. and Title: *[Insert the number and title of bidding process]*

Bank's Branch or Office: *[Insert complete name of Guarantor]*

BENEFICIARY: *[Insert the complete name of the Purchaser]*

PERFORMANCE GUARANTEE NO.: *[Insert Performance Guarantee number]*

We have been informed that *[Insert complete name of Supplier]*, hereinafter called "THE SUPPLIER" has entered into Contract No. *[Insert the contract number]* dated *[Insert day, month and year]* with you, for the supply of *[Insert a brief description of Goods and Related Services]*, hereinafter called "THE CONTRACT".

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[Insert amount(s)]*¹¹ *in figures and words* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, neither you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[Insert a number]* day of *[Insert month]* *[Insert year]*¹², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20 (a) is hereby excluded.

[Insert the signatures, names and designation of authorized representatives of the bank and the Supplier]

[Corporate seal]

¹¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹² Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. **The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank.** Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We AGREE TO A ONE-TIME EXTENSION OF THIS GUARANTEE FOR A PERIOD NOT TO EXCEED [SIX MONTHS] [ONE YEAR], IN RESPONSE TO THE PURCHASER'S WRITTEN REQUEST FOR SUCH EXTENSION, SUCH REQUEST TO BE PRESENTED TO US BEFORE THE EXPIRY OF THE GUARANTEE."

BANK GUARANTEE FOR ADVANCE PAYMENT

FORM SDB/G/15

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[Insert the date (as day/month/year) of Bid Submission]*

IFB No. and Title: *[Insert the number and title of bidding process]*

[Use the bank's letterhead]

BENEFICIARY: *[Insert the complete name of the Purchaser]*

ADVANCE PAYMENT GUARANTEE NO.: *[Insert Advance Payment Guarantee number]*

We, *[Insert Legal Name and Address of Bank]*, have been informed that *[Insert the complete Name and Address of the Supplier]*, hereinafter called "THE SUPPLIER", has entered into Contract No. *[Insert the contract number]* dated *[Insert the date of the Agreement, as day, month, year]* with you, for the supply of *[Insert types of Goods to be delivered]*, hereinafter called "THE CONTRACT".

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[Insert the amount(s)]*¹³ *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[Insert the number and domicile of the account]*.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[Insert a date]*¹⁴.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Insert the signature(s) of authorized representative(s) of the bank.]

¹³ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. **The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank.** Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "WE AGREE TO A ONE-TIME EXTENSION OF THIS GUARANTEE FOR A PERIOD NOT TO EXCEED [SIX MONTHS] OR [ONE YEAR], IN RESPONSE TO THE PURCHASER'S WRITTEN REQUEST FOR SUCH EXTENSION, SUCH REQUEST TO BE PRESENTED TO US BEFORE THE EXPIRY OF THE GUARANTEE."