

Date of Issue of Request: **17 February 2019**
Ref. No. TDH/AFG/2019/001

To:

Subject: Letter of Invitation

Contract Ref **RFSQ No. TDH/AFG/2019/001 – DOC**

Project Name: **Road works at Rustaq district of Takhar Province**

Dear Sir/Madam:

1. Context

Ministry of Rural Rehabilitation and Development (MRRD) and the Swiss Agency for Development and Cooperation (SDC) signed an agreement for the implementation of the Rustaq Labour Based Road Construction (LBRC) Project.

Terre des hommes Foundation (Tdh), Afghanistan is mandated by SDC for implementing the LBRC project program, now invites bids from eligible consultant/contractor's bidders for the supply and application of gravel wearing course on selected road section in Takhar Province, located 13 km south from Rustaq town along LBRC road section 2.

2. The Assignment

The objective of the road works aims to provide all year-round better access to the district center through rehabilitating and upgrading of LBRC 35.4 km of roads. The proposed sealed pavement using a concrete pavement on steep road sections prevents gravel loss and improves basic access.

The application of gravel wearing course is foreseen road gradient <6% gradient and fulfils two purposes. First of all, a well-compacted gravel surface with a good camber or cross slope prevents water from penetrating into the road body and thereby avoids surface water from compromising its bearing capacity.

All work is carried out in full compliance with MRRD standard manual and engineering design, technical specifications and other contract documents.

Interested eligible "Contractors for the road works" may obtain further information from the Employer at the address:

Terre des hommes Delegation,
Main office, Kabul at Taimani Wat, Street 5, Opp. Haji Moh. Dad Mosque,
H.No.140, PD 10, Kabul, Afghanistan Tel. 0707886274, during Afghanistan office hours, Email:
af.naziri@gmail.com or khalid.aseer@tdh.ch.

3. Request for Proposal

The RFP includes the following documents:

Bidding Procedure

Section 0	Invitation for Bids (IFB)
Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)



5. Request for Construction

The RFP includes the following documents:

Bidding Procedure

Section 0	Invitation for Bids (IFB)
Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility

Works Requirements

Section VI	Scope of Works (including topographic survey data / geotechnical investigation report and design note for design & build information)
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Condition of Contract and Contract Forms

Section VII	General Conditions of Contract (GCC)
Section VIII	Special Condition of Contract (SCC)
Section IX	Contract Forms

Project background information

- Technical Note for construction & Build offer
- LBRC Road Overview map
- Invitation form bid
- Bid form for two wash(Causeways)
- Declaration form for two wash
- Volume Sheet for wash (Causeway 25m)
- Causeway 25M, drawing
- Volume sheet for wash 30m
- Causeway 30M, drawing
- Side pictures for two causeways locations
- General conditions short
- Tdh Policy Prevention against the financing of criminal activities

6. Award criteria

"Construction-build contractor" will be selected in accordance with the Quality and Cost Based Selection (QCBS) method. Please note that submission of quotation by a construction-build contractor does not imply any obligation on the part of Terre des hommes Delegation to award the contract.

Eligibility criteria for award of contract are:

- Qualification, and experience of the construction/build contractor firm in the field of assignment, organizational, managerial and technical capabilities of the firm,
- Qualification / experiences of key staff for the assignment,
- Proposed work method and construction schedule,
- Experiences in work organization in management of infrastructure construction including, causeways and drainage structures,
- Presentation of quality assurance and control plan,
- Costing for detailed construction of two causeways.

7. Submission

The quotation "construction & build" must be delivered either in three (2) hard copies plus a soft copy in a sealed envelope clearly marked: **Build Contract for two causeway at Rustaq district of Takhar Province** to the address above) or could be submitted by e-mail attachment (pdf file format) to the address above by no later than **March 12, 2019 at 3:00 PM** (local time).

Sincerely,

Dr. Erhard Bauer
Country Representative Terre des homes in Afghanistan.




Rustaq Labour Based Road Construction (LBRC) Project

REQUEST FOR PROPOSAL

Road Works

**Gravel Wearing Course and Concrete Pavement
at Rustaq district of Takhar Province, Afghanistan**

Employer: Terre des hommes Foundation, Afghanistan

Funding: Swiss Agency for Development and Cooperation (SDC)

Ref. No. TDH/AFG/2019/001

Issued on: 17 February, 2019

Preference

Since its creation in 1960, the mission of Terre des hommes Foundation Lausanne (Tdh) has been to come to the aid of children in need. It endeavors at all times to defend the rights of children, in times of war and natural disasters, or in less publicized situations of distress.

Today, the Terre des hommes Foundation is a significant force among children's aid organizations in Switzerland and throughout the world. It is the largest non-governmental organization (NGO) for children's aid in Switzerland. Tdh has development projects and emergency relief programs in more than 30 countries. This engagement is financed by individual and institutional donations, of which 86% flows directly into the Tdh programmers.

Terre des hommes was founded in 1960. The values and mission of Terre des hommes remain the same as those that founder Edmond Kaiser set down in the 1960 charter. Over the last more than fifty years, Terre des hommes has developed in two core areas: healthcare and child protection. Every year, Tdh offers sustainable solutions and a better future for over one million children and their relatives.

Terre des hommes (Tdh) has been active in Afghanistan since 1995 and carries out projects related to child protection, mother and child health, rural economic development. In 2014, more of 108,000 people benefited from activities of Tdh. Afghanistan has been a country in conflict for more than 30 years, leading to poor infrastructure and services. There are numerous security risks for the civil population, leading to large-scale displacement and numerous internally displaced people camps, especially in Kabul. Access to basic services such as education and healthcare is far from guaranteed. The social protection net doesn't exist, and in general, the social agenda is not recognized as a priority. Children constitute a vulnerable and risk prone category.

Our intervention in Afghanistan includes but not limited to:

Child protection – A growing trend of internal and external migration is causing the exile of a number of minors, forcing them to provide for their own needs or supply the family income. This generates an increase in juvenile delinquency. Tdh works with the government to support children in conflict with the law by improving the existing legal framework (alternatives to detention) and support to children in juvenile rehabilitation centers. Tdh organizes training sessions for law enforcement agencies, judges and social workers. Tdh also assist street children by providing access to food, basic education, hygiene and health support.

Mother and child health – Tdh helps children and their mothers to benefit from rights to healthcare, food and hygiene. Tdh advises and assists pregnant women, mothers of newborn infants or malnourished children. Tdh staff provides psychological support to victims of domestic violence. During humanitarian crises, Tdh ensures access to drinking water and sanitary facilities, improves hygiene in the affected communities.

Rural economic development and natural resources management – Tdh helps families in the most remote and poorest areas in order to generate income to combat child poverty and labor on construction of road and Child protection activities with the frame of the LBRC project.

Terre des hommes Foundation Lausanne (Tdh) is a Swiss child aid foundation, It endeavors at all times to defend the rights of children, in times of war and natural disasters, or in less publicized situations of distress. Tdh has been working in Afghanistan since 1995 and carry out projects related to mother child health, child protection and juvenile justice and livelihood development program. Tdh is currently engaged in three provinces Kabul, Takhar, and Nangarhar.

This Request for Proposals ("RFP") has been prepared by Rustaq Labour Based Road Construction (LBRC) Project and is based on the Standard Request for Proposals ("SRFP") issued by the Asian Development Bank, dated August 2013.

The SRFP reflects the structure and the provision of the Master Documents for Selection of Consultants and Contractors by the Ministry of Rural Rehabilitation and Development (MRRD), except where specific considerations within the implementing Agency (Terre des hommes) have required a change for design - build contract.

Content of RFP

Bidding Procedure

Section 0	Invitation for Bids (IFB)
Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility

Works Requirements

Section VI	Scope of Works
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Condition of Contract and Contract Forms

Section VII	General Conditions of Contract (GCC)
Section VIII	Special Condition of Contract (SCC)
Section IX	Contract Forms

Section 0

Invitation for Bids (IFB)

Road Works for:

- Road gravel wearing course – supply of gravel materials and compaction for gravel road works along LBRC road section #2, and
 - Concrete pavement along LBRC road section #1, #2 and #3
- at Rustaq district of Takhar Province, Afghanistan

Date of Issue of Request: **17 February 2019**
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Subject: Letter of Invitation

Contract Ref **RfSQ No. TDH/AFG/2019/001 – DOC**

Project Name: **Road works at Rustaq district of Takhar Province**

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Terre des hommes Foundation (Tdh), Afghanistan is mandated by SDC for implementing the LBRC project program, now invites bids from eligible consultant/contractor's bidders for the supply and application of gravel wearing course on selected road section in Takhar Province, located 13 km south from Rustaq town along LBRC road section 2.

2. The Assignment

The objective of the road works aims to provide all year-round better access to the district center through rehabilitating and upgrading of LBRC 35.4 km of roads. The proposed sealed pavement using a concrete pavement on steep road sections prevents gravel loss and improves basic access.

The application of gravel wearing course is foreseen road gradient <6% gradient and fulfils two purposes. First of all, a well-compacted gravel surface with a good camber or cross slope prevents water from penetrating into the road body and thereby avoids surface water from compromising its bearing capacity.

All work is carried out in full compliance with MRRD standard manual and engineering design, technical specifications and other contract documents.

Interested eligible "Contractors for the road works" may obtain further information from the Employer at the address:

Terre des hommes Delegation,
Main office, Kabul at Taimani Wat, Street 5, Opp. Haji Moh. Dad Mosque,
H.No.140, PD 10, Kabul, Afghanistan Tel. 0707886274, during Afghanistan office hours, Email:
af.naziri@gmail.com or khalid.aseer@tdh.ch.

3. Request for Proposal

The RFP includes the following documents:

Bidding Procedure

Section 0	Invitation for Bids (IFB)
Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)

Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligibility Criteria and Social and Environmental Responsibility

Works Requirements

Section IV	Technical Specification for road gravel wearing course and compaction & build information
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Condition of Contract and Contract Forms

Section V	Tender Form for gravel wearing course and compaction, Section VIII Special Condition of Contract (SCC)
Section VI	Additional information form

Project background information

- LBRC Road Overview map
- Cross Section of LBRC Road
- Technical Specification for road gravel wearing course and compaction in road section two
- Tender Form for gravel wearing course and compaction
- Additional information form
- Tdh General conditions for procurement contract
- Tdh code of conduct
- Tdh child safeguarding policy
- Tdh Policy Prevention against the financing of criminal activities

4. Submission

The quotation "implementation" must be delivered either in three (3) hard copies in a sealed envelope clearly marked: **Road Works at Rustaq district of Takhar Province** to the address above) by no later than **March 12, 2019 at 3:00 PM (local time)**.

Sincerely,

Dr. Erhard Bauer
Country Representative Terre des homes in Afghanistan

Bidding Procedure

Section I

Instructions to Bidders (ITB)

This part, Instruction to Bidders (ITB), of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and on contract award.

Instructions to Bidders (ITB)

A. General

- 1. Issuance of RFP**

This Request for Proposal (RFP) issued by Terre des hommes Foundation, Afghanistan (Employer) constitutes a request to eligible consultant/contractors (implemented Contractor) to submit Proposal to implementation of road gravel wearing course with compaction (the Project)) in Takhar Province, located 13 km south from Rustaq town along LBRC road section 2 along to the Kokcha river.
- 2. Scope of Bid and Goals**

The project involves the implementation of Road gravel wearing course with compaction in section 2 Rustaq, Chakar watershed area.

The Employers primary goals for the Project include the following:

 - Deliver a cost-effective project,
 - Provide a high quality, durable project that will require minimal future maintenance,
 - Provide a work method and organization which allows efficient and fast construction implementation without compromising quality issues.
- 3. Source of Funds**

The Employer **specified in the BDS** has received or has applied for financing (hereinafter called "funds") from the Swiss Agency for Development (hereinafter called "the Agency") toward the project named in the BDS. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 5. Corrupt and Fraudulent Practices**

 - 5.1 The Agency and Employers requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 5.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Agency to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency.
- 6. Eligible Bidders**

 - 6.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 6.2—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
 - 6.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
- (h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Agency throughout the procurement process and execution of the contract.

- 6.3 The Agency's eligibility criteria to bid are described in Section V – Eligibility criteria and social and environmental responsibility
- 6.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 6.5 This bidding is open only to prequalified Bidders unless specified in the BDS.
- 6.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

7 Eligible Materials, Equipment, and Services

The materials, equipment and services to be supplied under the Contract and financed by the Agency may have their origin in any country subject to the restrictions specified in Section V, Eligibility criteria and social and environmental responsibility, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Documents

8 Sections of Bidding Documents

- 8.1 The Bidding Documents consist of three parts, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8

Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V Eligibility Criteria and Social and Environmental Responsibility

Works Requirements

- Section VI. Scope of Works

Conditions of Contract and Contract Forms

- Section VII. General Conditions (GCC)
- Section VIII. Special Condition of Contract (SCC)
- Section IX. Contract Forms

- 8.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 8.2 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of

any contradiction, documents obtained directly from the Employer shall prevail.

- 8.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

9 Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 9.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 9.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 9.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 9.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 9.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 9.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

10 Amendment of Bidding Documents

- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 10.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

- 10.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

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| 11 Cost of Bidding | 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 12 Language of Bid | 12.2 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, 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 in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 13 Documents Comprising the Bid | <p>13.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid in accordance with ITB 12; (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14; (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 21; (d) alternative bids, if permissible, in accordance with ITB 15.1; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2; (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 14; (g) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 6.5, the Bidder's qualifications to perform the contract if its Bid is accepted; (h) Technical Proposal in accordance with ITB 18; (i) any other document required in the BDS. <p>13.2 In addition to the requirements under ITB 13.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p> <p>13.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p> |
| 14 Letter of Bid, Statement of Integrity and Schedules | 14.1 The Letter of Bid, the Statement of Integrity and Schedules, including the Bill of Quantities for unit price contracts or the schedule of price in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The Letter of Bid and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.4. All blank spaces shall be filled in with the information requested. |
| 15 Alternative Bids | <p>15.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.</p> <p>15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> |

16 Bid Prices and Discounts

- 15.3 Except as provided under ITB 15.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 15.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section VII, Works Requirements.
- 16.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 16.2 The Bidder shall submit a bid for the whole of the Works described in ITB 1, by filling in price(s) for all items of the works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
- 16.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
- 16.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid.
- 16.4 Unless otherwise specified in the BDS and the Contract, the rate(s) and price(s) quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 16.5 Unless otherwise specified in the BDS and the Contract, the rate(s) and price(s) quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 16.6 If so specified in ITB 1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 16.4, provided the bids for all lots (contracts) are opened at the same time.
- 16.7 Unless otherwise specified in the BDS, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

17 Currencies of Bid and Payment

- 17.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS.

- 17.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 18 Documents Comprising the Technical Proposal**
- 18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.
- 19 Documents Establishing the Qualifications of the Bidder**
- 19.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 6.5, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 19.2 If a margin of preference applies as specified in accordance with ITB 35.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 35.1.
- 19.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.
- 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 Employer in accordance with ITB 24.1. A bid valid for a shorter period shall be rejected by the Employer as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer 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 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity 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 18.3.
- 20.3 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 determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.
- 21 Bid Security**
- 21.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security as specified in the BDS, in original form and, in the case of a bid security, in the amount and currency specified in the BDS.

- 21.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 21.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified in the BDS, from a reputable source from an eligible country as specified in Section V-Eligibility criteria and social and environmental responsibility. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 21.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB 42.
- 21.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (i) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (j) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 43; or
 - (ii) Furnish a performance security in accordance with ITB 45.
- 21.8 The bid security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 6.1 and ITB 13.2.
- 21.9 If a bid security is **not** required in the BDS pursuant to ITB 21.1, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder, or
 - (b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 45;
 - (c) the Employer may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.
- 22 Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." 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

- 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. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 22.5 Email attached submitted bid (scanned bid documentation) shall be valid using a common file format (PDF).

D. Submission and Opening of Bids

23 Sealing and Marking of Bids

- 23.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 1;
 - (c) bear the specific identification of this bidding process specified in the ITB 1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 23.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

24 Deadline for Submission of Bids

- 24.1 Bids must be received by the Employer at the address and no later than the date and time specified in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bids

- 25.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer 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, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 13 and ITB 14 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

- 26.2 Bids requested to be withdrawn in accordance with ITB 25.1 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 Letter of Bid or any extension thereof.

27 Bid Opening

- 27.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 27 all bids received by the deadline (regardless of the number of bids received), at the date, time and place specified in the BDS, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, 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. 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 bids 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 total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security or bid-securing declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Schedules are to be initialed by a minimum of three representatives of the Employer attending bid opening. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 27.1).
- 27.4 The Employer 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 (contract) if applicable, including any discounts and alternative bids; 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 record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

28 Confidentiality

- 28.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 42.

- 28.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 29 Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected
- 30 Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 31 Determination of Responsiveness**
- 31.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 13.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works Requirements have been met without any material deviation, reservation or omission.
- 31.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission
- 32 Nonmaterial Nonconformities**
- 32.1 Provided that a bid is substantially responsive, the Employer may waive any nonmaterial non conformities in the Bid.
- 32.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 32.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- 33 Correction of Arithmetical Errors**
- 33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) Only for admeasurement contracts, 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, only for admeasurement contracts, 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.
- 33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.
- 34 Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35 Margin of Preference**
- 35.1 Unless otherwise specified in the BDS, a margin of preference for domestic bidders¹ shall not apply.
- 36 Subcontractors**
- 36.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.
- 36.2 In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer, or may name another specialized subcontractor meeting the requirements specified in the prequalification phase.
- 36.3 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III 4.2 Experience. When subcontracting is permitted by the Employer, the specialized subcontractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.
- 37 Evaluation of Bids**
- 37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 37.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 16.4;

¹ An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 30 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer, have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 30 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3;
- (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

37.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

37.5 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate or seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

38 Comparison of Bids

38.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 39.2 to determine the most economic evaluated bid.

39 Qualification of the Bidder

39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1.

39.3 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 Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily

40 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

40.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

41 Award Criteria

41.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the economist 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.

- 42 Notification of Award**
- 42.2 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.
- 43 Signing of Contract**
- 43.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 44 Performance Security**
- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section X –Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 42.2 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 Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II

Bid Data Sheet (BDS)

Section II. Bid Data Sheet (BDS)

A. Introduction	
ITB 1 Request for Proposal	<p>The number of the Invitation for Bids is : TDH/AFG/2019/001</p> <p>The Employer is: Terre des hommes Delegation, Main office, Kabul at Taimani Wat, Street 5, Opp. Haji Moh. Dad Mosque, H.No.140, PD 10, Kabul, Afghanistan Tel. 0707886274, during Afghanistan office hours, Email: af.naziri@gmail.com or khalid.aseer@tdh.ch.</p> <p>The name of the Project is: Rustaq Labors Based Road Construction (LBRC) Project - Road Works in Takhar Province, located 30 km south from Rustaq town.</p>
ITB 4.1 Procurement overview	<p>This Bidding Process is subject to: one stage approach without company pre-qualification</p> <p>Request for Proposal: February 17, 2019</p> <p>Deadline for bid submission: March 12, 2019 (15:00 pm, Kabul time)</p> <p>Award of contract: no later than March 25, 2019</p> <p>Maximum number of members in the JV or Sub-contracting companies: is limited two (2) Joint Venture/sub-contracting partners.</p>
ITB 5 Corrupt and Fraudulent Practices	<p>Corruption and Fraudulent Practice: The bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. LBRC will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.</p>
B. Bidding Documents	
ITB 9.1 Address	<p>For clarification purposes only, the Employer's address is: Terre des hommes Delegation, Main office, Kabul at Taimani Wat, Street 5, Opp. Haji Moh. Dad Mosque, H.No.140, PD 10, Kabul, Afghanistan Tel. 0707886274, during Afghanistan office hours, Email: af.naziri@gmail.com or khalid.aseer@tdh.ch.</p>
ITB 9.2	<p>Access to site: Transportation access from Access Taloqan need to consider bridge weight limitation over Kokcha river (bridge close to bridge construction site)</p>
ITB 9.4	<p>A Pre-Bid meeting shall not take place. A site visit conducted by the Employer or the Engineer will not be organized.</p>
ITB 12.1 Language	<p>The language of the bid is: English All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p>
ITB 13.1 (b) Bid Documents	<p>The following schedules shall be submitted with the bid: Schedule of Prices for: i/ Application of Road gravel wearing course along LBRC road section #2; ii/ Application of concrete pavement on steep road gradient >6% along LBRC road section #1, #2 and #3; ii/ Post construction stage (handing over / as built documentation).</p>

ITB 13.2	The Bidder shall submit with its bid the following additional documents: <ul style="list-style-type: none"> - Technical report describing Consultant organization, work methodology, implementation schedule, quality assurance plan and security plan due to the security risks and concerns in Afghanistan
ITB 15.1	Alternative bids is not applied
ITB 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not applied
ITB 16.5	The prices quoted by the bidder shall be: not subject to Price adjustments
ITB 17.1	The currency of the bid and the payment currency shall be in: US Dollar
ITB 20.1	Bid for design & build should be valid for a period of forty-five (45) days from the deadline for receipt of bid(s) (including date of submission).
ITB 21.1	A Bid Security is required: Yes
ITB 21.3	<p>Bids must be valid for a period as mentioned under ITB 20.1. The bid must be accompanied by a bid security amounting to a minimum of US\$ 8,000 (words US Dollar eight thousand only), which shall be valid for 30 days beyond the validity period of the bid as mentioned under ITB 20.1 above. The Bid Security shall be at the Bidder's option, in any of the following forms:</p> <p>(a) an unconditional bank guarantee from "A" class commercial bank or;</p> <p>(b) a cash deposit voucher in the Employer's Account as specified hereunder;</p> <p>Account Name : M/S Tdh Rustaq</p> <p>A/C Number (Current Ac.) : 0802-01802758</p> <p>Bank Name : Alfalsh Ltd</p> <p>Bank Address (Branch) : Charahi sidarat, Share Naw , Kabul, Afghanistan</p> <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Bidding Forms or in another Form acceptable to the employer.</p>
ITB 22.1	In addition to the original of the bid, the number of copies is: 2 (two) or submission as a email attachment
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: A power of attorney established in the name of the signatory of the bid
D. Submission and Opening of Bids	
ITB 24.1	<p>For bid submission purposes only, the Employer address is:</p> <p>Terre des hommes Delegation, Main office, Kabul at Taimani Wat, Street 5, Opp. Haji Moh. Dad Mosque, H.No.140, PD 10, Kabul, Afghanistan Tel. 0707886274 during Afghanistan office hours, Email: af.naziri@gmail.com or khalid.aseer@tdh.ch.</p> <p>The deadline for bid submission is: Date: March 12, 2019 Time: 15:00 PM [Kabul Time] Bidders have the option of submitting their bids as an email attachment in a common data format.</p>
E. Evaluation, and Comparison of Bids	
ITB 34.1 Conversion to single currency	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices(s) expressed in various currencies into a single currency is: US\$</p> <p>The source of exchange rate shall be: Da Afghanistan Bank (Central Bank of Afghanistan).</p> <p>The date for the exchange rate shall be: 14 days prior to submission deadline.</p>

ITB 35.1 Margin of preference	A margin of preference <i>does not apply</i> .
ITB 36.1 Sub consultant	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance
ITB 37.4 Evaluation of bids	Bidders: <i>N/A</i>
ITB 38 Bid evaluation	Criteria: <i>N/A</i>

Section III

Evaluation and Qualification Criteria

Section III Evaluation and Qualification Criteria

1. Evaluation

In addition to the criteria listed in ITB and Invitation of Bids the following criteria shall apply:

1.1 Proposal Evaluation

Project representative of LBRC under guideline of LBRC Technical Advisor will evaluate all responses received by the deadline. A 100 point will be used to create the final evaluation and recommendation for no objection by the Funding Agency.

The assessment of bids for road works (gravel wearing course and concrete pavement) comprise (a) evaluation of the submitted construction method and construction schedule, (b) Bidder's technical capacity to mobilize key equipment and key personnel to carry out the works, (c) Bidder experiences in similar assignments and (d) cost proposal for detailed design and construction.

1.2 Factors and Weighting on Which Proposal Will Be Judged

#	Criteria factor	Weight factor %
1	Description of work methodology, work organization and work sequences and schedule to ensure handing over road works by end of September 2019	70%
	1a Work methodology for gravel wearing / quarry selection / transport	15%
	1b Works methodology for concrete pavement works, description of work sequences, work organization and provision of construction details for concrete pavement works	70%
	1b Work schedule	15%
2	Bidders technical capacity and key personal	15%
	2a Quality management plan into filed scenario responses	15%
	2b Key personal experiences and availability	85%
3	Bidders experiences in similar assignment, responder's background, financial resources and experiences with similar work, ability and experiences in handling project with similar constraints, and record of past performance including ability to control costs and quality cost	15%
4	Cost proposal (Lump sum) for design and construction	20%

2. Qualification

2.1 Legal documents

Legal registration license indicating the validity of the company's licence from Ministry of Commerce and Industries (MoCI).

2.2 General and Specific Experience

- i/ **Road Experience:** At least two contracts with a total value of >USD 2.5 million as contractor or sub-contractor over the last ten years

- ii/ **Specific Road upgrading experiences:** At least two upgrading road projects with similar size (20 km) and scope as contractor or sub-contractor with a total value of >USD 2.5 million during the last ten years
- iii/ **Specific Road concrete pavement experiences:** At least one road project with >5km of concrete pavement length and contract amount > USD 0.6 million

2.3 Financial Resources

Using the relevant Forms FIN 3.3 and FIN 3.4 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

2.4.1 Single entity:

- Total amount of turnover (proof: audit reports or bank statements) 1Y + 2Y + 3Y) minimum US\$ 1.5 million, minimum annual turnover of US\$ 400,000 in average in last three year.
- Cash flow: US\$ 100,000 on amount or as line of credit confirmation from a recognised bank.

2.4.2 Joint Venture:

- Turnover:
Lead company see above (2.4.1) as required for a single entity. Partner, 50% of the requirement for lead joint venture partner.
- Cash flow:
Lead company see above (2.4.1) as required for a single entity. Partner, 40% of the requirement for lead joint venture partner.

2.4.3 Sub-contractor or Sub-consultant:

The above criteria (2.4.1 and 2.4.2) do not apply for any sub-contractor or sub-consultant.

2.5 Personal

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

2.5.1 Key position / Qualification key personal

No.	Position / Qualification requirements	Total Work Experience (year)	In similar Works experience (years)
1	Project Manager (B.Sc. in Engineering, Project Management, Masters preferred; Minimum Experience 10 years, specific experience in infrastructure projects in Afghanistan of at least five years; In-depth knowledge of reporting/documentation procedures applied by international donors and Afghan Government; Excellent communication skills, Fluent in Pashto, Dari and English.	10	5
2	Road / Structural Design / B.Sc. in Civil Engineering, Masters preferred; Minimum Experience 10 years, at least seven years of experience in design and supervision of infrastructure projects (e.g. roads, bridges, road pavement etc.); familiarity with standards/norms applied in Afghanistan; Knowledge of engineering software applied for projects in Afghanistan; Excellent communication skills, Fluent in Pashto, Dari and English.	10	7
3	Quality Control (QC) / Material Engineer/ B.Sc. in Civil Engineering; Minimum 7 years of experience, with at least 5 years of experience in QC of infrastructure projects; Excellent technical reporting skills; Fluent in Pashto, Dari and English.	7	5
4	Site Engineer 1 / (B.Sc. in Civil Engineering,; Minimum 7 years experience, at least five years experience in supervision & monitoring of road projects; experiences with sealed road pavement systems, experiences in concrete pavement would be an advantage. Good reporting skills; Excellent communication skills; Fluent in Pashto, Dari and English)	7	5

5	Site Engineer 2 / (B.Sc. in Civil Engineering,; Minimum 7 years experience, at least five years experience in supervision & monitoring of road projects; experiences with sealed road pavement systems, experiences in concrete pavement would be an advantage. Good reporting skills; Excellent communication skills; Fluent in Pashto, Dari and English)	7	5
6	Site Engineer 3 / (B.Sc. in Civil Engineering,; Minimum 7 years experience, at least five years experience in supervision & monitoring of road projects; experiences with sealed road pavement systems, experiences in gravel wearing courses would be an advantage. Good reporting skills; Excellent communication skills; Fluent in Pashto, Dari and English)	5	3
7	Site Engineer 4 / (B.Sc. in Civil Engineering,; Minimum 7 years experience, at least five years experience in supervision & monitoring of road projects; experiences with sealed road pavement systems, experiences in concrete pavement and gravel wearing courses would be an advantage. Good reporting skills; Excellent communication skills; Fluent in Pashto, Dari and English)	5	3

Admin/ Finance and Support staff (technical and non-technical) should be considered within the proposal by the bidder.

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms

2.3 Equipment

The Bidder must demonstrate that it has the all the key equipment available for the proposed work method and schedule for the construction of the two bridges.

The Bidder shall provide details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

Section IV

Bidding Forms

Letter of Bid

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]

Date:

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.4.
- (d) We offer to execute in conformity with the Bidding Documents the following Works:

Scope of works

Lump-sum in US\$

Road section #2

- Concrete pavement in curves – 3.0 km length
- Concrete track lane pavement – 8.2 km length
- Waiting bays 30 pcs
- Gravel wearing course – 6.0 km length

Subtotal Road Section 2

Road section #1

- Concrete pavement in curves – 270 meter
- Concrete track lane pavement – 2.6 km

Subtotal Road Section 1

Road section #3

- Concrete pavement in curves – 300 meter
- Concrete track lane pavement - 1.2 km

Subtotal Road Section 3

Total Lump Sum amount road 1/2/3, excluding taxes in US\$

Total Tax amount in US\$

Total Bid offer in US\$ including Taxes

- (e) Our bid shall be valid for a period of two months days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents
- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

[If none has been paid or is to be paid, indicate "none."]

- (h) 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; and
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above

Date signed _____ day of _____, _____

Enclosed:

- A.1 Form - Statement of Integrity
- A.2 Design Concept Report with annexes
- A.3 Form Equipment List (Form EQU)
- A.4 Form Proposed Personal Design and Road Gravel Construction – (Form PER-1 and Form PER-2)
- A.5 Form Qualification of Company – (Form QUA)
- A.6 Form Financial Resources – (Form FIN – 1)
- A.7 Form Current Contract Commitment / Works in Progress – (Form FIN – 2)
- A.8 Form Bid Security

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Appendix to Bid

A.1 Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid : ("Contract")

To: ("Contracting Authority")

1. We recognize and accept that *Swiss Agency for Development and Cooperation* ("SDC") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between Terre des homes Delegation Afghanistan and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganization or being in any analogous situation arising from any similar procedure;
 - 2.2) having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract²;
 - 2.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an SDC-financed contract;
 - 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debar>⁴;
 - 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

² In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this SDC-financed contract.

³ In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this SDC-financed contract.

⁴ In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this SDC-financed contract.

- 3.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 3.4) being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) in the case of a works or goods procurement procedure:
 - i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform SDC, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
 - 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
 - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
 - 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.
 - 6.6) Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Switzerland.
 - 6.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures

such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.

7. We, as well as members of our joint venture and our subcontractors authorise SDC to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by SDC.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the bid in the name and on behalf of⁵ _____

⁵ In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.

Appendix to Bid

A.3 Construction Equipment- Form EQU

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria).

A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide information on equipment to be used for implementing the assignments, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

A.4 Personnel - Form PER

A.4.1: Proposed Personnel (Form PER-1)

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section-III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership of Professional Societies:

Detailed Tasks Assigned:

(list tasks that the staff will carry out; match to the objectives of the project)

Key Qualifications:

Give an outline for staff member's experience and training most relevant to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about 1/2 to 3/4 page.

Education:

Summarize college/university and other specialized education of staff member, giving names of schools dates attended, and degrees obtained in the following order:

- Highest degree, discipline, university name, state, country, year
- Next level, etc....

Employment Record:

Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experiences in the last 10 years, also give types of activities performed and client references where appropriate. Use about 2 pages. If someone has been employed at one organization but has moved up in ranks, please list from the earliest date of employment and the latest position. Note that previous positions held at the organization included other positions. I.E., 1969-Present, Oregon State University - Professor of Education. Previous positions include Adjunct Professor of Education, Assistant Professor, etc....

Year -Present Position and Employer.

Brief description of duties/responsibilities.

Selected Consultancies

Identify relevant consultancies using the following format:

Year, Position, Name of Project, Country, description of duties.

(i.e - 1993-1994, Agricultural Analyst, Agricultural Policy Development Project, Burundi. Responsible for etc....)

Languages:

(For each language indicate proficiency: excellent, good, fair or poor in speaking, reading and writing. i.e.

English - excellent speaking, reading, and writing; Bengali - good speaking and reading, poor writing, etc...)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes me, my qualifications and my experience.

Signature of Staff Member or authorized official from the firm

Day/Month/Year

A.5 Form QUA – Form Qualification Company

The Bidder shall information to demonstrate similar assignment experiences.

2: Construction Company Experiences - Construction

S.N	Name of Assignment	Location	Value of Contract	Year Completed	Client	Description of Work Carried Out
1						
2						
3						
4						
5						
6						
7						
8						

A.6 Form FIN -1; Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)*
1		
2		
3		

* : convert all indicated amount into Euro; Exchange rate source: Da Afghanistan Bank (rate 14 days prior to bid submission deadline)

A.7 Form FIN – 2; Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]*	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month)]*
1					
2					
3					
4					
5					

* : convert all indicated amount into Euro; Exchange rate source: Da Afghanistan Bank (rate 14 days prior to bid submission deadline)

A.8 – Form Bid Security

Beneficiary: [Insert the Employer: Agency] _____

Invitation for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Section V

Eligibility Criteria, Social and Environmental Responsibility

Section V - Eligibility Criteria, Social and Environmental Responsibility

Eligibility in SDC Financed Procurement

1. Financing allocated by SDC following procurement guidelines. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods and services are eligible for SDC financing regardless of the country of origin of the supplier, contractor, provider or sub-contractors, inputs or resources used in the implementation processes.
2. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded an SDC-financed contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - i) are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - ii) have been convicted within the past five years by court decision, which has the force of *res judicata* in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this SDC-financed project;
 - iii) are listed for financial sanctions by the United Nations, the European Union and/or Switzerland for the purposes of fight against terrorist financing or threat to international peace and security;
 - iv) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - v) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;
 - vi) have been convicted within the past five years by court decision, which has the force of *res judicata* of fraud or corruption or any other offence committed in the context of an AFD-financed contract procurement or performance;
 - vii) Are subject to an exclusion decision of the World Bank, since 30 May 2012, and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this exclusion is not relevant in the context of this SDC-financed project
 - viii) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
3. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request, that it: (i) is a legal entity separate from their government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.
4. In order to promote sustainable development, SDC seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for SDC-financed contracts shall consequently undertake in the Statement of Integrity to:
 - i) comply with and ensure that all their subcontractors comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

- ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or in the environmental and social impact notice issued by the Employer.

5. Tdh Supplier Selection Criteria for procurement of goods.

Selecting suppliers is to be based on multiple criteria, including both qualitative and quantitative elements. Supplier selection based on competitive tendering must be encouraged, ensuring tenders are compared and taken into account fairly and without favoritism. To allow the fair treatment of suppliers, the selection criteria must be clearly established and communicated in the request for quotation or tender documents.

Supplier selection criteria cannot be changed after having been communicated. The tender procedure must be transparent and the non-selected suppliers must be given honest feedback.

Typical supplier selection criteria include the following (criteria can be weighed according to projects and contexts):

- Competitive prices
- Ability to meet specifications and standards
- Product availability and ability to meet delivery dates
- Quality of products and services (technical know-how and technical innovation ability)
- Financial stability and cash flow
- Terms of settlement
- Storage and distribution capacity
- Spare parts availability
- Warranties, insurances and deposits
- Expertise demonstrated by past positive experiences
- Technical assistance, support and accompaniment service
- Previous experiences and performances with the product/service (documents relating to these past experiences; note that "bad experiences" also need to be documented)
- Financial reports or audits, documented experiences with partners.
- Last but not least: ethics and respect for the good business practices of Tdh

The evaluation of the supplier must not only be based on the answers to the evaluation form. The Tdh selection team should also consider a visit to the supplier (factory, storage warehouse, stock, production teams and machines, etc.).

It is also recommended to engage in discussions with other NGOs working with a specific supplier, ask recommendations from these NGOs, obtain public financial reports (available in some countries) and verify negative reports, test supplier samples.

Rule of Origin and Nationality: Some donors, including Europe Aid or American donors, have established eligibility rules based on supplier nationality and origin of the goods.

It is very important to take into account proximity and anchoring (local, regional or national) of the supplier to the beneficiary and host communities of the project.

Sometimes, projects may benefit from choosing a local supplier within the community (this can even be an "obligation") even if this supplier is a little more expensive than a supplier from a large but remote city. On the other hand, working with a wholesaler can cut the workload and accelerate the supply process.

Section VI

Scope of Works

1. Background

The Rustaq Labour Based Road Construction (LBRC) project aims to provide all year- round better access to the district center through rehabilitating and upgrading of 35.4 km of road.

The initial survey and design works for road section 2 between Langar junction and Desht- e- Merzai was conducted at the end of 2016 beginning of 2017. This was approved by MRRD considering a road carriage width of 4.50 meter for a two-lane road with a gravel- wearing course combined with use of cobblestone pavement at steep road sections.

The road design for the 17.2 km long road section #2 follows an existing hillcrest track/road alignment with numerous sections of steep gradients above 12%. Unfortunately road re- alignment to avoid steep gradients was not possible due to non-agreement with landowner.

The MRRD guideline for rural roads recommends sealed road pavements on steep gradients > 8% to minimize road maintenance tasks.

Due to budget constrains only 1.7 km out of the steep 12.5 km road sections was considered with a sealed cobblestone pavement on road section #2.

It was agreed with MRRD that standard requirements for low volume roads provide the correct basis for the re-design and that a rigid surface solution (concrete pavement) would be an alternative to the gravel-wearing course.

The proposed concrete pavement is not a new work pavement application in Afghanistan. Several urban and highways road links are paved with a concrete pavement. However the application of concrete track lanes for low volume rural roads is not a common pavement solution for rural roads in Afghanistan.

2. Rational for concrete pavement

The surface is a very important part of an all-weather road pavement. It prevents gravel loss, eliminates dust, improves skin resistance, and reduces water ingress into the pavement.

There are a large number of surfacing options available for use on all-weather rural road pavements and they offer a range of attributes which need to be matched to such factors as expected traffic levels and loading, locally available materials and skills, construction and maintenance regimes and the environment.

The main types of non-bituminous pavements that are potentially suitable for use on all- weather roads include the following:

1. Stone paving (cobble stones),
2. Concrete pre-cast elements and,
3. Concrete – non-reinforced concrete.

The concrete pavement system provides an alternative on very steep grades where other types on non-bituminous surfacing are not been feasible.

The advantage of the concrete pavement system, the work application can be done directly on the rough grading.

Concrete of minimum 20 MPa quality is required to be used. Joints are required to accommodate thermal expansion and contraction. The construction process of concrete pavement and finished pavement is explained in following chapters.

Track lanes in concrete construction have proved to be particularly suitable. The high compressive strength of concrete upgraded the track paths for concentrated loads of constant track driving.

The area between the strips and shoulders are constructed of lower quality material, however of sufficient characteristics that erosion and maintenance will be minimized and that occasional passing movements can be accommodated.

The photo image below shows a concrete pavement funded by SDC in Tanzania. A similar concrete paved system for upgrading the road section 2 and partly on road section 1 & 3 is proposed.



Photo 1: Sample of proposed concrete pavement – concrete pavement in curves – steep road sections and track lane at steep road sections

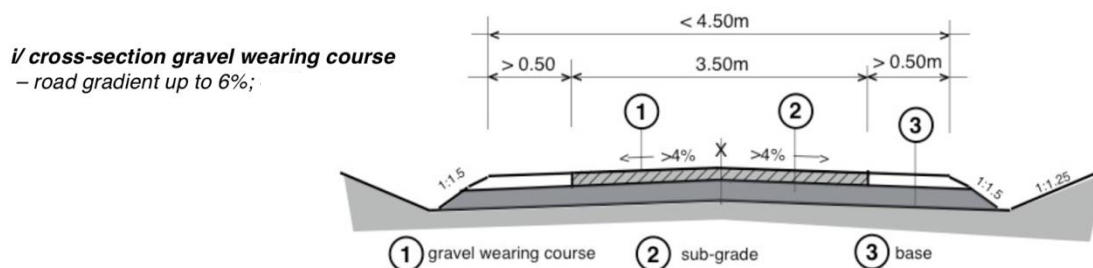
3. Concrete pavement design

The pavement re-design of section #2 includes a carriageway width of 3.5 meter instead of the standard 4.5 meter together with a sealed road surface (concrete pavement - wheel tracks) at steep road section.

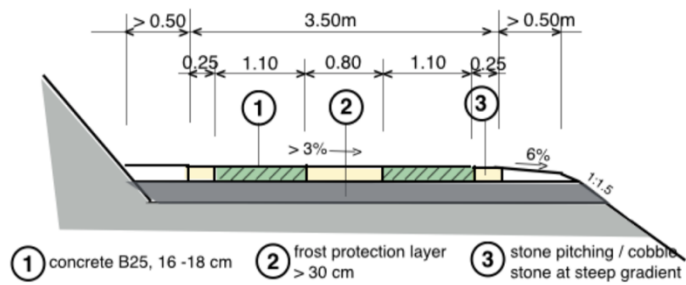
This agreed approach with MRRD/NRAP allowed minimizing of work costs and will compensate for expense of extending the sealed road length from 1.7 km to almost 10 km within the budget-ceiling for road section #2.

Waiting bays for passing vehicles are foreseen together with widening of some road sections on steep curves depending on visibility arising with the road alignment in the re- design.

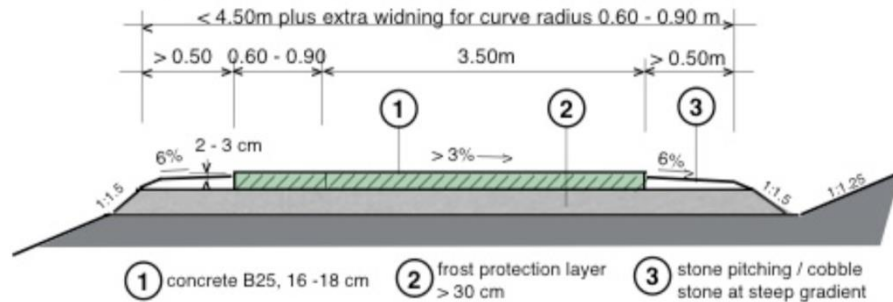
Agreed standard cross section with MRRD/NRAP for road section #2



ii/ cross-section track lane concrete pavement – road gradient above 6%;



iv/ cross-section road surface on curve with steep gradient above 6%



4. Scope of Works

4.1 Overview of scope of works

The scope for road works does NOT includes side drainage, retaining structures and bio-engineering works.

4.1.1 Road section #2

- Concrete pavement in curves (approx. road width 4.5m) – 3.0 km
- Concrete track lane pavement – 8.2 km
- Waiting bays 30 pcs
- Gravel wearing course – 6 km

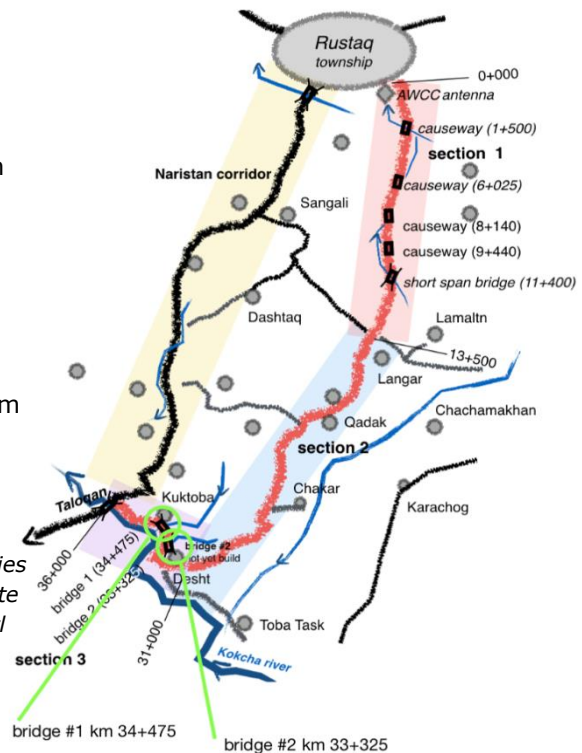
4.1.2 Road section #1

- Concrete pavement in curves (approx. road width 4.5m) – 250 meter
- Concrete track lane pavement – 2.66 km

4.1.3 Road section #3

- Concrete pavement in curves (approx. road width 4.5m) – 300 meter

Note: Depending on the costing of above mention quantities and available budget, the proposed road length for concrete pavement could be reduced by increasing length of gravel wearing course length



4.2 Gravel wearing course section

An important feature of gravel roads that gravel layer fulfils two purposes. First of all, a well-compacted gravel surface with a maintained camber (>4% or cross slope prevents water penetrating into the road body and thereby avoids surface water from compromising its bearing capacity. Relevant standard guidelines to be followed:

- Ministry of Rural Rehabilitation and Development (MRRD) rural roads manual (2013) need to be followed.
- Ministry of Public Works (MoPW), Road Standard Manual for Labour Intensive Works Project (LIWP).

4.2.1 Pre-Construction stage (detailed engineering implementation)

- Provide a quality assurance and control control plan
- Develop all the necessary logistic, tests and permits (e.g. material quarry, transport, etc.) for the construction works,
- Determine sources of construction materials (location of quarries) and selection of quarry
- Obtain all the required permits and approval by the Government entities for implementing the project.
- Elaborate and defined work procedure and work plan
- Coordinate with Project stakeholders planned work activities
- Provide a three weekly reporting update of the project schedule.

4.2.2 Construction stage

- Provide construction management and quality control for construction stage,
- Check level and level of surface on which gravel is placed. Since completion of the sub-grade or base course, the surface may have damaged from traffic and weather. If any repairs are required, these should be carried out before the gravel is added to the road
- Spreading of gravel to correct thickness
- Compaction and watering, regular density testing is required, that the compaction has been carried out to the prescribed standard levels
- Stockpiling – for later repairing damages to the road surface (10m³ of gravel should be placed along the roadside at 500m intervals)
- Define off-loading procedure
- Provide all quality control information to the employer for review,
- Coordinate with Project stakeholder work activities,

4.2.3 Post-Construction (handing over)

- Provide as built documentation
- Organize handing over of the gravel wearing course and compaction and associated elements

4.3 Concrete pavement

The work activities for the concrete pavement works include:

4.3.1 Work preparation:

Works including mobilization and procurement of construction materials, necessary equipment and supervision staff.

The work activities also include preparation of work drawings for concrete works – reinforcement bars drawings on reinforced concrete elements, detail drawings construction drawings, like anchor blocks approach details etc.

4.3.2 Site preparation:

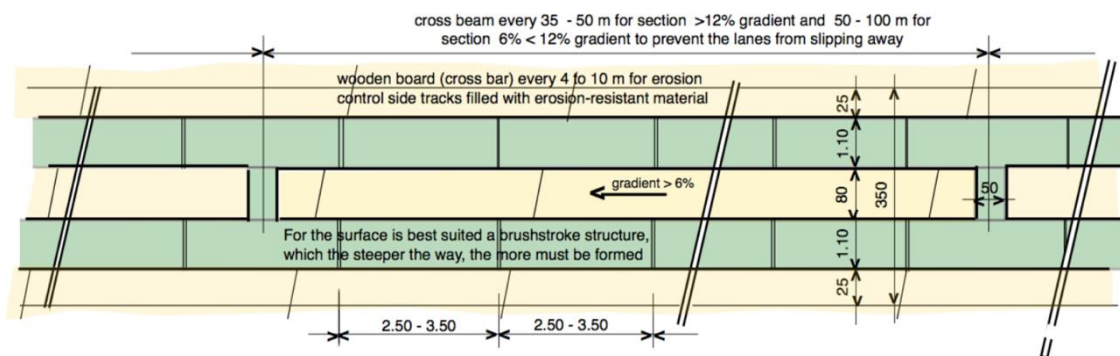
Works include establishing of site camp and transportation of construction materials to site, mobilization of local labour and training – quality control.

4.3.3 Pavement works:

Concrete pavement full width in curves and track lane on straight road section, including preparation of base including level of base.

i/ Track-lane construction

Graphic: overview track-lane construction

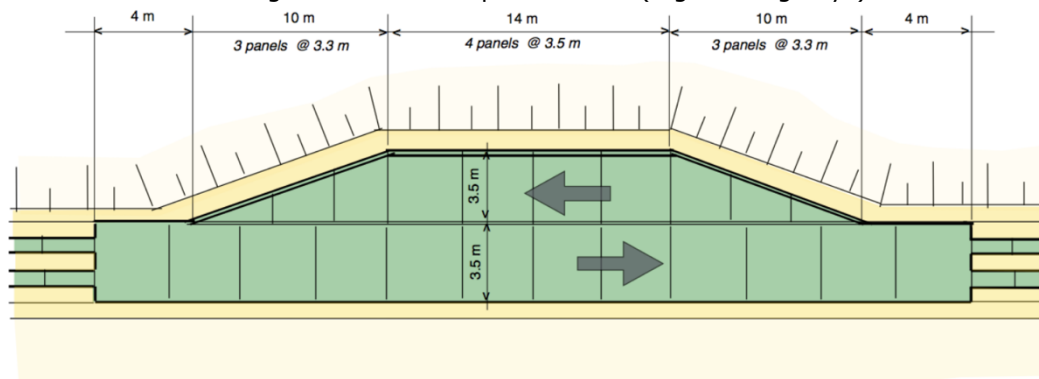


The proposed wheel track paving is proposed on straight steep gradient locations and consists of constructing two durable wheel strips designed to support the wheels of the vehicles. The area between the strips and shoulders are constructed of lower quality material, however of sufficient characteristics that erosion and maintenance will be minimised and that occasional passing movements can be accommodated

The concrete slabs (thickness 18 cm, spacing of elements 2.5 – 3.5m) are cast onto a previously prepared and compacted sub-base.

ii/ Concrete slab/waiting bay

Reinforced slabs with a thickness of 18 cm and elements of 3.5 to 4.5 m long slabs are applied in curves and at location with geometrical un-equal features (e.g. waiting bays).

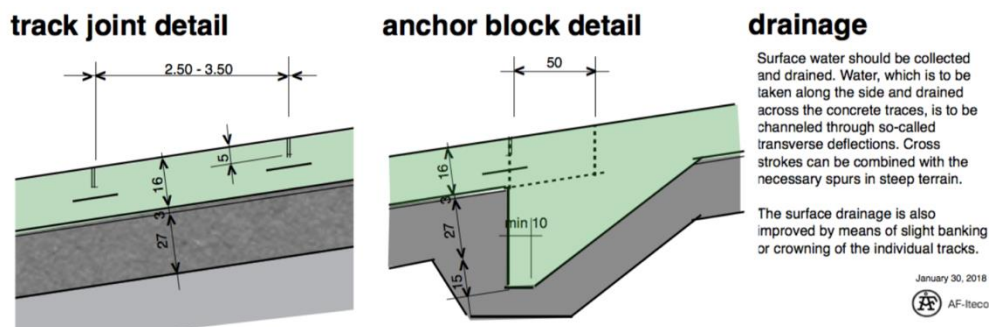


v/ Layout waiting bay

iii/ Construction details, like joints, anchor blocks and slab approach details

The detail design need to considers at steep section anchor blocks at 30 meter intervals there after uphill's for grade above 10% and at 50 meter intervals for grade below 10%.

Similar approach slabs need to be constructed for smooth distribution of traffic load impact between gravel wearing course and concrete section.



Graphic 6: Design details for track joints and anchor blocks.

The following overall design and quality requirements to be considered:

- subgrade/sub-base to be well prepared to specification and be overlaid with a 18 - 20 mm blinding layer of fine aggregate or sand to enable essential slab movement and expansion/contraction after construction;
- concrete of minimum 25Mpa quality is required, with minimum cement content of 300kg/m³ and a maximum water/cement ratio of 0.45;
- Aggregates used in concrete works shall consist of crushed stone or gravel having hard, strong, durable pieces and free from any adherent coatings refer to AASHTO T 96;
- Fine aggregates and sand consist of natural sand, stone screening having hard, strong and durable particles.
- Adequate side drainage to avoid undermining of the pavement through scour damage;
- joints are required to accommodate thermal expansion and contraction. Longitudinal and transverse jointing either with interlocking formed concrete joints or with moveable (sliding) dowel tie-bars;
- concrete surfaces should not be trafficked until 7 days after casting;
- curing of freshly laid/placed concrete (e.g. plastic sheets) to prevent excessive evaporation, which results in loss of strength or cracking.
- Depending on the outcome of CBR material testing, the concrete pavement system can be implementation directly on the existing ground, testing, otherwise application of a subgrade layer is required.

4.3.4 Post construction:

Handing over and defect liability period work activities will include:

- Provide as built documentation
- Organize handing over concrete pavement structures

5. Project Management

Provide project management for timely project implementation and quality control tasks. The project management input also includes elaboration of detailed construction details for concrete pavement works if required.

6. Working with local labour and community

The Contractor shall ensure that wages are paid in legal tender in full and directly to the workers concerned following Tdh guidelines for fair selection of labour and payment

The Contractor shall ensure that the wages of its personnel, their hours of work and the other labour conditions including social security are at least as favourable to the worker as those established for work of the same character in the trade or industry concerned in the area where the Work is carried out.

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair or complete wages, if not resolved immediately may force the Employer to intervene.

The Employer will, upon the Contractor defaulting payment, pay the monies due to labourers not honoured in time, out of any monies due or which may become due to the contractor under the Contract.

In such events, the Contractor is bound to co-operate with the Employer in processing the payment of the correct amounts of monies due to the labour force by submitting the relevant muster-rolls, workday reports and pay-sheets, and be represented during the payments.

On the instruction of the Employer, it is mandatory for the Contractor to attend Public Hearing and Public Audit organized by Tdh. Report of Public Audit together with other requirements under the contract is mandatory for final payment.

Section VII

General Conditions of Contract (GCC)

Section VI

General Conditions of Contract (GCC)

A. General	
1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder. (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid. (e) Compensation Events are those defined in GCC 42 hereunder. (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 53.1. (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. <p>It consists of the documents listed in GCC 2.3 below.</p> <ul style="list-style-type: none"> (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer. (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer. (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. (k) Days are calendar days; months are calendar-months. (l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant. (m) A Defect is any part of the Works not completed in accordance with the Contract. (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor. (o) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects. (p) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract. (q) The Employer is the party who employs the Contractor to carry out

	<p>the Works, as specified in the SCC.</p> <p>(r) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.</p> <p>(t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.</p> <p>(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(x) Party means the Employer or the Contractor, as the context requires.</p> <p>(y) SCC means Special Conditions of Contract</p> <p>(z) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(aa) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(bb) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 46.1.</p> <p>(cc) The Site is the area defined as such in the SCC.</p> <p>(dd) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(ee) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(ff) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(gg) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(hh) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ii) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(jj) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
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2. Interpretation	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) Contract Agreement, (b) Letter of Acceptance, (c) Contractor's Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and (i) Any other document listed in the SCC as forming part of the Contract.
3. Language and Law	<p>3.1 The language of the Contract and the law governing the Contract are stated in the SCC.</p>
4. Project Manager's Decisions	<p>4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.</p>
5. Delegation	<p>5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.</p>
6. Communications	<p>6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.</p>
7. Subcontracting	<p>7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.</p>
8. Other Contractors	<p>8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification</p>
9. Personnel and Equipment	<p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the</p>

	Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
10. Employer's and Contractor's Risk	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to: <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks	12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
13. Insurance	<p>13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) Personal injury or death. <p>13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred.</p> <p>13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4 Alterations to the terms of insurance shall not be made without</p>

	<p>the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>
14. Site Investigation Reports	<p>14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.</p>
15. Contractor to Construct the Works	<p>15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.</p>
16. The Works to Be Completed within intended Completion Date	<p>16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.</p>
17. Design by contractor and Approval Ministry of Rural Rehabilitation and Development (MRRD)	<p>17.1 The contractor shall be responsible for the design of permanent works as specified in SCC.</p> <p>17.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Ministry of before their use.</p> <p>17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.</p>
18. Safety, Security and Protection of the Environment	<p>18.1 The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein:</p> <ul style="list-style-type: none"> a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons. b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others. c. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion. e. Any spoil or material removed from drains shall be disposed off to designated stable tipping areas as directed by the Project Manager. f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works. g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife. h. Provide on the Site such lifesaving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time

	to time.
19. Discoveries	19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22. Instructions, Inspections and Audits	<p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Sub-Clause 58.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoA's/DP's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.</p>
23. Dispute Settlement	<p>23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Arbitration within 30 days after the expiration of amicable settlement period.</p>
25 Procedures for Disputes	25.1 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the International Court of Arbitration the place given in the SCC.
B. Time Control	
26. Program	<p>26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the</p>

	<p>Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.</p> <p>26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p>
27. Extension of the Intended Completion Date	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>
28. Acceleration	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>
29. Delays Ordered by the Project Manager	<p>29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
30. Management Meetings	<p>30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
31. Early Warning	<p>31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>
C. Quality Control	

32. Identifying Defects	32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
33. Tests	33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
34. Correction of Defects	34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
35. Uncorrected Defects	35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
D. Cost Control	
36. Contract Price	36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. 36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
37. Changes in the Contract Price	37.1 In the case of an Unit Rate contract: (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, except with the prior approval of the Employer. (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities. 37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
38. Variations	38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

	<p>38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p>
39. Cash Flow Forecasts	<p>39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.</p>
40. Payment Certificates	<p>40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise:</p> <ul style="list-style-type: none"> (a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule. <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>
41. Payments	<p>41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late</p>

	<p>payment is made.</p> <p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
42. Compensation Events	<p>42.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. (l) Force majeure events as determined by the Project Manager. <p>42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having</p>

	cooperated with the Project Manager.
43. Tax	<p>43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.</p>
44. Currency	<p>44.1 The currency of Contracts shall be USD</p>
45. Price Adjustment	<p>45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.</p> <p>45.2 Adjustment Formulate: "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:</p> $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$ <p>Where: pn is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41; A is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments b, c, d, etc., coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC; Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "n," determined pursuant to Sub-Clause 45.4, applicable to each cost element; and Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4</p> <p>45.3 Sources of Indices and Weightings: The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager.</p> <p>45.4 Base, Current and Provisional Indices: The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p> <p>45.5 Weightings: The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason.</p> <p>45.6 Subsequent Legislation: If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to</p>

	<p>any National Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2</p> <p>45.7 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas: For unexpected increase in price</p> $P = [R_1 - (R_0 \times 1.10)] \times Q$ <p>For unexpected decrease in price $P = [R_1 - (R_0 \times 0.90)] \times Q$ Where: "P" is price adjustment amount "R₁" is the present price of the construction material (Source of indices shall be those listed in the Bidding forms) "R₀" is the base price of the construction material "Q" is quantity of the construction material consumed in construction during the period of price adjustment consideration. If the Base price and source is to be proposed by the Bidder as per the provision made in Section – IV, Bidding Forms-Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC.</p> <p>45.8 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC.</p> <p>45.10 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract or a Fixed Budget Contract.</p>
<p>46. Retention</p>	<p>46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.</p> <p>46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns. On completion of the whole works, the Contractor may substitute retention money with an "on demand" bank guarantee.</p>
<p>47. Liquidated Damages</p>	<p>47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the</p>

	<p>Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC.41</p>
48. Bonus	<p>48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>
49. Advance Payment	<p>49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC against provision by the Contractor of an unconditional bank guarantee from commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The amount to be paid as first installment of advance payment shall be as specified in SCC and this shall be paid by the date stated in the SCC, the guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p> <p>49.2 The provisions for payment of remaining advance amount shall be as specified in SCC.</p> <p>49.3 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>49.4 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p> <p>49.5 In case the advance payment is used by the Contractor for purposes unrelated with the Contract the bank guarantee for advance payment shall be forfeited by the Employer.</p>
50. Securities	<p>50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a 'A' class commercial bank acceptable to the Employer and denominated in Afghan Afghani. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.</p> <p>50.2 The performance security issued by any foreign Bank outside Afghanistan must be counter guaranteed by an "A" class commercial Bank in Afghanistan.</p> <p>50.3 Alternatively to proposed clause 50.1 and 50.2 – no performance security: 10% will be deducted from each submitted invoice.</p>

51. Day works	<p>51.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.</p>
52. Cost of Repairs	<p>52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p>
E. Finishing the Contract	
53. Completion	<p>53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.</p>
54. Taking Over	<p>54.1 The Employer shall take over the Site and the Works within two weeks of the Project Manager's issuing a certificate of Completion.</p>
55. Final Account	<p>55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.</p>
56. Operating and Maintenance Manuals	<p>56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p>
57. Termination	<p>57.1 In no case, the Contractor shall terminate the Contract unilaterally without duly notifying the Employer.</p> <p>57.2 The Employer may terminate the Contract at any time if the contractor;</p> <ol style="list-style-type: none"> does not commence the work as per the Contract, abandons the work without completing, fails to achieve progress as per the Contract. <p>57.3 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.4 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ol style="list-style-type: none"> The Contractor uses the advance payment for matters other than the contractual obligations

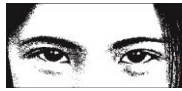
	<ul style="list-style-type: none"> (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (g) the Contractor does not maintain a Security, which is required; and (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC. (i) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1. <p>57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.6 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
<p>58. Fraud and Corruption</p>	<p>58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.</p> <p>58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.</p> <p>For the purposes of this Sub-Clause;</p> <ul style="list-style-type: none"> (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. (ii) "fraudulent practice"⁵ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice"⁶ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice"⁷ 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 party; (v) "obstructive practice" is: <ul style="list-style-type: none"> (aa) deliberately destroying, falsifying, altering or concealing



	<p>of evidence material to the investigation or making false statements to investigators in order to materially impede a 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</p> <p>(bb) acts intended to materially impede the exercise of the GON's/DP's inspection and audit rights provided for under Sub-Clause 22.2.</p>
59. Black Listing	<p>59.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder.</p> <p>(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</p>
60. Payment upon Termination	<p>60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>60.2 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer. In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>
61. Property	<p>61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.</p>
62. Release from Performance	<p>62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>
63. Suspension of DP Loan/Credit/Grant	<p>63.1 In the event that the Donor Agency suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made:</p> <p>a. the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Donor Agency's suspension notice; and</p> <p>b. if the Contractor has not received sums due him within the 30 days for payment provided for in Sub-Clause 41.1, the Contractor may immediately issue a 15-day termination notice.</p>
64. Project Manager's Duties and Authorities	<p>64.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.</p>
65. Quarries and Spoil Dumps	<p>65.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or</p>

	<p>drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.</p>
66. Local Taxation	<p>66.1 The prices tendered by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.</p>
67. Value Added Tax	<p>67.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.</p>
68. Income Taxes on Staff	<p>68.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations.</p> <p>68.2 The issue of the Final Account Certificate pursuant to clause 55 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Afghanistan.</p>
69. Duties, Taxes and Royalties	<p>69.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor.</p> <p>69.2 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible.</p> <p>69.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be level by the payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the Province / District Authority.</p>
70. Member of Government, etc, not Personally Liable	<p>70.1 No member or officer of Government of Afghanistan or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.</p>
71. Approval of Use of Explosives	<p>71.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in</p>

	a manner approved in writing by the Employer.
72. Compliance with Regulations for Explosives	72.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
73. Permission for Blasting	73.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.
74. Records of Explosives	74.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Project Manager.
75. Traffic Diversion	75.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.
76 Force Majeure	<p>76.1 Force majeure as used herein means Acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.</p> <p>In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SDC and to the Employer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by SDC of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:</p> <ul style="list-style-type: none"> (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the SDC substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension; (b) The Contractor shall within fifteen (15) days of the notice to SDC and Employer of the occurrence of the force majeure submit a statement to SDC and Employer of estimated costs referred to in sub- paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension; (c) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;



	<p>(d) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the Employer shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 57 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and</p> <p>(f) For the purpose of the preceding sub-paragraph, SDC and Employer may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.</p>
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Section VIII

Special Condition of Contract (SCC)

The following Special Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

Section VIII - Special Condition of Contract (SCC)

A. General	
1. Definitions	<p>Following Clauses are inserted as Clause 1.1.(kk):</p> <p>LBRC Project Coordination Committee : The committee formed by Employer to assist the Employer and the Contractor in resolving local issues for smooth implementation of the contract. In addition ,the LBRC project members shall facilitate in the proceeding of Public Hearing and Public Audit as directed by the Employer.</p>
GCC 1.1 (q)	The Employer is Terre des hommes Foundation, Afghanistan Delegation,
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be February 28, 2019.
GCCs 1.1	The Employer Project Manager is Sharif Sharipov
GCC 1.1 (cc)	The Site is located at Takhar Province some 30 km south from Rustaq town along LBRC road section 2 along to the Chakar water shed.
GCC 1.1 (ff)	The Start Date shall be within 3 days of site possession date.
GCC 1.1 (jj)	The Works consist of Road gravel wearing course materials and compaction
GCC 2.2	Sectional Completions are: Not applicable
GCC 2.3 (i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> - Technical Specification for road gravel wearing course with compaction
GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Government of Afghanistan</p>
GCC 8.1	Schedule of other contractors: Not Applicable
GCC 9	<p>Add additional sub clause. 9.3, 9.4, 9.5 and 9.6 as under after sub clause 9.2;</p> <p>9.3 The Contractors shall ensure that the equipment and tools required for implementing the completion of works within contract period are at site and that the equipment are operating satisfactorily at all times during the contract period.</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>The Contractor assumes sole und full responsibility and liability as would otherwise be covered by insurances:</p> <ul style="list-style-type: none"> (a) for loss and damage to the Works., Materials, Plant and the Contractor's equipment (b) for liability of both Parties for loss and damage, death or injury to third parties or their property arising for damage to the Employer's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and (c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees. <p>Coverage:</p>

	<p>(a) Supplies: for good supplied up to an amount equal to 110 percent of the DDP project site value of the goods</p> <p>(b) Equipment: (i) The minimum coverage for the loss or damage to equipment: i/ up to USD 100,000 ii/ The minimum coverage for loss and damage to other property is: up to USD 50,000</p> <p>(c) Third party injury to persons: Up to 25,000 per case with unlimited number of cases Workers: Up to 25,000 per case</p>
GCC 14.1	Site Investigation Reports are: Not Applicable
N	<p>Add sub clauses as under;</p> <p>15.2 Labour Standards: The Contractor shall respect the International Labour Standards of the International Labour Organisation and follow Afghanistan law and rules. In particular, the Contractor shall in all circumstances respect the basic principles of these standards which are;</p> <ul style="list-style-type: none"> - the freely exercised right of workers, without distinction, to organize, to further and defend their interests as well as the protection of those workers who exercise their right to organize; - prohibition of forced or compulsory labour in all its forms; - equal remuneration for men and women for work of equal value; - minimum daily wage – district rate for works equivalent to 8 hrs of work per day; - prohibition of employment of children below 18 (eighteen) years; - equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin.
GCC 17.1	<p>The following shall be designed by the Design & Build Contractor:</p> <p>Road gravel wearing course materials and compaction.</p>
GCC 18.1	<p>Add additional sub clause as under;</p> <p>18.2 Safety and Health – awareness The Employer may organize campaigns for enhancing safety awareness among the workforce on site and regarding general health issues, safety at work sites and general workers welfare. The Contractor shall allow his staff to attend to these campaign events during normal working hours and without deduction of pay.</p>
GCC 20.1	The Site Possession Date(s) shall be: 3 days from contract agreement date.
GCC 25.4	The place of arbitration shall be: Paris, France International Court for Arbitration
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 10 days.
C. Quality Control	

GCC 34.1	The Defects Liability Period is: six months
D. Cost Control	
GCC 41	<p>Add sub clause 41.4 41.5, and 41.6 after sub clause 41.3</p> <p>41.4: Payment to Labour: The Contractor shall ensure that wages are paid in legal tender in full and directly to the workers concerned.</p> <p>The Contractor shall ensure that the wages of its personnel, their hours of work and the other labour conditions including social security are at least as favourable to the worker as those established for work of the same character in the trade or industry concerned in the area where the Work is carried out.</p> <p>41.4 Non-payment of Wages by Contractor: Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair or complete wages, if not resolved immediately may force the Employer to intervene.</p> <p>The Employer will, upon the Contractor defaulting payment, pay the monies due to labourers not honoured in time, out of any monies due or which may become due to the contractor under the Contract.</p> <p>In such events, the Contractor is bound to co-operate with the Employer in processing the payment of the correct amounts of monies due to the labour force by submitting the relevant muster-rolls, workday reports and pay-sheets, and be represented during the payments.</p> <p>41.6 Final payment: On the instruction of the Employer, it is mandatory for the Contractor to attend Public Hearing and Public Audit organized by the LBRC Employer Team. Report of Public Audit together with other requirements under the contract is mandatory for final payment. Failure to hold and forward Public Hearing and Public Audit reports, the employer holds the right to deduct 5% of total measured final contract value from the Contractors' final payment.</p>
GCC 41.1	<p>Terms specified in clause 41.1</p> <ul style="list-style-type: none"> Payment within 10 – 15 days after submission of invoice
GCC 45.1	The Contract is not subject to price adjustment, and the following information regarding coefficients does not apply, except in case of an agreed additional works defined in a separate contract addendum
GCC 45.7	Not Applicable
GCC 45.8	Not Applicable
GCC 46.1	The proportion of payments retained is: 10 (ten) Percent
GCC 47.1	The liquidated damages for the whole of the Works are 0.1 PERCENT of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 5 PERCENT of the final Contract Price.
GCC 49.1	<p>The Advance Payments shall be %: This shall be paid to the Contractor no later than 7 days from the date of submission of the Bank Guarantee.</p> <p>Payment schedule for contract Lump sum (LS) amount:</p> <p>25% of contract amount upon signing of contract against submission of an advance payment guarantee</p> <p>25% of contract amount after stockpiling gravel material on site</p>

	<p><i>40% as per work progress at site</i> <i>5% of LS amount after handing over, and</i> <i>5% of LS amount after defect liability period</i></p>
GCC 49.4	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 25% of the Contract Price. Deduction will be at such uniform rate of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; so that the advance payment shall be completely repaid by the time 80 % of payment of the approved contract amount is made.
GCC 50.1	The Performance Security amount is 10% of the contract price. In case the Contract Amount is less than 15 % of the Engineer's Estimate the Performance Security shall be 10% of Contract Amount.
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is <u>– at project handing over date</u></p> <p>The date by which "as built" drawings are required is before handing over the road assets to MRRD.</p>
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or Operating and maintenance manuals is as per payment schedule
GCC 57.2 (c)	The sub clause 57.2(c) is replaced with following: fails to achieve progress milestones as specified in the agreed Contract Work Schedule.
GCC 57.4 (b)	Replace ... the contractor stops work for 30 days when... by ... the contractor stops work for 10 days when...
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 25 %.
GCC 64	<p>The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions :</p> <ul style="list-style-type: none"> a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7; b. Certifying additional costs determined under General Conditions of Contract Clause 42; c. Determining start date under General Conditions of Contract Clause 1; d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 27; e. Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. f. Adjustment of rates under General Conditions of Contract Clause 37;
GCC 75	The contractor has to ensure traffic diversion for ongoing construction work along LBRC road section and public movement along the road corridor
GCC 76	<p>Force Majeure</p> <p>"Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> (a) which is beyond a Party's control,

	<p>(b) Which such Party could not reasonably have provided against before entering into the Contract.</p> <p>(c) which, having arisen, such Party could not reasonably have avoided or overcome, and</p> <p>(d) which is not substantially attributable to the other Party.</p> <p>Force Majeure may include, but is not limited to exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <p>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</p> <p>(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,</p> <p>(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors,</p> <p>(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and</p> <p>(e) (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p> <p>Items (a) and (b) above shall require a declaration of the local authority that the region where the Site is located is considered unsafe and not under control of Government.</p>

Section IX

Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Content

Notification of Award

Contract Agreement Error! Bookmark not defined.

Performance Security

Advance Payment Security

Retention Money Security

Section IX - Contract Forms

Notification of Award

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X – Contract Forms, of the Bidding Documents

Authorized Signature: _____
Name and Title of Signatory: _____
Name of institution: _____

Attachment: Contract Agreement



Terre des hommes

Helping children worldwide. tdh.ch

IT HAS BEEN AGREED BETWEEN

Terre des Hommes section (hereinafter « Tdh »), an international humanitarian organization running assistance projects in **COUNTRY**, represented by (full name & position).

.....

NAME OF THE CONTRACTOR (hereinafter, the « Contractor »)

Represented by:

Registration N°:

Address:

Phone number:

DESCRIPTION OF MATERIALS AND SERVICE AND DELIVERY DATES

Description (incl. quantity, materials to be used, format, etc.):

.....

Quality Criteria:

.....

Materials: provided by [Tdh/ the Contractor]

Tools: provided by [Tdh/ the Contractor]

Warranty - If the delivered products or services do not meet the quality criteria, the Contractor shall promptly and at its own expense, replace the products and/or services or reimburse Tdh.

Specifications – Further details (if any) are included in the specifications attached to this Agreement.

1 ST DELIVERY of %	Delivery date:.....	Actual delivery date:.....
2 ND DELIVERY of %	Delivery date:.....	Actual delivery date:.....
N... DELIVERY of %	Delivery date:.....	Actual delivery date:.....
FINAL DELIVERY of %	Delivery date:.....	Actual delivery date:.....

PRICE

The **unit price** agreed between Tdh and the Contractor for the duration of the present agreement is:.....

The **total price** is: (amount in words and currency).

Price – The total price shall be **inclusive** of all expenses, charges, taxes incurred by the Contractor in fulfilment of its obligations. No additional amounts shall be payable to the Contractor without the prior written consent of Tdh. A change of unit price can only be made by amendment to this agreement signed by both parties, one month prior to application of new prices.

PAYMENT CONDITIONS

The **total payment** shall be executed according to payment conditions by (mode of payment). The Contractor only shall be beneficiary of the payment.

1 ST PAYMENT of %	Amount agreed:	After completion of the 1 ST DELIVERY
2 ND PAYMENT of %	Amount agreed:	After completion of the 2 ND DELIVERY
N... PAYMENT of %	Amount agreed:	After completion of the N... DELIVERY
Final PAYMENT of..... %	Amount agreed:	After completion of the FINAL DELIVERY

TERMINATION OF AGREEMENT

Late Delivery - If the Contractor cannot achieve the work at the delivery date(s), the Contractor shall immediately inform Tdh. Tdh retains the right to terminate this agreement without financial compensation unless the delay is due to Force Majeure.

Ethical Practices - The Contractor warrants that it will fulfil its obligation under this agreement with due care and professionalism, and that its activities are compatible with humanitarian and ethical standards. If any action of the Contractor hinders or puts in danger the medical and humanitarian activities of Tdh, Tdh may terminate the agreement immediately and without financial compensation.

Force Majeure - The Parties may unilaterally terminate this agreement without being liable for any kind of indemnity or damages in the event of force majeure (war, floods, fire and any other natural calamities, civil disturbance, state injunction). With regard to the humanitarian nature of Tdh activities, security issues or unilateral termination by the national authorities of Tdh's legal registration in the country shall be assimilated to a case of force majeure.

NATURE AND UNDERSTANDING OF THE AGREEMENT

For the avoidance of doubt, nothing in this agreement shall be construed or interpreted so as to create a partnership, agency or employment relationship between Tdh and the Contractor. By signing, the Contractor confirms that s/he has received, read and understood the agreement and its appendices and accepts their contents.

AMICABLE SETTLEMENT

The Parties shall act in good faith in the implementation of this agreement and use their best efforts to resolve amicably any dispute arising during the performance of this agreement.

	CONTRACTOR	Tdh REPRESENTATIVE
DATE	.....	.....
FULL NAME	.....	.....
POSITION	.....	.....
SIGNATURE		

ACCEPTANCE OF MATERIALS AND/ OR SERVICES

Tdh hereby acknowledges that the obligations of the Contractor have been completed as at the under-mentioned date, and the materials and/ or services shall as of such date be considered handed over to and/ or accepted by Tdh.

	CONTRACTOR	Tdh REPRESENTATIVE
DATE	.....	.....
FULL NAME	.....	.....
POSITION	.....	.....
SIGNATURE		

Performance Security

Option 1: (Demand Guarantee)

Beneficiary: _____
Date: _____
PERFORMANCE GUARANTEE No.: _____
Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

 [signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

Demand Guarantee

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) ¹ upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's *statement*, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A *demand* under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: _____ [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] ++ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed *document* accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ [insert name and address of Applicant's bank].

This guarantee shall expire no later than the day of, 2...², and any demand for *payment* under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby *excluded*.

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

² Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."