

ORGANIZATION FOR RELIEF DEVELOPMENT ORD

SPECIFIC PROCUREMENT NOTICE REQUEST FOR QOUTATION RFQ No:. AFG/ORD/20/05

Bid Documents for

Construction of 2 Wash Culverts with 19 RCC Pipe Culverts

Location: Firdausi and Qalinbafan villages, Balkh Province, Afghanistan

ISSUANCE DATE: 21 JUNE, 2020

(Deadline for Submission of Bid): July 12, 2020, 16:00hrs (Afghanistan local time).

YOUR O SEALED BIDS SHALL COMPRISE THE FOLLOWING TWO SETS OF DOCUMENTS MARKED:

"TECHNICAL BID" AND "FINANCIAL BID" IN SEPARATE ENVELOPES

Please ensure to sign the registration sheet at the ORD office while submitting sealed Bid!



Subject:	Request for Quotation
Projects Name:	Construction of 2 wash culverts with 19 RCC pipe culverts
Request No.:	AFG/ORD/20/05
Location:	Firdausi Township, Balkh Province, Afghanistan
Issuance Date:	June 21, 2020
Closing Date:	July 12, 2020

INTRODUCTION OF ORD

Organization for Relief Development (ORD) is non-governmental, non-profit and non-political Organization that has been established in 2010, registered in Kabul, Afghanistan with the Islamic Republic of Afghanistan. ORD plays a critical role in providing management services for peace building, humanitarian assistance and development operations. These activities help suffering people in troubled parts of the Afghanistan. ORD's mission is to expand the capacity of its partners to implement peace building, humanitarian and development operations that matter for people in need. Working in some of the Afghanistan's most challenging environments, ORD vision is to always satisfy stakeholders with management services that meet better standards of quality, speed and cost effectiveness. By assisting its development partners, ORD makes significant, tangible contributions to results on the ground. For further information on ORD, its mandate and operations please see http://www.ord.org.af.

1. <u>REQUEST FOR BID</u>

The Organization for Relief Development (ORD) is implementing partner of the United Nations High Commissioner for Refugees (UNHCR) for the Strengthening community resilience through participatory intervention to reduce protection risks and supporting Community Based Projects (CBP) projects with implementation in reintegration of returnees, IDPs and host Communities in North and Northeast region of Afghanistan.

2. <u>REQUIRMENTS</u>

ORD, Mazar, invites qualified Construction Companies, duly registered with the Government of Afghanistan, to submit sealed bid for construction works "Construction of 2 wash culverts with 19 RCC pipe culverts as per attached Technical BoQ, drawings and design of this document (Annexs-7 / 8).

It is recommended that this (RFQ) and its mandatory all annexes be read and fill it thoroughly. Otherwise failure to observe the procedure laid out there in my result in disqualification from the evaluation process.

3. <u>ACKNOWLEDGEMENT</u>

We would appreciate your informing us of the receipt of this RFQ by return e-mail to: <u>procurement.nne@ord.org.af</u> or <u>procurement.ord@gmail.com</u> that you will be submitting a bid.



4. <u>REQUESTS FOR CLARIFICATION</u>

Bidders are required to submit any request for clarification or any question in respect of this RFQ by e-mail to Supply Unit at procurement.nne@ord.org.af or procurement.ord@gmail.com

The deadline for receipt of questions is 14:00 hrs local time on 07^{th} July2020. Bidders are requested to keep all questions concise.

Please do not send bids to the above email address. Only queries questions on this RFQ can be sent to the subject line email (2 wash culverts with 19 RCC pipe culverts – AFG/ORD/20/05).

ORD will compile the questions received and plans to respond to such questions shortly after the closing date/time for clarifications. ORD may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

YOUR BID

Your bid documents shall be prepared in English.

Please submit your bid using the Annexes provided. Bids not conforming to the requested formats may be not taken into consideration.

5. <u>SITE VISIT</u>

A pre-bid sit visit / conference will be held at the project site on Tuesday 30 June 2020, representatively, from **10:00 AM to 12:00 hrs local time.** A maximum of 2 representatives per company is allowed to participate in the below address of construction site and details of the contact person to facilitate the site visit:

Address: Firdausi Township, Balkh Province, Afghanistan.

<u>Contact Person Name:</u> Mr. Sayed Burhan, Mobile No. 0797326797 & 072 889 4932. Only for specifying of address.

During the visit, ORD representatives will illustrate clearly all details about the preparation and submission of proposal, as well as addressing of all technical and contractual questions raised by bidders. The estimated duration of the site visit is 1 hour per company but may be extended/reduced as needed.ORD will not reimburse any attendance costs to bidders in pre-bid site visit /conference as cost of business.

6. <u>ELIGIBLE BIDDERS:</u>

- 6.1 This Invitation for Bids is open for all interested companies who have registered with the government of Afghanistan and have valid license.
- 6.2 The company, organization or individual is not listed in the sanction and embargo list of the UN Security Council.
- 6.3 The company, organization or individual is not legally barred from the procurement process on the grounds of previous violations of regulations on fraud and corruption.
- 6.4 The company, organization or individual to will not be contracted for considerable portions of the contract is an enterprise economically intertwined with persons conducting the tender.
- 6.5 The bidder shall be an Afghan company registered with the government of Afghanistan.



7. <u>COST OF BIDDING</u>

The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. <u>PERIOD OF PERFORMANCE</u>

All works for this project shall be completed as per submitting an authentic work plan before and after date of singing of the contract.

9. <u>BIDDING DOCUMENTS</u>

The Bidding Documents, in addition to invitation for bids, are those stated below and all documents shall be signed /stamped by the bidder or his legally authorized representative and returned to the address according to the Bidding documents.

9.1 RFQ Documents

The following annexes form integral part of this Invitation to Bid:

- Annex- 1: General Conditions of Contract
- Annex- 2: Vendor Registration Form
- Annex- 3: Summary of Relevant Work Experience
- Annex- 4: Technical Competence & Resources
- Annex- 5: Bid Form
- Annex- 6: Declaration of Undertaking
- Annex- 7: Financial Offer Form (Bill of Quantity)
- Annex- 8: Drawings

Prices must be quoted for all items in the Bill of Quantities.

The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk, bids that are not substantially responsive to the requirements of the Bidding Documents will be rejected.

10. PREPARATION OF BID

a. Documents Comprising the Bid

Your bid documents should be enclosed the following two sets of documents:



- Technical bid
- Financial bid price

b. Content of the Technical Bid

The submitted bid must include the following formation. Failure to supply all requested information or comply with the specific formats may disqualify the bidder from consideration. No Financial bid price should be included in the Technical Bid. Failure to comply may risk disqualification. The technical bid should contain all information required.

Your technical bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- General conditions of contract in accordance of the Annex -1
- Vendor registration Form in accordance of the Annex 2.
- Summary of relevant work experience in accordance of the Annex 3.
- Technical Competence & Resources in accordance of the Annex 4.
- Bid Form in accordance of the Annex 5.
- Declaration of undertaking in accordance of the Annex -6.
- Drawings in accordance of the Annex -8.
- Past experience in providing construction services.
- Company profile with relevant past experience with (list and copy of contract for similar completed projects provided to UN/NGO entities; with copy of valid business license
- Confirm that your proposal is valid for 60 calendar days from the closing date of this RFQ in the Bid Form as Annex -5.
- Proposed time schedule and the timeframe that the contractor should be completed the project. Detailed Work Plan, including all major BoQ activities and allotment of resources for each project milestone. Proposed schedule shall be prepared in calendar days. Do not indicate dates, use only durations. The plan must cover the period from signing of the contract to site clearance, resources supply, delivery and completion and commissioning / hand-over to ORD of the required works.
- List of qualification and experience of the key and technical personnel of the company.
- Organization structure or of the firm chart.
- List of machinery and equipment of the company (owned or rented)
- Other important documents, bidders feel need to be attached to support their bid.

c. Content of the Financial Bid Price

- All prices shall be stated with applicable tax (in accordance with the current tax laws of the Islamic Republic of Afghanistan, and all other relevant provisions of the same law).
- All unit prices shall be indicated in the spaced provided in the price sheet (BoQ). The bidder must sign and officially stamp the Financial Offer Form or (BoQ).
- The offer should follow the given structure and prices shall be quoted in Afghani (AFN)
- The Financial bid price is to be submitted as per the BoQ or Financial Offer Form (Annex 7).



Bids that have a different price structure may not be accepted.

- Bid Validity Period Bids shall be valid for 60 calendar days from after the closing date of this RFQ. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing.
- All Annexes of the bid are to be properly completed, signed and stamped.
- Each bidder shall prepare by filling out the forms completely and without alterations one Original specified in the bidding documents to comprising the bid and clearly mark them **"ORIGINAL"**

d. Alternative Bid

Alternative bids are not allowed to be attached.

11. SUBMISSION OF BID

a. Deadline for submission of bid:

The closing date for submission of bids is 12th of July 2020, 16:00hrs (Afghanistan local time). Late bids shall be rejected and electronic submission is not allowed.

In case of emergencies and formal holidays it's extendable for one day more that bidders can submit their offers for the tomorrow of the closing date for submission of bid.

- b. Bids must be received by the Employer at the address specified no later than the deadline.
- c. Bids with charge payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

12. SUBMISSION, SEALING AND MARKING OF BIDS

Technical bid and the Price bid must be submitted as separately in sealed envelopes. The signed and stamped bid one original including with its all attachments shall be submitted in a sealed envelope.

The envelope of your bidding documents shall be marked as following:

- 12.1 Bidding documents Technical Bid for: Constructions of 2 wash culverts with 19 RCC pipe culverts in Balkh province. Request for Quotation No.: AFG/ORD/20/05
- 12.2 Bidding documents price Bid for:

Constructions of 2 wash culverts with 19 RCC pipe culverts in Balkh province **Request for Quotation No.: AFG/ORD/20/05**



12.3 The Employer's addresses for submission of the bids is:

ORD Regional Office:

ORD Regional Office | Street # 2 | Kart-e-Shafakhana | Mazar-i-Sharif, Ballkh province of Afghanistan Phone No.: + 93 (0) 72 889 49 32 only for specifying of address.

13. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

The bidder may modify, or withdraw its bid after bid's submission, provided that the written notice of the modification, including substitution or withdrawal of the bids, received by the Employer prior to the deadline for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. No bid may be modified by a bidder after the deadline for submission of bids.

14. <u>BID OPENING AND EVALUATION</u>

14.1 Bid Opening

The opening of the bid will be held with ORD members only. The bid opening will take place at: ORD regional Office, Mazar-I-Sharief, and the bid opening process will be held (in absence of the company's representative).

14.2 Process to be Confidential

Information relating to the examination, clarification, evaluation and post-qualification of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report.

Any effort by a bidder to influence ORD in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its bid.

14.3 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

A substantially responsive bid is one, which meets the eligibility criteria; has been properly signed; and conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation.

14.4 Technical and Financial evaluation

Bids will be evaluated in accordance with the following technical criteria. Evaluation is made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:



The Technical bid documents will be evaluated by using of the following two stage criteria:

#	Technical Evaluation Criteria		Max Points Obtainable	
1 - First Stage Evaluation: PASS / FAIL Criteria		Pass	Fail	
1	Submission of a valid business license for construction works with registered with Ministry of Commerce.	Pass	Fail	
2	Bank details under the company name in (AFN)	Pass	Fail	
3	Bidder accepts, and filled, completed, signed / stamped all ORD (Annexes).	Pass	Fail	
4	Accepts proposal validity of 60 calendar days from closing date of this RFQ.	Pass	Fail	

2 - Second Stage Evaluation:		Scoring Criteria
1.0	Past experience in providing construction services described as per (Annex -3).	10
2.0	Similar Past experience for similar projects, list and contact details of references, incl. Donors/NGOs & Government with indication of provable evidence documents in last five years as prime contractor described as per (Annex -3).	15
3.0	Organization structure or of the firm chart.	5
4.0	Work plan Provide a comprehensive work plan / time schedule for the understanding and completion of the intended project.	10
5.0	Use the two tests of the two tests of the two tests of the tests of the test of tests of the test of tests o	
6.0	List of key and technical staff and qualified (Engineer and Project Manager) including their certificates and CVs described as per (Annex -4).	5
7.0	Financial Capability: Potential financial capacity to fund the milestones (in absence of advance payment by ORD), such as updated bank statement which should show source of the support project.	10
	60	

Note: The Technical offer score will be calculated according to the percentage distribution for the technical and financial offers.

In order to proceed to further stages of the evaluation process, the submitted proposal must obtain minimum 40 points or above of the total technical obtainable score, 60 points.



Financial Bid:

The Financial Offer will use the following percentage distribution: 40% from the total score and the (lowest price) will be preferred.

The maximum number of points will be allotted to the lowest price offer that is opened and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price; e.g., [total Price Component] x [AFN lowest] $\$ [AFN other] = points for other supplier's Price Component.

14.5 Notification of Award

Prior to the expiration of the period of bid validity, the Employer will notify the successful bidder in writing or where necessary by phone that his/her bid has been accepted.

14.6 Award of Contract

Prior to the expiration of the period of bid validity, ORD shall send the successfully letter to the winner bidder for the signing of contract / purchase order which constitute the notification of award.

14.7 Performance Guarantee

The successful bidder shall furnish to the Employer a performance bank guarantee from a recognized bank of Afghanistan with the amount of 10 % value of the contract.

15. Payment Schedule

All services included in this RFP and the subsequent contract will be paid as per the executed amount of work at each stage completion. All payments will be made in the currency of offer (and PO) and in accordance with the ORD General Conditions for the Purchase of Services.

Invoices will be settled after the completion and acceptance of the milestone deliverables.

All payments shall be technically endorsed by the ORD Project Manager / Logistic and approved by the ORD regional office in Mazar province.

15.1 Advance Payments

Advance payments are not applicable for this tender and subsequent contract.

ORD has zero tolerance for fraud. Fraud is any act or mission that intentionally misleads, or attempts to mislead, to obtain a benefit or to avoid an obligation.



Attachments:

- Annex- 1: General Conditions of Contract
- Annex- 2: Vendor Registration Form
- Annex- 3: Summary of Relevant Work Experience
- Annex- 4: Technical Competence & Resources
- Annex- 5: Bid Form
- Annex- 6: Declaration of Undertaking
- Annex- 7: Financial Offer Form (Bill of Quantity)
- Annex- 8: Drawings



RFQ GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS

- 1. Definitions
- 2. Legal Relationships
- 3. Contractor's General Obligations/Responsibilities
- 4. Assignment and Subcontracting
- 5. Joint Ventures
- 6. Drawings
- 7. Work Book
- 8. Performance Security
- 9. Inspection of Site
- 10. Sufficiency of Tender
- 11. Programme of Work to be Furnished
- 12. Weekly Site Meeting
- 13. Change Orders
- 14. Contractor's Superintendence
- 15. Contractor's Employees
- 16. Setting-Out
- 17. Watching and Lighting
- 18. Care of Works
- 19. Insurance of Works, Etc.
- 20. Opportunities for Other Contractors
- 21. Contractor to Keep Site Clean
- 22. Clearance of Site on Substantial Completion
- 23. Labour
- 24. Examination of Work Before Covering Up
- 25. Removal of Improper Work and Materials
- 26. Suspension of Work

- 27. Possession of Site
- 28. Time for Completion
- 29. Extension of Time for Completion
- 30. Rate of Progress
- 31. Liquidated Damages for Delay
- 32. Certificate of Substantial Completion
- 33. Defects Liability
- 34. Alterations, Additions and Omissions
- 35. Plant, Temporary Works and Materials
- 36. Approval of Materials, Etc., Not Implied
- 37. Measurement of Works
- 38. Liability of the Parties
- 39. Authorities
- 40. Urgent Repairs
- 41. Increase and Decrease of Costs
- 42. Machinery
- 43. Temporary Works and Reinstatement
- 44. Notices
- 45. Force Majeure
- 46. Suspension by the ORD
- 47. Termination by the ORD
- 48. Termination by the Contractor
- 49. Rights and Remedies of the ORD
- 50. Settlement of Disputes
- 51. Privileges and Immunities
- 52. Code of conduct



1. **DEFINITIONS**

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

a) "Employer" means the Organization for Relief Development (ORD).

b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.

c) "Engineer" means the person whose services have been engaged by ORD to administer the Contract as provided therein, as will be notified in writing to the Contractor.

d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.

e) "The Works" means the works to be executed and completed under the Contract.

f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.

g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.

i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.

j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

2. LEGAL RELATIONSHIPS

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.



3. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

3.1 Obligation to Perform in Accordance with Contract

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

3.2 Responsibility for Site Operations

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

3.3 Responsibility for Employees

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

3.4 Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

3.5 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may



adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.

3.6 Officials Not to Benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

3.7 Use of Name, Emblem or Official Seal of ORD

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer or use the name, emblem or official seal of the Employer or the ORD or any abbreviation of the name of the Employer or the ORD for advertising purposes or any other purposes.

3.8 Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

4. ASSIGNMENT AND SUBCONTRACTING

4.1 Assignment of Contract

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

4.2 Subcontracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.



4.3 Assignment of Subcontractor's Obligations

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

5. JOINT VENTURES

Bidders submitted by Joint Ventures or other Bidding Combinations shall be accepted only if the following information is provided with the bid

- A list of the members of the Joint Venture/Bidding Combination designating the duly authorized representative(s).
- A declaration, signed by duly authorized representatives of all members, stating that the duly authorized representatives shall represent the members specified in the list in a legally binding manner vis-a-vis ORD, and that all members are jointly and severally liable for the performance of the Contract with ORD.

6. DRAWINGS

6.1 Custody of drawings

The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

6.2 One copy of Drawings to be kept on Site

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized in writing by the Engineer.

6.3 Disruption of Progress

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall ORD / Invitation to Bid Page 15 of 43



include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

7. WORK BOOK

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

8. **PERFORMANCE SECURITY**

- a. As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.
- b. The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.
- c. If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.



9. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

10. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

11. PROGRAMME OF WORK TO BE FURNISHED

Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.



12. WEEKLY SITE MEETING

A weekly site meeting shall be held between the ORD Projects Manager or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

13. CHANGE ORDERS

a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.

b) Processing of change orders shall be governed by clause 48 of these General Conditions.

14. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

15. CONTRACTOR'S EMPLOYEES

a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and



ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.

b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.

c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

16. SETTING-OUT

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

17. WATCHING AND LIGHTING

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others.



18. CARE OF WORKS

a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.

b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

19. INSURANCE OF WORKS, ETC.

The insurance coverage does not in this document applicable to all the types of insurance will be occurred in the project site. Hereof, against all loss or damage from whatever cause arising against loss or damage for which the Contractor is responsible.

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

20. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or



ancillary to the Works. If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as maybe recommended by the Engineer.

21. CONTRACTOR TO KEEP SITE CLEAN

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

22. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

23. LABOUR

Engagement of Labour, the Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

24. SUPPLY OF WATER

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

25. ALCOHOLIC DRINKS OR DRUGS

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

26. EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any



such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

27. REMOVAL OF IMPROPER WORK AND MATERIALS

Engineer's power to order removal The Engineer shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:

a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;

b) The substitution of proper and suitable materials; and

c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

28. Default of Contractor in carrying out Engineer's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

29. SUSPENSION OF WORK

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer. The Employer should be notified and his written approval should be sought for any suspension of work in excess of three (3) days.

30. POSSESSION OF SITE

Access to Site, The Employer shall with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme



referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Engineer by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the aid Programme or proposals, as the case may be.

30.1 Way leaves, etc.

The Contractor shall bear all expenses and charges for special temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

30.2 Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

31. TIME FOR COMPLETION

a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.

b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

32. EXTENSION OF TIME FOR COMPLETION

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as

defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case



of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

33. RATE OF PROGRESS

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion.

If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Engineer at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

34. LIQUIDATED DAMAGES FOR DELAY

a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor.



The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

35. CERTIFICATE OF SUBSTANTIAL COMPLETION

Substantial Completion of the Works

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

36. Substantial Completion of Sections or Parts of the Works

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the ORD/Invitation to Bid Page 25 of 43



Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

a) A separate time for completion is provided in the Contract in respect of such Section or part of the Works;

b) Such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

37. DEFECTS LIABILITY

37.1 Defects Liability Period

The expression "Defects Liability Period" shall mean the period of six (6) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

37.2 Completion of Outstanding Work and Remedying of Defects

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

37.3 Cost of Execution of Work of Repair, etc.

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.



37.4 Remedy on Contractor's Failure to Carry Out Work Required

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may become due to the Contractor.

37.5 Certificate of Final Completion

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within twenty eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

38. ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

(a) increase or decrease the quantity of any work under the Contract;

(b) omit any such work;

(c) change the character or quality or kind of any such work;

(d) change the levels, lines, positions and dimensions of any part of the Works;

(e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

2 Variations Increasing Cost of Contract or altering the Works.

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.

3 Orders for Variations to be in Writing



No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

4 Valuation of Variations

The Engineer shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Engineer shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

39. PLANT, TEMPORARY WORKS AND MATERIALS

1 Plant, etc., Exclusive Use for the Works

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

2 Removal of Plant, etc.

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

3 Employer not liable for Damage to Plant

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

4 Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed

as relieving the Contractor from the sole responsibility for all material and work upon which ORD / Invitation to Bid Page 28 of 43



payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

5 Equipment and supplies furnished by Employer

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

40. APPROVAL OF MATERIALS ETC., NOT IMPLIED

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

41. MEASUREMENT OF WORKS

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

42. LIABILITY OF THE PARTIES

- 1. The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.
- 2. The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.



- 3. Unfulfilled Obligations, notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.
- 4. Contractor Responsible, Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of ten years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

43. AUTHORITIES

 The Employer shall have the right to enter upon the Site and expel the Contractor there from without thereby avoiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:

(a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;

(b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;

(c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;

(d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;

(e) If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;

(f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;



(g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;

(h) If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer. Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

2. Evaluation after Re-entry

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

3. Payment after Re-entry

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such



excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

44. URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

45. INCREASE AND DECREASE OF COSTS

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

46. MACHINERY

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

47. TEMPORARY WORKS AND REINSTATEMENT



The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where

diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

48. NOTICES

- 1. Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not bun reasonably withheld or delayed.
- 2. Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 3. Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.



49. FORCE MAJEURE

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.

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 the ORD and to the Engineer 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 the ORD of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

(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 ORD 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 the ORD of the occurrence of the force majeure submit a statement to the ORD 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

(c) Suspension;

(d) 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;

(e) 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 ORD shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and

(f) For the purpose of the preceding sub-paragraph, the ORD may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.



50. SUSPENSION BY THE ORD

The ORD may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the ORD sole discretion:

(a) Any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or

(b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the ORD of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

The term of this Contract may be extended by the ORD for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

51. TERMINATION BY THE ORD

The ORD may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the ORD upon not less than fourteen (14) days written notice to the Contractor.

Upon termination of this Contract:

(a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and

(b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.



52. TERMINATION BY THE CONTRACTOR

In the case of any alleged breach by the ORD of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the ORD detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the ORD of the existence of such breach and the ORD' inability to remedy it, or upon failure of the ORD to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions. Upon termination of this Contract under this Clause the provisions of sub-paragraph (b) of Clause 68 hereof shall apply.

53. RIGHTS AND REMEDIES OF THE ORD

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the ORD.

The ORD shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

54. SETTLEMENT OF DISPUTES

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

1. Notification

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

2. Consultation

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.


3. Conciliation

Where the representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the ORD Rules of Conciliation then obtaining.

55. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the ORD is an integral part.

56. CODE OF CONDUCT

Basic Principles

The Code of Conduct applies to all staff members. It also applies mutatis mutandis to development workers and integrated experts, meaning that it is incorporated into individual contractual agreements in a form specifically adapted to this group.

Orientation

The Code of Conduct is based on our common corporate values as set out in the company's Corporate Principles. We, the ORD staff members, practice these principles ourselves and expect our subcontractors to do so too. It is our wish that our project partners and target groups respect our principles.

ORD employees are guided by the following principles

• Equal rights

We work with other people without any distinction in terms of gender, marital status, skin color, religion or world view, culture, education, social origin, disability, age, sexual identity or nationality.

- **Prohibition of sexual harassment** We do not tolerate any form of sexual harassment in the company.
- Compliance with contract and statute

We fulfill our contractual agreements. We respect the law in Afghanistan and in our Partner countries.

• Transparency

We make sure that our actions and motives are clear and comprehensible.

Loyalty

We are loyal to our company, the federally owned ORD. This also means providing constructive criticism, which we express in an appropriate manner, first of all within ORD.

Confidentiality

We maintain secrecy towards unauthorised parties about matters concerning the company, its business partners, cooperation partners and other third parties that have come to our attention through our work for the company. The obligation to maintain secrecy also applies after the termination of a contract of employment. It does not apply to information that is in the public domain or which in terms of significance does not require secrecy.



VENDOR REGISTRATION FORM

Company Details and General Information

The information provided in response to this questionnaire will be held confidential by ORD for use only in Supplier Evaluation and not disclosed to any outside party without your prior written consent. Please provide the following information:

1. Name of supplier	
2. Address of supplier	
3. Contact name	
4. Telephone number	
5. Mobile number	
6. Email address	
7. Website address	
8. What are your opening hours/days?	
9. Company registration number	
10. Year of company registration	
11. Please attach company registration documentation	
12. Annual turnover of your company	
13. Number of employees in your company	
14. Name of bank	
15. Bank details	
16. What products and services do you supply?	
17. Are you able to provide samples of your goods?	
18. What warranties/repair services do you offer?	
19. What storage or stock capacity do you have?	
20. Please provide references of other aid agency customers you have supplied with goods or services.	
21. Do you have a health and safety policy?	

It should be noted that the answers you provide to this questionnaire might influence your potential relationship with ORD. Following completion, signature, and submission of this questionnaire any subsequent changes must be submitted to ORD in writing immediately.

ORD / Invitation to Bid



Annex - 3

SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE

Include projects that best illustrate your experience relevant to this (RFQ) or similar activities, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past Five years may be taken into consideration at the discretion of the evaluation panel.

No.	Project Title and Description of Activities	Location Province/District	Client Name/ Email/Tel #	Cost in US\$/AFN	Start Dates	End Dates	Completed Schedule (Yes/No)	Subcontract or or Prime Contractor?
1								
2								
3								
4								
5								

Bidder may attached their summary of relevant experience list as computerized that received goods and/or services of a nature similar to the requirements of this RFQ

ORD / Invitation to Bid



TECHNICAL COMPETENCE & RESOURCES

1. **Personnel Resources** – Please list your organization's key personnel in the below tables **Table** (1):

1.1 Number of Staff:							
	Managerial	Technical	Operative	Administrative	Other (specify)		
Nos.							

1.2 List the key and technical staff (not more than five persons)

Key and technical Personnel							
No	Name		Position		Date of Joining company		Year of Experience
	P	roposed staff	for co	mpletion of the in	l ntende	d project	
	Name	title		Years with company			ence & Job onsibility

2. Staff CVs – Please provide your company organization chart and CVs for all key and technical personnel (CVs for the listed personnel in Table 1.2 is mandatory).

1	Name:	
2	Gender	
3	Date of Birth:	
4	Nationality	
5	Position in the organization:	

ORD / Invitation to Bid



6	Education	
7	Professional affiliation/membership of professional bodies.	
8	Professional trainings (Indicate significant training since degrees under 7/above)	
9	Language skills	
10	Work experience [Starting with present position, list in reverse order with name of organization and position held by staff)	

3. Equipment and Machinery: please provide the list with submission of provable evidence. **Table (3)**

Equipment								
Type / Description / Model	Size /Capacity	Number	Current Location	Own or Leased	Age			

Note: add additional row if needed.



Bid FORM

Annex- 5

RFQ No.: AFG/ORD/20/05

Project Name: Construction of 2 wash culverts with 19 RCC pipe culverts

Company Name:___

To: ORD Regional Office, Mazar-I-Sharief

Dear Sir or Madam,

1. Having examined the Conditions of Contract, and Bill of Quantities and all other documents received with the Invitation to Bid for the execution of the Works in connection with the above named Project, we, the undersigned offer to execute and complete such Works and remedy any faults and defects therein in conformity with the conditions spelled out in the afore-mentioned documents for the sum of as mentioned in Price Proposal.

Or such other sums as may be ascertained in accordance with the said conditions.

- 2. We undertake, if our Tender is accepted, to commence the Works within the time required in the contract conditions, and to complete the whole of the Works comprised in the contract within the time stated in the Contract Conditions.
- 3. We agree to abide by this Bid for the period of 60 calendar days from the submission/opening date stated in the Invitation to Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. Unless and until a Contract Agreement is signed, this Bid, together with your written acceptance thereof, shall constitute a binding contract betweens.
- 5. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this:	day of:
Signature:	in the capacity of
duly authorized to sign Bid for and on behalf o	f
(Bidder name and address in block capitals)	
ORD / Invitation to Bid	Page 42 of 43



Declaration of Undertaking

Request for Quotation No.: AFG/ORD/20/05

Project Name: Construction of 2 wash culverts with 19 RCC pipe culverts

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of Afghanistan.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of Afghanistan.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the client, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

(Place)	this	day of

Name of company:		
Signature:	Mobile No	
Seal:	Email address	
ORD / Invitation to Bid		Page 43 of 43

Annex-6



FINANCIAL OFFER FORM

Project Code: AFG/ORD/20/05

Project Title: Construction of 2 Wash Culverts

Firdausi and Qalinbafan villages (PARR site), Balkh Province, Afghanistan

Subject:

Location:

A - Bill of Quantity

06/03/2020 Estimation date:

Unit Cost **Total Cost** No Description Quantity Unit Remarks AFN AFN Site preparation, clearing site ect. 226.00 1 Cu.M 2 Foundation excavation work 150.20 Cu.M PCC work (under stone masonry foundation) M :150 (1:2:4), (Under PCC there will be a layer of sand, the 3 cement is fresh, the sand is washed, the water is clean, 7.20 Cu.M the proportion of cement-sand is considered, at least 14 days curing.) Stone masonry work for foundation with cement & send mortar M300, 1:4.(Stone should be crushed mountain 4 stone, sand and water is clean, cement should not be 39.60 Cu.M more than 3 months old, the cement - sand proportion will be considered.) PCC work (Wash culvert slab) with steel bar bending (M: 200, 1:1.5:3), (Mixer and vibrator should be used for concrete placing, possibly washed crushed aggregate is used, water is drinkable water, fresh Portland Gory or 5 38.50 Cu.M other high quality cement is used, at least 15 days curing Rusty steel should not be used, steel tensile stress will not be less than 3000 kg/cm2 shattering is separate part and the cost should be separate.) Useing of 14 mm steel bar for dowel at joints, the rebars should be clean of rust, steel tensile stress will not be 6 411.59 Kg less than 3000 kg/cm2 shattering is separate part and the cost should be separate.) Filling work with gravel 25 cm thickness and it is compaction.(River gravel can be used for filling.) Before 7 47.50 Cu.M gravel pavement the base should be cleaned and compacted regularly to prevent the structure collapse. Shuttering for causeway slab and bollards (using of steel 8 256.20 Sq.M plate or proper wooden planks). Plastering M400, 1:3.(the thickness of the plastering 9 24.00 Sq.M should not be less than 1.5 cm, at least 14 days curing, sand and water is clean, cement is fresh.) Pointing of stone work M:400, 1:3.(the proportion of 30.00 10 cement - sand is a must, cement is not older than 3 Sq.M months, sand and water is clean.) 226.00 11 Site clearance around the culvert and protection walls. Sq.M provide and Install of metallic signboards (1. x 1.5) m2, Iron sheet 0.6 and galvanized pipe 18 gage for project 12 2.00 No visibility. After the UNHCR Approval will be accepted.

Annex - 7

TOTAL						
Specification of estimate and bid: 1.This estimate provides for all labor, material transport, tools, equipment's and method of construction and any other necessary to be incurred for the construction part and included overhead & profit for this whole process and site guidance given by the engineering representative 2. Name of Sites:						
Company Name:						
Date:						
Signature (Name / Position):						
Stamp / Seal:						
Mobile No:						
Email Address:						
Total Price in words (AFN) -						





FINANCIAL OFFER FORM

Project Code: AFG/ORD/20/05

Project Title: Construction of 19 RCC Pipe Culverts

Location: Firdausi (PARR site), Mazar-I-Sharief, Balkh Province, Afghanistan

Subject: <u>B</u> 19 RCC pipe Culvert construction bill of quantity

Estimation date: 31/03/2020

No	Description	Quantity	Unit	Unit Cost AFN	Total Cost AFN	Remarks	
1	Site preparation, clearing site ect.	304.00	Cu.M				
2	Foundation excavation work	251.26	Cu.M				
3	PCC work (under stone masonry foundation) M :150 (1:2:4), (Under PCC there will be a layer of sand, the cement is fresh, the sand is washed, the water is clean, the proportion of cement-sand is considered, at least 14 days curing.)	25.42	Cu.M				
4	Stone masonry work for foundation with cement & send mortar M300, 1:4.(Stone should be crushed mountain stone, sand and water is clean, cement should not be more than 3 months old, the cement - sand proportion will be considered.)	109.44	Cu.M				
5	RCC pipe D=45 cm; Procurement of RCC pipe D=45 cm as per attached design and specifications including transportation cost		М				
6	Shuttering for causeway slab and bollards (using of steel plate or proper wooden planks)	287.28	Sq.M				
7	Filling with soil and compaction	129.11	m3				
8	Pointing of stone work M:400, 1:3.(the proportion of cement - sand is a must, cement is not older than 3 months, sand and water is clean.)	171.00	Sq.M				
9	Site clearance around the culvert and protection walls.	304.00	Sq.M				
	TOTAL						
1.This incurre	Specification of estimate and bid: 1.This estimate provides for all labor, material transport, tools, equipment's and method of construction and any other necessary to be incurred for the construction part and included overhead & profit for this whole process and site guidance given by the engineering representative.						
Compa	Company Name:						
Date:							
0:							

Signature (Name / Position):

Stamp / Seal:

Mobile No:

Email Address:

Total Price in words (AFN) -

Annex - 7



Granular material and filling to be place and compacted in 15cm layers. •





CULVERT DESIGN AND 200M ROAD GRAVEL-1st Portion SCALE 1:100





					IMPLEMENTER
Fownship			SCALE 1:100	UNIT METER	DATE: 03/23/2020
			(210 X 297)MM S	(297 X 420)MM	(594 X 420)MM D
			WAW A4	EK 2	PAF A2
		– SHARIF	UNHCR SOM & W	UNHCR SOM	UNHCR SOM
	ACCESS TO SERVICES	SUB OFFICE MAZAR-E-SHARIF	0" DESIGNED BY	DRAWN BY	CHECKED BY
	ACCESS TO		N 00' 00' 00''	ш CbS	I
		UNHCR 3	BALKH	MAZAR	FIRDAUSI
			ROAD & CULVERT	GENERAL PLAN	ARCHITECTURAL / 03
			PROJECT TITLE	DRAWING TITLE	SECTION/SHEET#
			N. S.	UNHCR	APPROVER
S NOTED OTHERWISE, LINEAR DIMENSIONS SHOWN ARE IN M	eter.				



				ER
				IMPLEMENTER
		1:100	CM	03/23/2020
		SCALE	UNIT	DATE:
		A4 ((210 X 297)MM SCALE 1:100	A3 🔀 (297 X 420)MM UNIT CM	A2 ((594 X 420)MM DATE: 03/23/2020
		ΒΖIS	S A3	dAq
ACCESS TO SERVICES SUB OFFICE MAZAR-E-SHARIF	-SHARIF	N 00' 00' 00" DESIGNED BY UNHCR SOM & WAW	DRAWN BY UNHCR SOM	CHECKED BY UNHCR SOM
	MAZAR-E	DESIGNED BY	DRAWN BY	СНЕСКЕД ВУ
ESS TO	OFFICE 1	00, 00, 00,,		
ACC	SUB	z	ш SdЭ	Ι
	UNHCR	BALKH	MAZAR	FIRDAUSI
		PROVINCE	DISTRICT	VILLAGE
		NO	ITAD	ол т
		ROAD & CULVERT	GENERAL PLAN	ARCHITECTURAL / 04
		PROJECT TITLE	DRAWING TITLE	SECTION/SHEET#
New an		N. S.	UNHCR	APPROVER

	Existing road
	Design gravel road
Ξ	Pipe culvet
	Wash

Note: See typical gravel road cross section for the road graveling.

















Granular material and filling to be place and compacted in 15cm layers. •