**REQUEST FOR PROPOSALS**

Consulting Services:

Consulting Service for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul

3rd December 2020

Japan International Cooperation Agency (JICA)

Afghanistan Office

# Section 1. Letter of Invitation

**Subject: Request for Proposal**

Reference Title: Consulting Service for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul

Date: 3rd December 2020

**Attention:**

The Japan International Cooperation Agency (JICA) Afghanistan Office now invites proposals to provide the following consulting services. Consulting Service for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul More details of the services are provided in the Terms of Reference.

It is not permissible to transfer this invitation to any other firm and individual.

The RFP includes the following documents

Section 1 - Letter of Invitation (LOI)

Section 2 - Summary Sheet of the Instruction to Consultants

Section 3 - Instruction to Consultants

Section 4 - Applicant’s Qualification

Section 5 - Technical Proposal Forms

Section 6 - Financial Proposal Forms

Section 7 - Terms of Reference (TOR)

Section 8 - Drafted Service Agreement

Sincerely,

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ARAI Kazuhisa

Chief Representative

JICA Afghanistan Office

**Section 2. Summary Sheet of the Instruction to Consultants**

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| 1. **Name of the assignment** | Consulting Service for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul |
| 1. **Method of selection** | QCBS (Quality and Cost Based Selection) |
| 1. **JICA’s officer in charge** | Mr. Ajmal Niazi and Eng. Waheedullah Sabawoon  JICA AfghanistanOffice  Address: No. 179, Behind Ministry of Defense, Shashdarak Main Road, District 9, Kabul E-mail:[AjmalNiazi.AN@jica.go.jp](mailto:AjmalNiazi.AN@jica.go.jp), [Waheedullah.Sabawoon@yahoo.com](mailto:Waheedullah.Sabawoon@yahoo.com)  0794111010 and 0795795852 |
| 1. **Type of contract** | Lump-Sum |
| 1. **Proposal submission deadline** | **Date**: 24th December 2020  **Time:** 12:00 Local Time |
| 1. **Deadline of request for clarification** | 10 calendar days before the Proposals’ submission deadline | |
| 1. **Proposal submission address** | same as the above **3. JICA’s officer in charge** |
| 1. **Expected date for the negotiations** | 3rd January 2020  Applicant who achieves the highest scores combining the technical and financial score will be invited to the contract negotiation. |
| 1. **Expected date for the commencement of the Services** | 10th January 2021 |
| 1. **Contract Term** | From 10th January to 31st May 2021 |

# Section 3. Instructions to Consultants

# General Provisions

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| 1. **Introduction** | * 1. Consultation are invited to submit a Technical Proposal together with a Financial Proposal for Consulting Services required for the assignment (hereinafter called the “Proposal”). The Proposal will be the basis for interviewing, negotiating and ultimately signing the Contract with the selected Consultant.   2. JICA will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified below upon request from the Consultant:   Design Report, Geo-technical Report, Topography Plan, Design Drawing for Pule Guzargah |

# Preparation of Proposals

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| 1. **General Considerations** | In preparing the Proposal, the Consultant is expected to examine the Request for Proposal (hereinafter called the “RFP”) in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 1. **Cost of Preparation of Proposal** | The Consultant shall bear all costs associated with the preparation and submission of its Proposal and JICA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. JICA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 1. **Language** | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and JICA, shall be written in English. |
| 1. **Documents Comprising the Proposal** | The Proposal shall comprise the documents and forms listed below;  **1. Applicant’s Qualification:**   * + - * 1. QUA-1 Applicant Information Form         2. QUA-2 Financial Situation Form   **2. Technical Proposal:**  (1)TECH-1 Technical Proposal Submission Form  (2)TECH-2 Description of the Approach, Methodology, and  Work Plan for Performing the Assignment  (3)TECH-3 Work Schedule and Planning for Deliverables  (4)TECH-4 Personnel Schedule  **3. Financial Proposal:**   * 1. FIN-1 Financial Proposal Submission Form   2. FIN-2 Breakdown of Remuneration, Reimbursable Expenses and Indirect Cost Estimates   3. FIN-3 Calculation Sheet for Reimbursable Expenses |
| 1. **Only One Proposal** | The Consultant shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. |
| 1. **Proposal Validity** | Proposal must remain valid for thirty (30)calendar days after the Proposal submission deadline. |
| 1. **Clarification and Amendment of RFP** | Any request for clarification must be sent by standard electronic means, which includes email transmissions, to JICA’s address indicated in Section 2. Summary Sheet of the Instruction to Consultants. JICA will release the response (including an explanation of the query but without identifying its source) on the web site operated by Agency Coordinating Body for Afghan Relief and Development (ACBAR: <http://www.acbar.org/>) at the 13th December 2020. Should JICA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below;  At any time before the proposal submission deadline, JICA may amend the RFP by issuing an amendment on ACBAR.  If the amendment is substantial, JICA may extend the proposal submission deadline to take an amendment into account in their Proposals. |
| 1. **Qualifications of the Applicant** | To establish its qualifications to perform the Contract, The Consultant is required to submit a Applicant’s Qualification using the forms provided in **Section 4. Applicant Information Forms**. |
| 1. **Technical Proposal Format and Content** | 10.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details shall be declared non-responsive.  10.2 The Consultant is required to submit a Technical Proposal using the standard forms provided in **Section 5. Technical Proposal Forms**. |
| 1. **Financial Proposal** | 11.1 The Financial Proposal shall be prepared using the provided in **Section 6. Financial Proposal Forms**. It shall list all costs associated with the assignment (a) remuneration, (b) reimbursable expenses indicated in the Financial Proposal Forms.  11.2 The Consultant is responsible for meeting all tax liabilities arising out of the Contract.  11.3 The Consultant shall express the price for its Services in US dollars. |

# Submission, Opening and Evaluation

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| 1. **Submission of Proposals** | 11.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 5 (Documents Comprising Proposal). The submission can be done by email with attached the password protected proposal.  12.2 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.  12.3 The number of the proposal is as stated below;  (1) **Applicant Information:** one (1) password protected soft copy of PDF ;  (2) **Technical Proposal:** one (1) password protected soft copy of PDF;  (3) **Financial Proposal:** one (1) password protected soft copy of PDF.  12.4 The PDF file of the Applicant Information shall be named “**Applicant Information**”.  12.5 The PDF file of the Technical Proposal shall be named “**Technical Proposal**”.  12.6 The PDF file of the Technical Proposal shall be named “**Financial Proposal**”.  12.7 The Proposal which consists of three password protected PDF files must be arrived to JICA by email no later than the deadline indicated in **Section 2. Summary Sheet of the Instruction to Consultants**, or any extension to this deadline. Three passwords for the password protected PDF file must be sent by the separate email (Three password must be different each other). Any Proposal received by JICA after the deadline may be declared late and rejected, and promptly returned unopened. |
| 1. **Confidentiality** | From the time the Proposals are opened to the time the Consultant is awarded, the Consultant should not contact JICA on any matter related to its Applicant’s Qualification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. |
| 1. **Qualification of the Applicant** | 14.1 The determination shall be based upon an examination of the documentary evidence of the Applicant’s qualifications submitted by the Applicant. If the criteria are not met, proposal shall be rejected at this point.  14.2 JICA shall use the following criteria and requirements to evaluate the qualifications of the Applicants: The audited balance sheets for the last three (3) years must demonstrate the current soundness of the Applicant’s financial position and indicate its prospective long-term profitability;Minimum average annual turnover of USD 300,000 calculated as total certified payments received for contracts in progress and/or completed, within last three (3) years; |
| 1. **Proposals Evaluation** | 15.1 The evaluators of the Technical Proposals appointed by JICA shall have no access to the Financial Proposals until the technical evaluation is concluded.  15.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, JICA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. |
| 1. **Evaluation of Technical Proposals** | 16.1 JICA shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system described below;  I Consultant's general experience and competence in the field covered by the TOR: 10  II Adequacy of the proposed approach, methodology and work plan in responding to the TOR: 30  III Experience and records of the staff members to be assigned to the work: 60  a) Position 1: Team Leader/Sr. Bridge Engineer: 30  b) Position 2: Sr. Structural Engineer: 20  c) Position 3: Specialist for Cost Estimation and Implementation Planning: 10  Total Points for Three Criteria: 100  16.2 Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score required to pass: 70 |
| 1. **Correction of Errors** | Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| **a. Time-Based Contracts** | 17.1 If a Time-based Contract form is included in the RFP, JICA will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and JICA shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
|  |  |
| 1. **Taxes** | The JICA’s evaluation of the Consultant’s Financial Proposal shall include taxes and duties in Afghanistan. |
| 1. **Combined Quality and Cost Evaluation** | 19.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions stated below.  **[Financial Score]**  The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.  The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:  Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  **[Combined Score]**  The weights given to the Technical (T) and Financial (F) Proposals are:  **T** =80%, and  **F** =20%  Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 100(%)) as following: S = St x T% + Sf x F%  19.2 The Consultant achieving highest combined technical and financial score will be invited for negotiation. |

# Negotiations and Award

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| --- | --- |
| 1. **Negotiations** | The negotiations will be held shortly after notification to successful/unsuccessful Consultant (s) with the successful Consultant’s representative(s).  **[Technical negotiations]**  20.1 The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, JICA’s inputs, the Conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, in order that the quality of the final product, its price, or the relevance of the initial evaluation may not be affected.  **[Financial negotiations]**  20.2 The financial negotiations will reflect the agreed technical modifications in the cost of the services.  20.3 The financial negotiations will, as necessary, include remuneration rate and quantities of items of reimbursable expenses that may be increased or decreased from the relevant amounts shown in the Financial Proposal but without significant alterations. |
| 1. **Conclusion of Negotiations** | 21.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by JICA and the Consultant’s authorized representative.  21.2 If the negotiations fail, JICA shall terminate the negotiations informing the Consultant of the reasons for doing so and will invite the next-ranked Consultant to negotiate a Contract. |
| 1. **Award of Contract** | 22.1 After completing the negotiations JICA shall award the Contract to the selected Consultant and promptly notify the other Consultants.  22.2 The selected Consultant is expected to commence the assignment on the date specified in **Section 2. Summary Sheet of the Instruction to Consultants**. |

**Section 4. Applicant’s Qualification**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Applicant’s Qualification Forms shall be used for the preparation of the Applicant’s Qualification according to the instructions provided in Section 2 and 3.

**QUA-1 Applicant Information Form**

**QUA-2 Financial Situation Form**

**Form QUA-1**

Applicant Information Form

{Location, Date}

*[The Applicant shall provide the following information.]*

|  |
| --- |
| Applicant’s legal name:  *[insert full name]* |
| In case of a JV, legal name for the representative member and each member:  *[insert full name of each member in the JV and specify the representative member]* |
| Applicant’s actual or intended country of registration:  *[insert country of registration]* |
| Applicant’s actual or intended year of incorporation:  *[insert year of incorporation]* |
| Applicant’s legal address in country of registration:  *[insert street / number / town or city / country]* |
| Applicant’s authorized representative information:  Name: *[insert full name]*  Address: *[insert street / number / town or city / country]*  Telephone: *[insert telephone numbers, including country and city code]*  E-mail address: *[insert e-mail address]* |
| Attached are copies of original documents of registration of the legal entity named above. |

**Form QUA-2**

Financial Situation Form

*[The following table shall be filled in for the Applicant and for each member of a JV.]*

{Location, Date}

Applicant’s Name: *[insert full name]*

**1. Financial data**

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Financial information in**  ***[currency]*** | **Historic information for previous 3 years**  **(amount in *[currency or USD equivalent]*)** | | |
|  | *Year 2017* | *Year 2018* | *Year 2019* |
| **Statement of Financial Position (Information from Balance Sheet)** | | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Net Worth (NW) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
| **Information from Income Statement** | | | |
| Total Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Profits After Taxes (PAT) |  |  |  |

*[The Applicant, or in case of a JV each member of a JV, shall provide copies of financial statements for three (3) years.]*

2. Financial documents

Attached are copies of financial statements for three years required above.

# Section 5. Technical Proposal Forms

{Notes to Consultant shown in brackets { } throughout Section 5 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

###### Checklist of Required Forms

|  |  |  |
| --- | --- | --- |
| **Form** | **Description** | **Page Limit** |
| TECH-1 | Technical Proposal Submission Form | *[insert: number]* |
| TECH-2 | Consultant’s Organization and Experience  A. Consultant’s Organization  B. Consultant’s Experience | *[insert:10]* |
| TECH-3 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | *[insert:20]* |
| TECH-4 | Work Schedule and Planning for Deliverables | *[insert:5]* |
| TECH-5 | Personnel Schedule | *[insert:3]* |
| TECH-6 | Curriculum Vitae (CV) for Key Experts | *[insert: 12]* |

###### Form TECH-1

**Technical Proposal Submission Form**

{Location, Date}

To: Chief Representative

Japan International Agency (JICA) AfghanistanOffice

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul” in accordance with your Request for Proposals dated 3rd December 2020.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by JICA.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Instructions to Consultants (ITN).

(c) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected date for the commencement of the Services indicated in the Summary Sheet of the Instruction to Consultants.

We understand that you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Firm:

Address:

Contact information (phone and e-mail):

**Form TECH-2**

**Consultant’s Organization and Experience**

{Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.}

**A - Consultant’s Organization**

{Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member for this assignment, including organizational chart, a list of Board of Directors, and beneficial ownership.}

**B - Consultant’s Experience**

{1. List only previous similar assignments successfully completed in the last *[*.....*]* years.}

{2. List only those assignments for which the Consultant was legally contracted by JICA and other similar organizations as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by JICA.}

| **Duration** | **Assignment name & brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value (in US$ equivalent) / Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
| {e.g., Jan.2009– Apr.2010} | {e.g., “Improvement quality of...............”: designed master plan for rationalization of ........; } | {e.g., Ministry of ......, country} | {e.g., US$1 mill/US$0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
| {e.g., Jan-May 2008} | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on..............} | {e.g., municipality of........., country} | {e.g., US$0.2 mil/US$0.2 mil} | {e.g., sole Consultant} |

**Form TECH-3**

**Description of Approach, Methodology, and Work Plan for Performing the Assignment**

{Form TECH-3: a description of the approach, methodology, and work plan for performing the assignment}

{Suggested structure of your Technical Proposal}

1. ***Technical Approach, Methodology, and Organization of the Consultant’s team****.*

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TOR in here.}

1. ***Work Plan and Staffing***.

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by JICA), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the FORM Tech-4 (Work Schedule).}

1. ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by JICA. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**Form TECH-4: Work Schedule and Planning for Deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Activity** | **Months** | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | **.....** | **n** |
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1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as JICA’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

**Form TECH-5: Personnel Schedule**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | Name of Expert  / Position | Input of the Personnel | | | | | | | | | | | | | Total person-month input |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| EXPERT(S) | | | | | | | | | | | | | | | |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | | | | Sub-Total | |  |
| Other Personnel | | | | | | | | | | | | | | | |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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1. For experts the input should be indicated individually; for other personnel it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).

2. Months are counted from the start of the assignment.

Full time input

Part time input

**Form TECH-6**

**CURRICULUM VITAE (CV) for Experts**

|  |  |
| --- | --- |
| **Position Title** | {e.g., TEAM LEADER} |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship / Residence** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:**

{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position.**  **Contact info for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…  For references: Tel…………/e-mail……;  Mr. Hbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):**

**Expert’s contact information:** (e-mail, phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by JICA.

Name of Expert Signature Date{day/month/year}

Name of authorized Signature Date{day/month/year}

Representative of the Consultant

(the same who signs the Proposal)

**Section 6. Financial Proposal Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2 and 3.

**FIN-1 Financial Proposal Submission Form**

**FIN-2 Breakdown of Remuneration, Reimbursable Expenses and Indirect Local Tax Estimates**

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: Chief Representative

JICA Afghanistan Office

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul in accordance with your Request for Proposal dated 3rd December 2020.

Our attached Financial Proposal is for the amount of {indicate the corresponding to the amount(s) currency} {Insert amount(s) in words and figures}, including of all indirect local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand that you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Firm:

Address:

Contact information (phone and e-mail):

**Form FIN-2**

**Breakdown of Remuneration, Reimbursable Expenses and Indirect Local Tax Estimates**

{When used for Lump-sum Contract assignment, information to be provided in this Form shall only be used, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-sum Contracts.}

**Total Costs of (1), (2) and (3) : *{insert: total estimate cost}***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Remuneration** | | | | | |
| No. | *Name* | *Position* | *Person-month Remuneration Rate* | *Time input in person/month* | *Cost* |
|  | **1) Experts** |  |  |  |  |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
|  | **2) Other Personnel** |  |  |  |  |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| **Total of (1)** | | | | |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Reimbursable Items** | | | | | |
|  | *Type of Reimbursable expenses* | *Unit* | *Unit Cost* | *Quantity* | *Cost* |
| 1 | {e.g., Per diem allowances} | {Day} |  |  |  |
| 2 | {e.g., national air travel} | {Trip} |  |  |  |
| 3 | {e.g., rent-a-car} | {Day} |  |  |  |
| 4 | {e.g., reproduction of reports} |  |  |  |  |
| 5 | {e.g., office rent} |  |  |  |  |
| 6 | {e.g., office supplies} |  |  |  |  |
| 7 | {e.g., support staff/secretary} |  |  |  |  |
| 8 | {e.g., seminars/workshops} |  |  |  |  |
| **Total of (2)** | | | | |  |

|  |  |
| --- | --- |
| **Total Costs of (1)+(2)** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Indirect Local Tax Estimates** | | | |
| 1 | {insert type of tax. e.g., VAT or sales tax} |  | |
| 2 | {e.g., income tax on non-resident experts} |  | |
| 3 | {insert type of tax} |  | |
| 4 | {insert type of tax} |  | |
| **Total Estimate for Indirect Local Tax (3)** | | |  |

**Section 7. Terms of Reference (TOR)**

**SCOPE OF WORK**

**of**

**the Consulting Service**

**for**

**Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul**

1. Introduction

The purpose of this consultancy service is to provide technical information and cost estimates necessary for the approval process of an expected grant aid project on the Rehabilitation of Bridges on Main Roads in Kabul.

The population of Kabul, the capital of the Islamic Republic of Afghanistan (hereinafter referred to as “Afghanistan”), which was approximately 2 million in 1999, has reached almost to 5 million with annual growth of 3.9 %, and continues to increase the number rapidly. It is estimated to reach 6.5 million by 2025. In 2012-13 total registered vehicles were 1,762,357 which increased to 1,834,315 vehicles in 2013-14 with the annual growth of 4% and which the majority of them commuting in the major cities especially in Kabul City. On the other hand, neither the existing numbers of roads and bridges in Kabul city are sufficient for normal transportation, nor is the condition of majority of the roads and bridges good enough for smooth transportation.

Capacity Development (hereinafter referred to as “CD”) is a key component for strengthen of not only road and bridge management and maintenance, but overall activities and services provide by Kabul Municipality (hereinafter referred to as “KM”). Since 2010, a series of short-term training have been conducted abroad and 180 officials of KM were trained in various fields including Road Construction Management & Maintenance, Project Management, Urban Planning & Development, Land Re-adjustment, Traffic control and construction permit conducted by various international partners such as JICA, USAID and World Bank. More than 600 officials were trained inside the country mainly in office management, English & Computer skills, Safety, Leadership and proposal writing conducted by USAID. To continue the CD “The Project for CD for Management of Kabul City Road Improvement” (hereinafter referred to as “the Project”) started in October 2016 responding to the request from KM. The Project through a series of CD activities targeting on four technical sectors: 1) road design, 2) road construction supervision and 3) road maintenance, 4) bridge maintenance as key technical sectors in road and bridge management.

In the course of CD on bridge management, KM technical staff conducted the initial inspection to all bridges and detailed inspection to some bridges. The detailed inspection consists of concrete strength test, chloride ion content test, neutralization test, bar arrangement checking. As a result serious damages were observed on some bridges that are located on the main traffic route in Kabul. In order to avoid traffic disruption due to the further deterioration of bridges JICA decided to formulate a grant aid project to rehabilitate following candidate bridges.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Existing Bridge Name and Coordinates | Existing Length | Existing Width | Existing Bridge Type | Description |
| Pule Bagrami  69.2772E  34.4955N | 27 m | 16 m | RCC T-Beam Girders | This bridge is located on Kabul-Jalalabad Highway which is the main road connecting Kabul Province to Nangarhar Province to Pakistan, Daily traffic passing this bridge is high as it is located on one of main highways, it has two spans. It is made of PC concrete. But it assumed that it was constructed around 1980. |
| Pule Mahmood Khan Old  69.1906E  34.5208N | 42.1m | 15.4m | RCC Girders | This bridge has a high traffic volume, crosses the Kabul river, and there is ministry of defence near to this bridge. This bridge consist of three spans and construction year is unknown. But it is assumed that it was constructed before or around 1970. |
| Pule Guzargah  69.1555E  34.5037N | 37m | 8.5m | RCC Slab | This bridge lays on Guzargah route and has high volume of traffic. Famous garden which is called Baber Garden (Public Park) is near this bridge so this bridge is one of important bridges. This bridge is skew bridge and its pier and abutments are not parallel to each other. It crosses the Kabul river, has five spans and construction year is unknown. But it is assumed that was constructed before or around 1960.  Outline Design and cost estimation was done in 2014. |
| Pule Sokhta Old  69.1208E  34.5054N | 20m | 10m | Arch stone/ brick masonry with RCC slab | This bridge is very old and located on arterial road in central area between districts 5 and 6, which is very much crowded and important place. Due to high-volume of traffic, another bridge is newly built in vicinity to this bridge. This bridge has four spans with concrete super structures and stone masonry substructures. The construction year is unknown, but it is assumed that it was constructed around 1950. |
| Pule Gulbagh  69.1214E  34.4248N | 28m | 6.6m | Arch stone/ brick masonry with RCC slab | This bridge is very old bridge and located on major collector road between district 6 and district 20, which connect many villages. The traffic volume is very high. This bridge has 3 spans with different lengths having stone/brick masonry arch structure and RCC slabs. The construction year is unknown, but seems to be constructed over 70 years ago. |
| Pule Sang-e-Naweshta  69.1965E  34.4334N | 36m | 4m | RCC Slab | This bridge is very important and has heavy traffic volume, and located near to Kabul Logar highway that serves as transport route of construction material to Kabul, and crosses the Logar river. This bridge has five spans and age of this bridge seems to be more than 60 years. |

JICA conducted an Outline Design for Main Roads and Bridges Improvement in Kabul City in 2014, and design and cost estimate for the new Macroyan Bridge and Guzargah Bridge was worked out. This consultancy service aims at similar outputs as those two bridges.

1. Scope of Work

The scope of work is as follows:

II.0  ***Study and review of the outline design and cost estimation of Pule Guzargah:*** The consultants shall first familiarize about the outputs required by studying and reviewing the design drawing and cost estimate of the Guzargah Bridge. The cost estimation for Guzargah Bridge shall be reviewed and updated, if necessary to reflect the current market price, so that the estimates for all bridges are consistent. The difference in the cost in respect to the Engineer’s Estimate after the Detailed Design shall be less than 20% in principle. Through discussions with JICA at the very initial stage the level and contents of the outputs and work schedule shall be agreed with JICA.

II.1  ***Preliminary Design for each bridge (except Pule Guzargah) including approach section of the road:*** The consultants shall first discuss and agree about the exact location of the new bridges. The preliminary design for each bridge shall include, but not limited to, following aspects. The consultants shall bear in mind the cost-effective design and construction.

* Superstructure
* Substructure
* Foundation
* Revetment and river bottom protection
* Accessories such as surface drainage, guard rail, bearing material, expansion joint, anchor bolts etc.
* Approach section of road
* Pavement Design

II.2 ***Implementation Plan:*** The consultants shall develop implementation plan considering, but not limited to, following aspects. The consultants shall bear in mind the cost-effective method.

* Temporary structure to protect the construction site
* Traffic diversions
* Demolition and removal of existing bridge
* Time schedule for construction
* Consultants’ man-month and staffing plan for Detailed Design and supervision

II.2 ***Preliminary cost estimation:*** Using the preliminary design the consultant shall provide BOQ for construction of bridges including all costs necessary for construction of the bridges. It shall also contain costs for traffic diversion, demolition and removal of old bridge, revetment and river bottom protection as necessary. The preliminary cost estimate will be used for the budgeting of the grant aid, so all practical costs for the construction and consultant fees for detailed design/supervision shall be covered.

II.3 ***Survey on site conditions:*** In order to avoid a big difference between the preliminary design and detailed design the consultants shall conduct the following site surveys at each bridge site except for the Pule Guzargah.

* Geo-technical survey at the bridge site. The detail specification is attached.
* Topographical survey at the bridge site including approach road sections (if applicable). Scale shall be 1/1000. Coordinates for BM shall be mentioned.
* Survey on land ownership and any existing obstacles at the bridge site that might become a potential influential factor during the construction.
* Survey on river conditions at the bridge site. As no historical river data exists the consultant shall conduct interviews to the local people at the site and propose flood protection measures for the bridge.

Geo-technical survey and topographic survey may be sub-contracted with a proper supervision and verification of the result by the consultants.

II.4 ***Preliminary traffic management plan:*** The consultants shall conduct traffic survey at each bridge site (including Pule Guzargah), with minimum of 5 typical week-days, by traffic type (e.g. pedestrian, bicycle, motor bike, passenger car, mini bus, large bus, small truck, medium truck, large truck, articulated truck), then provide a preliminary traffic management plan during the construction.

II.5 ***Reports:*** The consultant has to prepare the Preliminary Design report that shall include but not limited to the followings;

* Design standards and design calculation;
* Drawings such as location map, general view (1/500), cross section, structural drawing for superstructure, abutment and pier, re-bar arrangement for abutment and pier, accessories for each bridge;
* Implementation plan comprised of a time schedule and detailed work flow for construction;
* Preliminary cost estimates for each bridge;
* Report on topographical and geo-technical survey;
* Report on land ownership and obstacles;
* Report on proposed traffic management;
* Report on river conditions;
* Monthly activity record for each key personnel;
* Items that are not fully covered under this preliminary design and to be studied during the Detailed Design, along with any recommendations for the Detailed Design.

The report size should be A4 size, and should be written in English. The Consultant should submit two (2) hard copies and one (1) pdf of the Final Report and the original geo-technical and topographic survey results.

1. Duration of Work

III.1 Considering the schedule for the approval process of the grant aid the consultancy work shall be completed by 31 May 2021.

III.2 A draft final report shall be submitted to JICA by 15 March 2021, that covers all the results of the Scope of Work for discussion and adjustments by both sides.

III.3 In order to facilitate smooth and effective progress of the work within a very limited period, it is highly recommended to hold regular talks and discussions with JICA and if required with KM. JICA can arrange and join such meetings as necessary.

1. Key Personnel

Team Leader/Senior Bridge Engineer: Minimum of 15 years’ experience, including government and donor financed projects in Afghanistan.

Senior Structural Engineer: Minimum of 10 years’ experience, including government and donor financed projects in Afghanistan.

Specialist for Design Calculation: Minimum of 8 years’ experience, including government and donor financed projects in Afghanistan.

Specialist for natural conditions and land ownership: Minimum of 8 years’ experience, including government and donor financed projects in Afghanistan.

Specialist for Traffic Management: Minimum of 8 years’ experience, including government and donor financed projects in Afghanistan.

Specialist for Cost Estimation/Implementation Planning: Minimum of 8 years’ experience, including government and donor financed projects in Afghanistan.

The consultant shall propose any other additional personnel deemed necessary for the completion of the task.

1. Payment

JICA will pay 100% after delivery.

However, 50% might be paid at the time of submission of the Draft Report upon request.

In case of the above, 50% will be paid at the acceptance of all Reports.

1. Duty of the Consultant

The Consultant should not disclose any information, which will be obtained during this survey without the permission of the Client in writing, both during the survey and after the termination of the Agreement on the survey.

The consultants shall assess the security of the sites in order to avoid any security incidents. If the security situation does not allow for site inspection, the consultants shall notify JICA for any alternative methods.

Technical Specification for Geo-technical Investigation Work

1. Location of the investigation is one each at every bridge, but not for Pule Guzargah.
2. Exploratory borings with standard penetration tests and sampling

Drilling shall be terminated after confirming a two-meter thick hard layer below a competent bearing stratum with SPT N-value of 50 or more, or hard soils or rocks of 2 meters in depth. If hard rock is encountered, the consultant shall obtain rock samples by rock coring for rock type identification and further laboratory testing. Water level in the borehole must be measured every day during the boring, and the borehole must be backfilled after the boring is completed.

SPT shall be carried out at every 1 m and whenever the type of soil is changed during drilling. Samples obtained by SPT shall be observed as to their color and structure, size, shape, gravel particles, types of soil and condition of moisture at the site. The observation records shall be summarized in the drilling logs. The final depth of each borehole shall be verified by the Team Leader.

1. Laboratory soil tests on samples collected from boreholes and test pits

Laboratory soil tests shall include: moisture/water content, unit weight, specific gravity, grading/sieve analysis, liquid and plastic limits, rock unconfined compression test under respective ASTM codes.

CBR test of laboratory-compacted soils shall be carried out to evaluate potential strength of subgrade for the pavement design of approach section of the road, if necessary.

1. Preparation of factual report

Two hard copies and one soft copy shall contain:

* location map of boreholes,
* brief statement for method of the work,
* items and quantities of the work performed,
* duration of drilling work,
* brief statement of geological feature around site,
* record of water level in the borehole and casing depth,
* drilling logs,
* laboratory test results
* photos of the field activities

1. Payment condition

The payment for the geo-technical investigation shall be made based on the actual depth of boreholes and actual number of soil samples tested.

For the bid proposal the depth of 15 m for soils and 2 m for hard rocks shall be used and the number of laboratory tests shall be three soil samples per borehole.

**Section 8. Drafted Service Agreement**

**Consultancy Contract**

**Between**

**Japan International Cooperation Agency (JICA)  
Afghanistan Office**

**And**

**[Name of Consultancy]**

**On**

**Consulting Service**

**For**

**Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul**

**January 2021**

**CONTRACT**

|  |  |  |
| --- | --- | --- |
| 1. | Scope of Work | See Appendix |
| 2. | Contract Amount | Currency: US Dollars  Amount: USD XXX,XXX (XXX US dollars only) including tax  If the Contract is terminated in the middle of a month, the amount of the payment on the Consultant’s Fee for a concerned month shall be calculated on a pro-rata basis. |
| 3. | Contract Period | From 10th January to 31 May 2021 |
| 4. | Completion of Works | 31 May 2021 |

This Contract is made and entered into on 10th January 2021 by and between Mr. ARAI Kazuhisa, Chief Representative of Japan International Cooperation Agency (JICA) Afghanistan Office having its registered office at House No. 179, behind Ministry of Defense, Shash Darak Main Road, Kabul, (hereinafter referred as "JICA") and [Name of Consultant] with its principal place of business at [Address of Consultancy] (hereinafter referred as "Consultant").

WHEREAS, JICA is desirous that a consulting services for Consulting Service for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul (hereinafter referred to as “the Service”) will be rendered by the Consultant;

WHEREAS, the Consultant is willing to render the Service to JICA in accordance with the terms and conditions contained hereinafter;

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute this Contract between JICA and the Consultant, and each shall be read and construed as an integral part of the Contract:
   1. This Contract Form
   2. Conditions of Contract (CC)
   3. Appendices:   
      Appendix A: Terms of Reference

Appendix B: Technical Proposal and Financial Proposal

1. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within this Contract documents, then the documents shall prevail in the order listed above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate by their duly authorized representatives on, 10th January 2021 each party retaining one (1) copy thereof.

JICA: Consultant:

By: By:

Mr. ARAI Kazuhisa [Name].

Chief Representative [Position of Signer]

JICA Afghanistan Office [Name of Consultancy]

**Conditions of Contract**

|  |  |
| --- | --- |
| **1. DEFINITIONS** | In this Contract, the following terms shall be interpreted as indicated:  **“JICA”** is Japan International Cooperation Agency Afghanistan Office having its registered office at No.179, Behind Ministry of Defense, Shashdarak Main Road, District 9, Kabul, Afghanistan, and shall include any person, personnel and organization authorized by the JICA.  **“Consultant”** means [Name of Consultancy] and shall include any person or persons authorized by the Consultancy.  **“Project”** means Consulting Service for Preliminary Design for the Rehabilitation of Bridges on Main Roads in Kabul and shall include person or persons authorized by the Project.  **“Counterpart”** means Kabul Municipality in Afghanistan and shall include any person, personnel and organization authorized by the Counterpart.  **“Terms of Reference”** means the document of the titles annexed to and forming an integral part of this Contract which give the detailed terms of rendering the Service.  **“Product”** means the reports, spreadsheets, graphs, diagrams, designs, work products, software, or any other documents specified in the Scope of Work or the Specification which the Consultant shall produce in the course of or as a result of the Service. |
| **2. SCOPE OF WORK** | * 1. JICA engages the Consultant to, and the Consultant shall execute and complete the Works under the terms and conditions of this Contract.   2. The Works to be rendered under this Contract shall be those specified in the Contract Documents and all other works and services.   3. This Contract is part of the implementation of international cooperation programs under the Agreement on Technical Co-operation between the government of Japan and the government ofAfghanistan. The Consultant shall acknowledge that her/his work designated in the Contract contributes to the Official Development Assistance (ODA) by the Japanese Government forAfghanistan.   4. Upon signing this Contract, the Consultant shall be responsible for handling all the important matters regarding the Service under the direct supervision of JICA, the Counterpart and staff of the Project. When the Counterpart and/or JICA requests a meeting with the Consultant, the Consultant shall report the progress of the Service.   5. The Consultant shall complete the Service and deliver the final Product to JICA on or before 15th May 2020. |
| **3. CONTRACT AMOUNT** | 3.1 The Contract Amount for the Service and the Product shall be USD XXX,XXX (XXX US dollars only) including applicable taxes as set forth Appendix C. The Contract Amount consists of the Consultant’s Fee (Remuneration and Indirect Cost Estimates (USD XXX,XXX (XXX US dollars only) including applicable taxes)) and the Reimbursable Cost (USD XXX,XXX (XXX US dollars only) including applicable taxes at a maximum) as set forth in APPENDIX C, FINANCIAL PROPOSAL.  3.2 No extra payments with respect to overtime, holiday work, additional equipment, materials and facilities, or special conditions of hardship may be claimed by the Consultant beyond the Contract Amount.  3.3 Payments under this Contract shall not exceed the Contract Amount set forth in the Article 3.1. For any payments in excess of the Contract Amount hereof, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment. |
| **4. TERMS OF PAYMENT** | The 100% payment for the Service and the Product shall be made by JICA to the Consultant after inspecting Final Report. However, Partial Payment and Final Payment shall be made by JICA to the Consultant upon request in the following manner:  4.1 Partial Payment + Final Payment  We might pay 50% of the contract amount upon request after inspecting Draft Report and in this case, remaining 50% will be paid after inspecting Final Report.  4.2 Income tax shall be withheld from each payment to be paid to the tax authorities according to the Income Tax Law 2009 in Afghanistan, if applicable. |
| **5. TAX AND DUTIES** | JICA shall pay the Contract Amount shown in the contract only, and shall not be responsible for any other costs, including fees and taxes. |
| **6. INSPECTION** | * 1. The Consultant shall without delay submit required Product to JICA.   2. JICA or the Inspection Personnel appointed by JICA shall inspect the Product to confirm whether it meets the TOR, the Specification and other terms herein set forth. JICA will notify the Consultant of the result within ten (10) working days after JICA receives the aforementioned Product.   6.3 If the Consultant is requested to revise or correct the Product as a result of the aforementioned inspection, the Consultant shall make the revision or correction without delay at its expenses, to the satisfaction of JICA. The Consultant shall notify JICA in writing of completion of the revision or correction and present the revised or corrected Product for re-inspection. The date for re-inspection shall be set at ten (10) working days after JICA receives the Product. |
| **7. FORCE MAJEURE** | 7.1 Neither party shall be liable to the other for the delay or failure in the performance of its obligations under the Contract, if and to the extent such delay or failure in performance arises from any cause(s) beyond the reasonable control of the party affected (hereinafter referred to as “Force Majeure”), including, but not limited to, acts of God; acts of government or government authorities; compliance with laws, regulations or orders; storm, flood or earthquake; war (declared or not), rebellion, revolution or riots; strike or lockouts.  7.2 In the event of Force Majeure, the party so affected shall immediately provide written notice to the other party of such date and the nature of such Force Majeure, and the anticipated period of time during which the Force Majeure conditions are expected to persist.  7.3 The parties hereto shall consult and agree upon appropriate measures to be taken in order to eliminate, mitigate or minimize the unfavorable consequences of such Force Majeure. |
| **8. INDEMNITY** | The Consultant shall be solely responsible for and shall hold harmless and indemnify JICA, Project and Counterpart from and against any of JICA’s, Project’s and Counterpart’s damages, losses and expenses, including but not limited to, all third party claims, damages, losses and expenses (including reasonable attorney’s fees and expenses) arising from property damage, death or personal injury that directly or indirectly arise out of or result from, but only to the extent of, (i) any negligent, reckless, or otherwise tortuous act or omission (including strict liability) during the performance of the Consultant or anyone directly or indirectly employed by the Consultant as a result of such act or omission, or (ii) any claims asserted against or losses incurred by JICA as a result of such employer’s liability or worker’s compensation claims filed by any employees, agents, contractors or subcontractor of the Consultant. |
| **9. TERMINATION** | 9.1 JICA has the right to terminate this Contract by giving prior written notice to the Consultant, in case any of the following is applicable:  (1) If JICA judges that the Service or Product cannot be completed due to causes attributable to the Consultant within the time set forth.  (2) If the Consultant fails to complete the Service or Product in accordance with this Contract and the Scope of Work and there are no justified reasons for such failure, which shall be decided by JICA, in its sole discretion.  (3) If the Consultant does not commence the Service or if it suspends the Service after the effective date of this Contract for a certain period without justified reasons, which shall be decided by JICA, in its sole discretion.  (4) If the Consultant violates any provision of this Contract and does not rectify it within five (5) days after the Consultant has received the notice of the breach from JICA.  (5) If the Consultant becomes insolvent or any proceedings are instituted by or against the Consultant seeking to declare it bankrupt, liquidation or insolvent.  (6) If the Consultant takes any actions to injure JICA’s credit or to influence the trust between JICA and the Consultant.  (7) If JICA determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.  (8) If the JICA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.  9.2 The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to JICA, in case of the occurrence of any of the events specified in paragraphs (1) through (2) of this Clause.  (1) If JICA fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (2) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  9.3 If the Consultant defaults with respect to this Contract, JICA may, in its sole discretion, set-off any payments due and owing JICA and/or terminate this Contract.  9.4 This Contract may be terminated at any time by either party for any reason by submitting thirty (30) day notice in writing to the other party.  9.5 In the event that this Contract is terminated in the middle of the month, the payment amount of the Consultant’s Fee for the concerned month shall be calculated on a pro-rata basis according to the number of days of the concerned month, including the day of termination.  9.6 Termination of this Contract shall not in any way terminate, limit or restrict the rights and remedies of party hereto against the other party which has breached or failed to perform any of the representations, warranties, covenants or agreements of this Contract prior to termination thereof. |
| **10. GOVERNING LAW** | This Contract shall be governed by, and construed and interpreted under the laws of Afghanistan. |
| **11. DISPUTES AND ARBITRATION** | 11.1 If any dispute or claim arises out of this Contract, both parties shall use their best efforts to settle such dispute or claim amicably. If a mutually agreed settlement cannot be reached, such claim shall be settled by arbitration at Kabul.  11.2 Any arbitration award thereof shall be final and binding upon the parties hereto, and the parties shall comply in good faith with the decision. Judgment upon such award of the arbitrators may be enforced in any court having jurisdiction thereof.  11.3 The fees of all proceedings of arbitration, the cost of arbitrators and other associated costs and expenses shall be paid by the party who shall be adjudged liable. |
| **12. PRESERVATION OF PEACE** | The Consultant shall take all reasonable precautions for preventing any unlawful, riotous or disorderly conduct, which may be caused by the Consultant or/and Consultant employees in order to preserve the peace and protect persons and property on the worksite and the area adjacent thereto. |
| **13. RISK** | 13.1 The Consultant shall decide on methodologies concerning the Service, including, but not limited to, the selection of sites for research surveys, based on the risk analysis to be conducted by the Consultant.  13.2 The Consultant shall bear all the risks involved in rendering Service, and shall at its own expense effect accident and injury insurance for engineers, technicians and laborers employed by the Consultant for the rendering of the Service. The Consultant shall at its expense ensure the equipment, materials and facilities to be provided by the Consultant and keep each part thereof insured for its full value against loss, damage or fire. The Consultant shall keep JICA, Project and Counterpart free from any claim for the compensation of such accident, injury, death, loss, damage, and/or fire. |
| **14. INTELLECTUAL PROPERTY RIGHTS** | The ownership of all copyrights and other intellectual property rights with respect to any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents developed in connection with this Contract (“the intellectual property”) will exclusively vest in or remain with JICA, which shall have all proprietary rights thereto, notwithstanding that the Consultant agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without proper attribution. |
| **15. CONFIDENTIALITY** | 15.1 In the course of this Contract, the Consultant may receive confidential information from JICA (“Confidential Information”). The Consultant agrees that in any such case, the Confidential Information should be used solely for the execution and completion of the Works. The Consultant further agrees that such Confidential Information shall be kept confidential.  15.2 The restrictions of Article 15.1 shall not apply:  (a) to any disclosure or use authorized by JICA, the owner of the Confidential Information, or required by law, or any other relevant regulation, requirement or judicial process; or  (b) to information or knowledge which has come into the public domain without fault on the part of the Consultant. |
| **16. VARIATIONS** | 16.1 The Consultant shall not alter any part of its execution of the Service except as directed in writing by JICA. JICA shall have full power, from time to time during the term of this Contract to direct the Consultant to alter, omit, add to or otherwise vary any of the Service by written notice, and the Consultant shall carry out such variations.  16.2 If an alteration in the conditions of the Service is ordered by JICA, such alteration shall not constitute any grounds for claims of damage or loss of anticipated profits for the Service. All extra and additional work shall be performed in accordance with the terms of this Contract and with the same materials and workmanship as employed for the Service of similar character in this Contract, as far as they are applicable thereto. If the costs and expenses for such extra and additional work exceed five percent (5%) of the Contract Amount, JICA and the Consultant will consult each other to decide how such costs and expenses shall be shared between them. |
| **17. AMENDMENT AND MODIFICATION** | Any amendment or modification of this Contract Agreement, other than the variations set forth in Article 16, may be negotiated between the parties hereto and shall be agreed to by a written document signed by both parties. |
| **18. ASSIGNMENT** | The Consultant may not assign this Contract or its rights under this Contract, nor delegate its obligation under this Contract without JICA’s prior written consent, which consent shall not be unreasonably withheld. In the event of such assignment or delegations, the assigning or delegating party shall remain liable to the other party and shall not be relieved of any obligation under this Contract. |
| **19. MISCELLANEOUS** | 19.1 General Representations and Warranties  The Consultant represents and warrants to JICA that:  (a) It is a company duly incorporated and existing under Afghanistan Law and is duly licensed to conduct its business in Afghanistan and is authorized to execute and complete the Works;  (b) It has the capacity to enter into, and perform, this Contract and all transactions and agreements contemplated by this Contract and that all actions required to authorize it to enter into, and perform, this Contract and all transactions and agreements contemplated by this Contract have been, or will be, properly taken; and  (c) It will not breach any other agreement or arrangement by entering into, or performing this Contract and this Contract when signed will have been duly executed by it and will be valid and binding upon it in accordance with its terms and conditions.  19.2 Severability  If any one or more provisions contained in this Contract or any document executed in connection herewith shall be invalid, illegal, or enforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. |

**Appendix A: Terms of Reference**

**Appendix B: Technical Proposal and Financial Proposal)**