



د افغانستان اسلامي جمهوریت
Islamic Republic of Afghanistan
د کورنیو چارو وزارت
Ministry of Interior



Law & Order Trust Fund for Afghanistan LOTFA

TENDER For PROCUREMENT OF WORKS

CONSTRUCTION OF CPD (CENTRAL PRISON DIRECTORATE) FACILITIES IN KUNDUZ PROVINCE

Ref. No: LOTFA/MOI/ITB/0003/2014

Ministry of Interior
Kabul, Afghanistan

Law and Order Trust Fund for Afghanistan (LOTFA)

Project Office

Ministry of Interior Compound

Kabul - Afghanistan

BIDDING DOCUMENTS FOR

PROCUREMENT OF WORKS

**CONSTRUCTION OF CPD (CENTRAL PRISON
DIRECTORATE) FACILITIES IN KUNDUZ PROVINCE**

INVITATION FOR Bid No.: LOTFA/MOI/ITB/0003/2014

ISSUED ON: 6TH AUGUST 2014

TABLE OF CONTENTS

SECTION 1	INSTRUCTIONS TO BIDDERS (ITB)
SECTION 2	BIDDING DATA SHEET (BDS)
SECTION 3	BIDDING FORMS
SECTION 4	GENERAL CONDITIONS OF CONTRACT (GCC)
SECTION 5	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION 6	SPECIFICATIONS AND PERFORMANCE REQUIREMENTS
SECTION 7	DRAWINGS
SECTION 8	BILL OF QUANTITIES
SECTION 9	CONTRACT AND SECURITY FORMS

SECTION 1 INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid
 - 1.1 The Employer **as defined¹ in Section 2 Bidding Data Sheet (BDS)**, invites bids for the construction of Works, **as described in the BDS and Section 5 Special Conditions of Contract (SCC)**. The name and identification number of the Contract are **provided in the BDS and the SCC**.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date **specified in the BDS and SCC 1.1(r)**.
 - 1.3 Throughout this Bidding Documents:
 - (a) the term "IN WRITING" means communicated in written form (e.g. by email, fax, telex) with proof of receipt;
 - (b) if the context so requires, "SINGULAR" means "PLURAL" and vice versa; and
 - (c) "DAY" means calendar day.
2. Source of Funds
 - 2.1. The Procuring Entity, **as defined in the BDS**, intends to apply part of the funds of its budget, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Works. The Employer guarantees that adequate public funds have been budgeted and allotted and are also available for managing the procurement proceedings toward the cost of the project **named in the BDS**. The Employer intends to apply a portion of the public funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2. The Employer guarantees that the adequate public funds are available. For the purpose of this provision, "PUBLIC FUNDS" defines any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of procuring entities by the development partners through the Government.
3. Fraud and Corruption
 - 3.1. The Government requires that Employers, as well as Bidders, Suppliers and Contractors and their subcontractors observe the highest standard of ethics during the implementation and the execution of such Contracts². In pursuance of this policy, the Government:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "CORRUPT PRACTICE" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
 - (ii) "FRAUDULENT PRACTICE" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

¹ See also Section 4, General Conditions of Contract, Clause 1. Definitions.

² In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

³ "ANOTHER PARTY" refers to a public official acting in relation to the procurement process or contract execution. In this context, "PUBLIC OFFICIAL" includes Government staff and employees of other organizations taking or reviewing procurement decisions.

mislead, a party⁴ to obtain a financial or other benefit or to avoid an obligation;

- (iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties⁵ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "COERCIVE PRACTICE" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁶ or the property of the party to influence improperly the actions of a party;
- (v) "OBSTRUCTIVE PRACTICE" is
 - Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - Acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause 3.1(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction and prosecute any procurement official if it finds out that at any time that representative of the procuring entity engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of the contract, without the procuring entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by public funds, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Government.

4. Eligible Bidders 4.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country as **specified in the BDS**. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality

⁴ A "PARTY" refers to a public official; the terms "BENEFIT" and "OBLIGATION" relate to the procurement process or contract execution; and the "ACT OR OMISSION" is intended to influence the procurement process contract execution.

⁵ "PARTIES" refers to participants in the procurement process (including officials) attempting to establish bid prices at artificial, non competitive levels.

⁶ A "PARTY" refers to a participant in the procurement process or contract execution.

of proposed subcontractors.

- 4.2. A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are affiliated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm, or any individual that has been engaged by the Procuring Entity to provide consulting services for the preparation or supervision of the Works, and any of its affiliates **SHALL NOT BE ELIGIBLE TO BID.**
- 4.3. A Bidder that is under a declaration of ineligibility by the GoA in accordance with ITB Clause 3, at the date of contract award, shall not be eligible to be awarded a contract. The list of such debarred firms is available at the electronic address **specified in the BDS.**
- 4.4. Government-owned enterprises may be eligible only if they can establish that they do not have conflict of interest.
- 4.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
5. Qualifications of the Bidder
 - 5.1. All bidders shall provide in Section 3 Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 5.2. In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section 3.
 - 5.3. If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 3, unless otherwise **stated in the BDS:**
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
 - (j) proposals for subcontracting components of the Works amounting to more than ten (10) percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS**.
- 5.4. Bids submitted by a joint venture (JV) of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in the BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each JV partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JV; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge;
 - (f) a copy of the JV Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a JV Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.
- 5.5. To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria, unless otherwise **stated in the BDS**:
- (a) an average annual financial amount of construction work over the period **specified in the BDS** of at least the multiple **indicated in the BDS**;
 - (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least seventy (70) percent complete);
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
 - (d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three (3) years as Manager; and
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the**

BDS⁷.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a JV may result in disqualification.

- 5.6. The figures for each of the partners of a JV shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5(a) and (e); however, for a JV to qualify, each of its partners must meet at least twenty-five (25) percent of minimum criteria of ITB Sub-Clauses 5.5(a), (b), and (e) for an individual Bidder, and the partner in charge at least forty (40) percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the JV's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.
- 5.7. Domestic bidders and JV of domestic bidders applying for eligibility for a margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.
6. One Bid per Bidder
- 6.1. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.
7. Cost of Bidding
- 7.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.
8. Site Visit
- 8.1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

9. Contents of Bidding Documents
- 9.1. The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|-----------|--------------------------------------|
| Section 1 | Instructions to Bidders (ITB) |
| Section 2 | Bidding Data Sheet (BDS) |
| Section 3 | Bidding Forms |
| Section 4 | General Conditions of Contract (GCC) |
| Section 5 | Special Conditions of Contract (SCC) |
| Section 6 | Specifications |
| Section 7 | Drawings |
| Section 8 | Bill of Quantities |
| Section 9 | Contract and Securities Forms |

⁷ [Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Employer shall pay the Contractor's monthly certificates.]

- | | |
|--|---|
| 10. Clarification of Bidding Documents | <p>10.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the BDS. The Employer shall respond to any request for clarification received at least fourteen (14) working days⁸ prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.</p> <p>10.2. To clarify issues and to answer questions on any matter arising in the Bidding Documents, the Employer may, if stated in the BDS, invite prospective Bidders to attend a Pre-Bidding Meeting at the place, date and time as specified in the BDS. Bidders are encouraged to attend the meeting if it is held.</p> <p>10.3. The Bidder is requested to submit any questions in writing so as to reach the Employer not later than five (5) days prior to the date of the meeting.</p> <p>10.4. Minutes of the pre-Bidding meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days to all those who purchased the Bidding Documents. Any modification to the Bidding Documents listed in ITB Sub-Clause 7.1 that may become necessary as a result of the pre-Bidding meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 11 and not through the minutes of the pre-Bidding meeting.</p> |
| 11. Amendment of Bidding Documents | <p>11.1. Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.</p> <p>11.2. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents⁹. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.</p> <p>11.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.</p> |

C. PREPARATION OF BIDS

- | | |
|----------------------------------|---|
| 12. Language of Bid | 12.1. All documents relating to the Bid shall be in the language specified in the BDS . |
| 13. Documents Comprising the Bid | <p>13.1. The Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) The Bid, in the format indicated in Section 3; (b) Bid Security, or Bid-Securing Declaration, in accordance with ITB Clause 17, if required; (c) priced Bill of Quantities; (d) Qualification Information Form and Documents; |

⁸ [It may be necessary to extend the deadline for submission of bids if the Employer's response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.]

⁹ [It is therefore important that the Employer maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.]

- (e) Alternative offers where invited;
- (f) and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

14. Bid Prices
- 14.1. The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
 - 14.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
 - 14.3. All duties, taxes, including BRT and ST, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty eight (28) days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
 - 14.4. The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS and SCC** and the provisions of **Clause 47 of the GCC**. The Bidder shall submit with the Bid all the information **required under the SCC and GCC Clause 47**.
15. Currencies of Bid and Payment
- 15.1. The unit rates and prices shall be quoted by the Bidder entirely in the currency of the Employer's country as **specified in the BDS**. Foreign currency requirements shall be indicated as percentages of the Bid price (excluding provisional sums¹⁰) and shall be payable at the option of the Bidder in up to three foreign currencies.
 - 15.2. The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in Sub-Clause 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the date (twenty-eight) 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.
 - 15.3. Bidders shall indicate details of their expected foreign currency requirements in the Bid.
 - 15.4. Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices, **if required in the BDS**, are reasonable and responsive to ITB Sub-Clause 15.1.
16. Bid Validity
- 16.1. Bids shall remain valid for the period¹¹ **specified in the BDS**.
 - 16.2. In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to twenty-eight (28)

¹⁰ [Provisional sums are monetary sums specified by the Employer in the Bill of Quantities, to be used at his discretion for nominated subcontractors and other specified purposes.]

¹¹ [The period must be a realistic time, usually not less than 35 days nor more than 105, allowing for bid evaluation, clarifications.]

days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Securing Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 17.

- 16.3. In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond fifty-six (56) days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

17. Bid Security
and Bid-
Securing
Declaration

- 17.1. **If required in the BDS**, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration in original form as **specified in the BDS**.
- 17.2. The Bid Security shall be in the **amount specified in BDS** and denominated in the currency of the Employer's country or the currency of the Bid or in another freely convertible currency, as **specified in the BDS**, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution.
 - (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing bid security is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable;
 - (c) be substantially in accordance with one of the forms of Bid Security or Bid-Securing Declaration included in Section 9, Contract and Security Forms, or other form approved by the Employer prior to bid submission;
 - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
 - (e) be submitted in its original form; copies shall not be accepted;
 - (f) remain valid for a period of twenty-eight (28) days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.
- 17.3. If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.4. The Bid Security or the Bid-Securing Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.
- 17.5. The Bid Security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder modifies or withdraws its bid after the deadline for submission of bids during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
 - (b) if the Bidder refuses to accept a correction of an arithmetical error appearing on the face of the Bid;
 - (c) if the Bidder does not accept the correction of its Bid Price pursuant to

ITB Sub-Clause 28.2;

- (d) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security.
- (e) If the bidder provides bogus information about its eligibility

17.6. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

17.7. If a Bid Security is **not required in the BDS**, and:

- (a) if a Bidder modifies or withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2; or
- (b) if the successful Bidder fails to (i) sign the Contract in accordance with ITB 34; or (ii) furnish a performance security in accordance with ITB 35; or does any other act as provided under clause 16.5 of ITB

the Employer may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

18. Alternative Proposals by Bidders

18.1. Alternatives shall not be considered, unless specifically **allowed in the BDS**. If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and **BDS shall specify** which of the following options shall be allowed:

- (a) Option One: A bidder may submit alternative bids with the base bid and the Employer shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or
- (b) Option Two: A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section 6, shall be evaluated on their own merits.

18.2. Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods, alternative advance payment and time for completion within a reasonable pre-disclosed range and other relevant details.

19. Format and Signing of Bid

19.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Bidding Forms, and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.

19.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 19.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 19.4. The Bidder shall furnish information as described in the Bidding Forms, on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. SUBMISSION OF BIDS

- | | |
|---|---|
| 20. Submission, Sealing and Marking of Bids | <p>20.1. Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures specified in the BDS. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."</p> <p>20.2. The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Employer at the address provided in the BDS; (b) bear the name and identification number of the Contract as defined in the BDS and SCC; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS. <p>20.3. In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.</p> <p>20.4. If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.</p> |
| 21. Deadline for Submission of Bids | <p>21.1. Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the BDS.</p> <p>21.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.</p> |
| 22. Late Bids | <p>22.1. Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.</p> |
| 23. Withdrawal, Substitution and Modification of Bids | <p>23.1. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.</p> <p>23.2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION" as appropriate.</p> <p>23.3. No Bid may be substituted or modified after the deadline for submission of Bids.</p> |

- 23.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity **specified in the BDS** or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid-Securing Declaration pursuant to ITB Clause 17.
- 23.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid.

E. BID OPENING AND EVALUATION

- | | |
|---------------------------|--|
| 24. Bid Opening | <p>24.1. The Employer shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.</p> <p>24.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.</p> <p>24.3. The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security or Bid-Securing Declaration, if required, and such other details as the Employer may consider appropriate, shall be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned unopened to bidders</p> <p>24.4. The Employer shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.</p> |
| 25. Confidentiality | <p>25.1. Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.</p> |
| 26. Clarification of Bids | <p>26.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 28.</p> |
| 27. Examination of | <p>27.1. Prior to the detailed evaluation of Bids, the Employer shall determine whether</p> |

Bids and Determination of Responsiveness	<p>each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Security or the Bid-Securing Declaration, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.</p> <p>27.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</p> <p>27.3. If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p> <p>27.4. No negotiation shall be held with the lowest or any other Bidder.</p> <p>27.5. A bidder shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Bidding Documents, to have to change its price or otherwise modify its Bid.</p>
28. Correction of Errors	<p>28.1. Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected. <p>28.2. The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid-Securing Declaration executed in accordance with ITB Sub-Clause 17.5 (b).</p>
29. Currency for Bid Evaluation	<p>29.1. Bids shall be evaluated as quoted in the currency of the Employer's Country in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Employer's currency using the exchange rates prescribed in ITB Sub-Clause 15.2.</p>
30. Evaluation and Comparison of Bids	<p>30.1. The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.</p> <p>30.2. In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:</p>

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork¹², where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, alternative advance payment and time for completion within a reasonable pre-disclosed range, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

30.4. The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5. In the case of several lots, pursuant to ITB Sub-Clause 30.2 (d), the Employer shall apply the bidder's discounts so as to minimize the combined cost of all the lots

31. Preference for Domestic Bidders

31.1. If so **indicated in the BDS**, domestic contractors may receive a margin of preference in Bid Evaluation, for which this clause shall apply.

31.2. Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a margin of preference as **specified in the BDS**, in the comparison of their bids with those of bidders who do not qualify for the preference. They should:

- (a) be registered within the country of the Employer's country;
- (b) have majority ownership by nationals of the country of the Employer's country;
- (c) not subcontract more than ten (10) percent of the Contract Price, excluding provisional sums, to foreign contractors.

31.3. The following procedure shall be used to apply the margin of preference:

- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and JV meeting the criteria of ITB Sub-Clause 31.2; and
 - (ii) Group B: all other bids.
- (b) For the purpose of further evaluation and comparison of bids only, a percentage as **specified in the BDS** of the evaluated Bid prices determined in accordance with ITB Sub-Clause 30.2 shall be added to all bids classified in Group B.

¹² [Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders' quoted rates and included in the total Bid price.]

F. AWARD OF CONTRACT

- | | |
|--|---|
| 32. Award Criteria | 32.1. Subject to ITB Clause 33, the Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5. |
| 33. Employer's Right to Accept any Bid and to Reject any or all Bids | 33.1. Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the acceptance of Bid, without thereby incurring any liability to the affected Bidder or bidders provided that the reason for rejecting all Bids or cancelling the procurement proceedings are promptly communicated officially to the bidders ¹³ . |
| 34. Notification of Award and Signing of Agreement | <p>34.1. The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter, hereinafter and in the GCC called the "LETTER OF ACCEPTANCE", shall state the sum that the Employer shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract, hereinafter and in the Contract called the "CONTRACT PRICE".</p> <p>34.2. The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.</p> <p>34.3. The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be signed by the Employer and sent to the successful Bidder, within twenty-eight (28) days following the Letter of Acceptance's date. Within twenty-one (21) days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Employer.</p> <p>34.4. The Employer shall simultaneously publish in PPU and the Procurement Entity Websites, the results identifying the Bid and lot numbers and the following information:</p> <ul style="list-style-type: none"> (a) The name of each bidder who submitted a bid; (b) bid prices as read out at bid opening; (c) the name and evaluated prices of each bid that was evaluated; (d) the name of the bidders whose bids were rejected and the reasons for their rejection; and (e) the name of the winning bidder, together with the price it offered, as well as the duration and summary scope of the contract awarded. <p>34.5. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations for the failure of their bids. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Employer in writing to explain on which grounds its bid was not selected.</p> |
| 35. Performance | 35.1. Within twenty-one (21) days after receipt of the Letter of Acceptance, the |

¹³ The Procuring Entity shall refer to PPL art. 7.

- | | |
|----------------------------------|---|
| Security | <p>successful Bidder shall sign the contract and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the Form (Bank Guarantee) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.</p> <p>35.2. If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the country of the Employer, or by a foreign bank acceptable to the Employer through a correspondent bank located in the Employer's country.</p> <p>35.3. Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.</p> |
| 36. Advance Payment and Security | <p>36.1. The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a Security. Section 9 Contract and Security Forms provides a Bank Guarantee for Advance Payment Form.</p> |
| 37. Adjudicator | <p>37.1. The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the SCC at the request of either party.</p> |
| 38. Bidder's Right to Complain | <p>38.1. Any Bidder has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Employer by the Public Procurement Law and Circulars.</p> <p>38.2. The complaint shall firstly be processed through an administrative review following the procedures set out in the PPL and the Rules of Procedure for Public Procurement. The place and address for the first stage in the submission of complaints to the Administrative Authority is provided in the BDS.</p> |

SECTION 2 BIDDING DATA SHEET

ITB Clause	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
A. GENERAL	
ITB 1.1	<p>The Employer is: Law and Order trust Fund for Afghanistan (LOTFA) Project under the Ministry of Interior (MOI) of the Islamic Republic of Afghanistan represented by the Deputy Minister.</p> <p>The Works are: Construction of CPD (Central Prison Directorate) Facilities in Kunduz Province – boundary wall, guard towers, guard house and check points</p> <p>The Name and Identification of the Contract are: MOI/LOTFA/ITB/0003/2014 Construction of CPD Facilities in Kunduz Province</p>
ITB 1.2	The Intended Completion Date is: Eighteen (18) Months from the Start Date.
ITB 2.1	<p>The name of the Employer has been given in ITB 1.1 above in this BDS.</p> <p>The Project is: Construction of CPD Facilities in Kunduz Province</p>
ITB 4.1	Bidders from the following countries are not eligible: None
ITB 4.3	<p>The list of firms debarred from participating in Government projects is available at: A list of firms debarred from participating in Government Procurement is available at: http://www.ppu.gov.af/English/More/LDS.aspx</p> <p>In addition, the bidder shall be debarred from participating in the procurement if it is included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers or if it is in UNDP's list of suspended and removed vendors.</p>
ITB 5.3	The information required from Bidders in ITB Sub-Clause 5.3 is modified as follows: None.
ITB 5.3(j)	The ceiling for Sub-Contractor's participation is: Not Applicable.
ITB 5.4	The qualification data required from Bidders in ITB Sub-Clause 5.4 are modified as follows: None.
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as follows: None.
ITB 5.5(a)	<p>Replace the clause 5.5(a) to read as follows:</p> <p>The average minimum required annual volume of construction work for the successful bidder in last five years shall be USD Seven hundred thousand (USD 700,000) or equivalent.</p>
ITB 5.5(b)	<p>The number is: two (2)</p> <p>The period is: five (5) years</p>
ITB 5.5(c)	The essential equipment to be made available for the contract by the successful Bidder shall be: Not Applicable. The bidder should submit the proposal for timely acquisition (own, lease, hire, etc.) of the essential equipment as

	required under ITB 5.3(d).
ITB 5.5(e)	The minimum amount of liquid assets and/ or credit facilities net of other contractual commitments of the successful Bidder shall be USD Seventy thousand (USD 70,000) or equivalent.
ITB 5.6	Subcontractor's experience and resources Shall Not be taken into account.
ITB 8	The Pre-Bidding meeting shall be held at: Address: LOTFA Project Office, Ministry of Interior, Kabul, Afghanistan. Date and Time: 19th August 2014 at 1000 hrs Bidders may at their option undertake site visit after the pre-bid meeting.
B. BIDDING DOCUMENTS	
ITB 10.1	For clarification of Bids purposes only , the Employer's address is: Attention: Mr. Mohammad Ashraf "Baaser", Procurement Associate Address: LOTFA Project Office, Ministry of Interior, Kabul, Afghanistan. Contact details: mohammad.ashraf.baaser@undp.org ; +93 (0) 797 000 045
C. PREPARATION OF BIDS	
ITB 12.1	The language of the Bid is: English
ITB 13(f)	Any additional materials required to be completed and submitted by the bidders are: None.
ITB 14.4	The Contract is not subject to price adjustment in accordance with GCC Clause 47.
ITB 15.1	The currency of the Employer's country is: Afghanis (AFN).
ITB 15.2	The authority for establishing the rates of exchange shall be: UN Official Exchange Rate.
ITB 15.4	Bidders Are required to substantiate the rates and prices.
ITB 16.1	The Bid shall be valid for: Ninety (90) days.
ITB 17.1	A Bid Security is required. Bid shall include a Bid Security issued by a bank using the Bid Security Form included in Section 9 Contract and Security Forms. Note: - The bid security shall be submitted in original. Photo copies / Scanned copies will not be accepted. The bid security remain valid for a period of twenty-eight (28) days beyond the validity period of the Bids, i.e., 118 days from bid submission deadline date, i.e., up to 3rd January 2015 or extended bid submission deadline date, if extended, in accordance with ITB Clause 21.2
ITB 17.2	The Bid Security amount is: AFN Four hundred thousand (AFN 400,000)
	The Bid Security currency is Afghani (AFN).

ITB 17.7	Not Applicable.
ITB 18.1	Alternative Bids shall not be considered.
ITB 19.1	The number of Copies of the Bid to be completed and returned shall be: One (1) original and Two (2) copies
D. SUBMISSION OF BIDS	
ITB 20.1	Bidders may not submit their bids electronically.
ITB 20.2(a)	The Employer's address for the purpose of Bid submission is: Attention: LOTFA Procurement Office Address: LOTFA Project Office, Ministry of Interior, Kabul, Afghanistan.
ITB 20.2(b)	The Name and Identification number of the Contract has been given in ITB 1.1 above in this BDS.
ITB 20.2(c)	The warning should be " Do NOT OPEN BEFORE 7th September 2014, 1400 hrs "
ITB 21.1	The deadline for submission of Bids shall be: 7th September 2014, 1400 hrs In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day.
ITB 23.4	Bid validity has been given in ITB 16.1 above in this BDS.
E. BID OPENING AND EVALUATION	
ITB 24.1	The Bid opening shall take place at: Address: LOTFA Project Office, Ministry of Interior, Kabul, Afghanistan. Date: 7th September 2014 Time: 1400 hrs The bids shall be opened immediately after the bid submission deadline date and time. In case the specified date of bid opening is declared a holiday by the Government, the bids shall be opened at the specified time on the next working day.
ITB 31.1	Not Applicable.
ITB 31.2	Not Applicable.
ITB 31.3(b)	Not Applicable.
F. AWARD OF CONTRACT	
ITB 35.1	The Standard Form of Performance Security acceptable to the Employer shall be a Bank guarantee.
ITB 36.1	Advance Payment: Not Applicable.

ITB 37.1	<p>Deleted.</p> <p>In the case of a dispute between the Employer and the contractor, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Afghanistan.</p>
ITB 38.2	<p>The Administrative Authority place and address to submit complaints is:</p> <p>Attention: LOTFA Procurement Unit</p> <p>Address: LOTFA Project Office, Ministry of Interior, Kabul, Afghanistan</p> <p>Email Address: mohammad.ashraf.baaser@undp.org</p>

SECTION 3 FORMS

Form	Title
BID FORMS	
SBD/SW/01	CONTRACTOR'S BID FORM
SBD/SW/02	BIDDER QUALIFICATION INFORMATION FORM
SBD/SW/03	LETTER OF ACCEPTANCE TEMPLATE
SBD/SW/04	AGREEMENT FORM

CONTRACTOR'S BID FORM
FORM SBD/SW/01

THE BIDDER SHALL FILL IN AND SUBMIT THIS BID FORM WITH THE BID.

Date: *[Insert the day, month, year]*

IFB No.: *[Insert the identification number of the IFB]*

Title of Contract: *[Insert the title of the Contract]*

To: *[Insert the name and address of the Employer]*

Having examined the Bidding Documents, including addenda *[Insert the list of addenda, if any]*; we offer to execute the *[Insert the Name and Identification Number of the Contract]* in accordance with the GCC accompanying this Bid for the Contract Price of *[Insert the amount in words and figures]*.

The Contract shall be paid in the following currencies: *[Fill the table below, add rows if necessary]*.

Currency	Percentage payable in currency	Rate of exchange: one foreign equals <i>[Insert local]</i>	Inputs for which foreign currency is required
<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been declared ineligible by the GoA, in accordance with ITB Sub-Clauses 4.3 and 4.4.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: *[If there is not, state "NONE"]*

Name and Address of the Agent	Amount and Currency	Purpose of Commission or Gratuity
<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>

Authorized Signature:

Name of the Signatory:

Title of the Signatory:

Name of the Bidder:

Address of the Bidder:

BIDDER QUALIFICATION INFORMATION FORM
FORM SBD/SW/02

*[The information to be filled in by **bidders** in the following pages shall be used for purposes of post-qualification as provided for in ITB Clause 5. This information shall **NOT** be incorporated in the Contract. Attach additional pages as necessary.]*

1. INDIVIDUAL BIDDERS OR INDIVIDUAL MEMBERS OF A JV

1.1. Constitution or legal status of Bidder: *[Attach copy]*

Place of registration: *[Insert the place of Registration]*

Principal place of business: *[Insert]*

Power of Attorney of Signatory of Bid: *[Attach copy]*

1.2. Annual amounts of construction works performed during the last *[Insert the number pursuant to BDS sub-clause 4.5 (a)]* years: *[Insert the amounts in National Currency].*

1.3. Number of works of a nature and amount similar to the Works performed as prime Contractor over the last *[Insert the number pursuant BDS sub-clause 4.5 (b)]* years: *[Fill the table below, add rows as appropriate]*

[List also details of works under way or committed, including expected completion date(s).]

PROJECT NAME AND COUNTRY	NAME OF CLIENT AND CONTACT PERSON	TYPE OF WORK COMPLETED AND YEAR OF COMPLETION	VALUE OF CONTRACT
<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>

1.4. Major items of Contractor's Equipment proposed for carrying out the Works: *[List all information requested below, add rows as appropriate also refer to ITB sub-clause 5.3(d)]*

ITEM OF EQUIPMENT	DESCRIPTION, MAKE AND AGE (YEARS)	CONDITION (NEW, GOOD, POOR) AND NUMBER AVAILABLE	OWNED, LEASED (FROM WHOM), OR TO BE PURCHASED (FROM WHOM)
<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>

1.5. Qualifications and experience of key personnel for administration and execution of the Contract: *[Fill the table below, add rows as appropriate. Attach biographical data; refer also to ITB sub-clause 5.3(e) and GCC sub-Clause 9.1]*

POSITION	NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION
<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>

- 1.6. Proposed sub-contracts and firms involved: *[Fill the table below, add rows as appropriate; also refer to GCC clause 7.]*

SECTIONS OF THE WORKS	VALUE OF SUB-CONTRACT	SUBCONTRACTOR NAME AND ADDRESS	EXPERIENCE IN SIMILAR WORK
<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>

- 1.7. Financial Reports for the last *[insert a number in words and figures]* years: balance sheets, profits and loss statements auditors' reports, etc.: *[List and attach copies]*.
- 1.8. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc.: *[List below and attach copies of support documents]*.
- 1.9. Name, address and telephone, facsimile numbers of banks that may provide references if contacted by the Employer: *[List below]*
- 1.10. Information on current litigation(s) in which the Bidder is involved: *Fill the table below, add rows as appropriate]*

OTHER PARTY(IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED
<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>	<i>[Insert as appropriate]</i>

- 1.11. Proposed program, work method and schedule: *[List as appropriate]*.
 Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents: *[List as appropriate]*.

2. JOINT VENTURES

- 2.1. The information listed in 1.1 to 1.10 above shall be provided for each partner of the JV.
- 2.2. The information in 1.11 above shall be provided for the JV.
- 2.3. Attach the power of Attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the JV.
- 2.4. Attach the Agreement among all partners of the JV (and which is legally binding on all partners), which shows that:
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JV; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. ADDITIONAL REQUIREMENTS

- 3.1 Bidders should provide any additional information required in the BDS.

LETTER OF ACCEPTANCE TEMPLATE
SBD/SW/03

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 34 and 35. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed.]

[Letterhead paper of the Employer shall appear here]

Date: *[Insert the day, month, year]*

IFB No.: *[Insert the identification number of the IFB]*

Title of Contract: *[Insert the title of the Contract]*

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

This is to notify you that your Bid dated *[Insert the date as day, month, year]* for execution of the *[Insert the Contract name and identification number, as given in the SCC]* for the Contract Price of *[Insert the amount in words and figures, and the currency]*, as corrected and modified¹⁴ in accordance with the ITB is hereby accepted by our Agency.

You are hereby instructed to

- (a) proceed with the execution of the said Works in accordance with the Contract Documents;
- (b) sign and return the attached Contract Documents; and
- (c) forward the performance security pursuant to ITB Sub-Clause 35.1, *i.e.*, within twenty-one (21) days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1.

Authorized Signature:

Name of the Signatory:

Title of the Signatory:

Name of the Agency:

Attachment: Agreement

¹⁴ Delete "corrected and" or "and modified" if not applicable. See Notes on Agreement Form, Form NOT/SW/04.

AGREEMENT FORM
FORM SBD/SW/04

[The Agreement shall incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB Clause 28), price adjustment during the evaluation process (ITB Sub-Clause 16.3, selection of an alternative offer (ITB Clause 18), acceptable deviations (ITB Clause 27), or any other mutually-agreeable changes allowed for in the GCC, such as changes in key personnel, subcontractors, scheduling, and the like.]

This Agreement, made the *[Insert the day]* day of *[Insert the month]*, *[Insert the year]* between *[Insert the Name and Address of the Employer]*, hereinafter called "THE EMPLOYER", and *[Insert the Name and Address of the Contractor]*, hereinafter called "THE CONTRACTOR", of the other part,

WHEREAS the Employer is desirous that the Contractor execute *[Insert the Name and Identification Number of the Contract]*, hereinafter called "THE WORKS", and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein,

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement;
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract;
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of: *[Witness entity]*

was hereunto affixed in the presence of: *[Fill as appropriate]*

Signed, Sealed, and Delivered by the said *[Fill as appropriate]*

in the presence of: *[Fill as appropriate]*

Binding Signature of the Employer: *[Insert the signature of an authorized representative of the Employer]*

Binding Signature of the Contractor: *[Insert the signature of an authorized representative of the Contractor]*

SECTION 4 GENERAL CONDITIONS OF CONTRACT (GCC)

A. GENERAL

1. Definitions
 - 1.1. Boldface type is used to identify defined terms:
 - (a) The **ADJUDICATOR** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
 - (b) **BILL OF QUANTITIES** means the priced and completed Bill of Quantities forming part of the Bid.
 - (c) **COMPENSATION EVENTS** are those defined in GCC Clause 44 hereunder.
 - (d) The **COMPLETION DATE** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
 - (e) The **CONTRACT** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.
 - (f) The **CONTRACTOR** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
 - (g) The **CONTRACTOR'S BID** is the completed bidding document submitted by the Contractor to the Employer.
 - (h) The **CONTRACT PRICE** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - (i) **DAYS** are calendar days; months are calendar months.
 - (j) **DAYWORKS** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (k) A **DEFECT** is any part of the Works not completed in accordance with the Contract.
 - (l) The **DEFECTS LIABILITY CERTIFICATE** is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (m) The **DEFECTS LIABILITY PERIOD** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.
 - (n) **DRAWINGS** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (o) The **EMPLOYER** is the party who employs the Contractor to carry out the Works, as **specified in the SCC**.
 - (p) **EQUIPMENT** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
 - (q) The **INITIAL CONTRACT PRICE** is the Contract Price listed in the Employer's Letter of Acceptance.
 - (r) The **INTENDED COMPLETION DATE** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an

extension of time or an acceleration order.

- (s) **MATERIALS** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (t) **PLANT** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (u) The **PROJECT MANAGER** is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (v) **SCC** means Special Conditions of Contract.
- (w) The **SITE** is the area **defined as such in the SCC**.
- (x) **SITE INVESTIGATION REPORTS** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (y) **SPECIFICATION** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (z) The **START DATE** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (aa) A **SUBCONTRACTOR** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (bb) **TEMPORARY WORKS** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (cc) A **VARIATION** is an instruction given by the Project Manager which varies the Works.
- (dd) The **WORKS** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as **defined in the SCC**.

- 2. Interpretation
 - 2.1. In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2. If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement;
 - (b) Letter of Acceptance;
 - (c) Contractor's Bid;

- (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Specifications;
 - (g) Drawings;
 - (h) Bill of Quantities; and
 - (i) any other document **listed in the SCC** as forming part of the Contract.
3. Language and Law 3.1. The language of the Contract and the law governing the Contract are **stated in the SCC**.
4. Project Manager's Decisions 4.1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation 5.1. The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications 6.1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting 7.1. The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. Other Contractors 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
9. Personnel 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
10. Employer's and Contractor's Risks 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks 11.1. From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor;
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2. From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:
- (a) a Defect which existed on the Completion Date;
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk; or
 - (c) the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks
- 12.1. From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
13. Insurance
- 13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5. Both parties shall comply with any conditions of the insurance policies.
14. Site Investigation Reports
- 14.1. The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports **referred to in the SCC**, supplemented by any information available to the Bidder.

- | | |
|---|---|
| 15. Queries about the Special Conditions of Contract | 15.1. The Project Manager shall clarify queries on the SCC . |
| 16. Contractor to Construct the Works | 16.1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. |
| 17. The Works to Be Completed by the Intended Completion Date | 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. |
| 18. Approval by the Project Manager | <p>18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>18.2. The Contractor shall be responsible for design of Temporary Works.</p> <p>18.3. The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p> |
| 19. Safety | 19.1. The Contractor shall be responsible for the safety of all activities on the Site. |
| 20. Discoveries | 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall stop the Works and notify the Project Manager of such discoveries. The project Manager shall notify the Institute of Archaeology on the issue as per the Law on the Protection of Historical and Cultural Properties of 2004, Article 10. |
| 21. Possession of the Site | 21.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 22. Access to the Site | 22.1. The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 23. Instructions, Inspections and Audits | <p>23.1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>23.2. The Contractor shall permit the Government and/or persons appointed by the Government to inspect the Site and/or the accounts and records of the</p> |

Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government if required by the GoA. The Contractor's attention is drawn to Sub-Clause 60.1, Corrupt or Fraudulent Practices, which provides, *inter alia*, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 23.2; constitute a prohibited practice subject to contract termination as well as to a determination of ineligibility.

- | | |
|--------------------------------|--|
| 24. Disputes | 24.1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of the notification of the Project Manager's decision. |
| 25. Procedure for Disputes | <p>25.1. The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.</p> <p>25.2. The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator's decision shall be final and binding.</p> <p>25.3. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the SCC.</p> |
| 26. Replacement of Adjudicator | 26.1. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within fourteen (14) days of receipt of such request. |

B. TIME CONTROL

- | | |
|-------------|--|
| 27. Program | <p>27.1. Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.</p> <p>27.2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>27.3. The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has</p> |
|-------------|--|

been submitted.

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

¹⁵ The employer's attention is drawn on the fact that acceleration is difficult to control, extra care shall be paid in this case

- 32.2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. QUALITY CONTROL

- | | |
|---------------------------|--|
| 33. Identifying Defects | 33.1. The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect. |
| 34. Tests | 34.1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. |
| 35. Correction of Defects | <p>35.1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> |
| 36. Uncorrected Defects | 36.1. If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. |

D. COST CONTROL

- | | |
|-------------------------------|---|
| 37. Bill of Quantities | <p>37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.</p> <p>37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.</p> |
| 38. Changes in the Quantities | <p>38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty-five (25) percent, provided the change exceeds one (1) percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>38.2. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than fifteen (15) percent, except with the prior approval of the Employer.</p> <p>38.3. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p> |
| 39. Variations | 39.1. All Variations shall be included in updated Programs produced by the Contractor. |

- | | |
|-----------------------------|--|
| 40. Payments for Variations | <p>40.1. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>40.2. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p> <p>40.3. If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>40.4. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>40.5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> |
| 41. Cash Flow Forecasts | <p>41.1. When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p> |
| 42. Payment Certificates | <p>42.1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>42.2. The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.</p> <p>42.3. The value of work executed shall be determined by the Project Manager</p> <p>42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.</p> <p>42.5. The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>42.6. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> |
| 43. Payments | <p>43.1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within twenty-eight (28) days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be</p> |

paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 43.2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4. Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1. The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1;
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract;
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time;
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;
 - (e) The Project Manager unreasonably does not approve a subcontract to be let;
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site;
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons;
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
 - (i) The advance payment is delayed;
 - (j) The effects on the Contractor of any of the Employer's Risks;
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 44.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the

Intended Completion Date shall be extended.

- 44.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 44.4. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
45. Tax 45.1. The Project Manager shall adjust the Contract Price if taxes, including BRT and ST, duties, and other levies are changed between the date twenty eight (28) days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.
46. Currencies 46.1. Where payments are made in currencies other than the currency of the Employer's country, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
47. Price Adjustment 47.1. Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c \text{ Imc/Ioc}$$
- Where
- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."
- A_c and B_c are coefficients¹⁶ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and
- Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing twenty-eight (28) days before Bid opening for inputs payable; both in the specific currency "c."
- 47.2. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
48. Retention 48.1. The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.
- 48.2. On completion of the whole of the Works, half the total amount retained

¹⁶ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

- 48.3. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.
49. Liquidated Damages
- 49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.
50. Bonus
- 50.1. The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
51. Advance Payment
- 51.1. The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 51.2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 51.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Price Adjustments, Compensation Events, Bonuses, or Liquidated Damages.
52. Securities
- 52.1. The Performance Security shall be provided to the Employer no later than the date **specified in the Letter of Acceptance** and shall be issued in an amount **specified in the SCC**, by a bank or acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The bank guarantee shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion .

- | | |
|---------------------|---|
| 53. Dayworks | <p>53.1. If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>53.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>53.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p> |
| 54. Cost of Repairs | <p>54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p> |

E. FINISHING THE CONTRACT

- | | |
|---------------------------------------|---|
| 55. Completion | <p>55.1. The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.</p> |
| 56. Taking Over | <p>56.1. The Employer shall take over the Site and the Works within seven (7) days of the Project Manager's issuing a certificate of Completion.</p> |
| 57. Final Account | <p>57.1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within fifty-six (56) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within fifty-six (56) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.</p> |
| 58. Operating and Maintenance Manuals | <p>58.1. If "AS BUILT" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p> |
| 59. Termination | <p>59.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>59.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <p style="padding-left: 20px;">(a) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</p> |

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within eighty-four (84) days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**.

59.3. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

60. Corrupt or Fraudulent Practices

60.1. If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 59.5 shall apply.

60.2. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Sub-Clause 9.1., Personnel.

60.3. For the purposes of this Sub-Clause:

- (i) "CORRUPT PRACTICE" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹⁷;
- (ii) "FRAUDULENT PRACTICE" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party¹⁸ to obtain a financial or other benefit or to avoid an obligation;

¹⁷ "ANOTHER PARTY" refers to a public official acting in relation to the procurement process or contract execution, "PUBLIC OFFICIAL" includes Government staff and employees of other organizations taking or reviewing procurement decisions.

¹⁸ A "PARTY" refers to a public official; the terms "BENEFIT" and "OBLIGATION" relate to the procurement process or contract execution; and the "ACT OR OMISSION" is intended to influence the procurement process or contract execution.

- (iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties¹⁹ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "COERCIVE PRACTICE" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party²⁰ or the property of the party to influence improperly the actions of a party;
- (v) "OBSTRUCTIVE PRACTICE" is"
 - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Clause 23, Instructions, Inspections and Audits.

60.4. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Bid or the Contract, shall be given or received in connection with the procurement process or in the Contract execution.

- | | |
|------------------------------|---|
| 61. Payment upon Termination | <p>61.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>61.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> |
| 62. Property | <p>62.1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.</p> |
| 63. Release from Performance | <p>63.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p> |

¹⁹ "PARTIES" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

²⁰ A "PARTY" refers to a participant in the procurement process or contract execution.

64. Settlement of Disputes

64.1. Amicable Settlement:

- (a) The Employer and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

64.2. Adjudication

- (b) If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of notification of the Project Manager's decision in writing;

64.3. Arbitration

- (a) If either of the Party is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to, then either of the Parties may, within twenty-eight (28) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration.

SECTION 5 SPECIAL CONDITIONS OF CONTRACT

GCC Clause	Amendments of, and Supplements to, Clauses in the GCC
A. GENERAL	
GCC 1.1(m)	The Defects Liability Period is: 12 months from the Completion Date
GCC 1.1(o)	The Employer is: Law and Order trust Fund for Afghanistan (LOTFA) Project under the Ministry of Interior (MOI) of the Islamic Republic of Afghanistan represented by the Deputy Minister
GCC 1.1(r)	The Intended Completion Date for the whole of the Works shall be Eighteen (18) from Start Date.
GCC 1.1(u)	The Project Manager is:
GCC 1.1(w)	The Site is located at: Central Prison Department (CPD) Facilities in Kunduz province and is defined in attached Drawings.
GCC 1.1(z)	The Start Date shall be: 1st November 2014 or the date of site handover whichever is later.
GCC 1.1(dd)	The Works consist of: Construction of CPD (Central Prison Directorate) Facilities in Kunduz Province – boundary wall, guard towers, guard house and check points.
GCC 2.2	Sectional Completions are: Not Applicable.
GCC 2.3(i)	The following documents also form part of the Contract: None.
GCC 3.1	The language of the Contract is: English.
	The laws that apply to the Contract are: Laws of Islamic Republic of Afghanistan.
GCC 8.1	Schedule of other contractors: Not Applicable.
GCC 9.1	Key Personnel: <i>[Insert Schedule of Key Personnel]</i> .
GCC 13.1	The minimum insurance amounts and deductibles shall be: <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: USD 250,000. (b) for loss or damage to Equipment: USD 50,000 (c) for loss or damage to property in connection with Contract but excepting the Works, Plant, Materials, and Equipment: None. (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: USD 100,000 (ii) of other people: USD 100,000
GCC 14.1	Site Investigation Reports are: None.

GCC 15.1	<i>[List the queries, if appropriate.]</i>
GCC 21.1	The Site Possession Date(s) shall be: 1st November 2014
GCC 24.1	Replace GCC 24.1 with the following: "In the case of a dispute between the Employer and the contractor, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Afghanistan."
GCC 25.1, 25.2, 25.3	Deleted.
GCC 26.1	Deleted.
B. TIME CONTROL	
GCC27.1	The Contractor shall submit for approval a Program for the Works within Thirty (30) days from the date of the Letter of Acceptance.
GCC 27.3	The period between Program updates is Ninety (90) days .
	The amount to be withheld for late submission of an updated Program is AFN One hundred thousand (AFN 100,000)
C. QUALITY CONTROL	
GCC 35.1	The Defects Liability Period is: 12 months from Completion Date .
D. COST CONTROL	
GCC 47.1	The Contract is not subject to price adjustment in accordance with GCC Clause 47.
GCC 48.1	The proportion of payments retained is: five (5) percent .
GCC 49.1	The liquidated damages for the whole of the Works are 0.1 percent of the Final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is ten (10) percent of the Final Contract Price.
GCC 50.1	The Bonus for the whole of the Works is: Not Applicable .
GCC 51.1	The Advance Payments shall be: Not Applicable .
GCC 52.1	The Performance Security amount is: Five (5) percent of the contract price . Bank Guarantee: Unconditional
E. FINISHING THE CONTRACT	
GCC 58.1	The date by which drawings and/or operating and maintenance manuals are required is: 90 days from Completion Date for "as built" drawings (if different from drawings provided by the Employer under the contract). An operation and maintenance manual is not required.

GCC 58.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: AFN One hundred thousand (AFN 100,000), if applicable.
GCC 59.2(g)	The maximum number of days is: 100 (one hundred) days
GCC 61.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is ten (10) percent.
GCC 64.2 and 64.3	Deleted

SECTION 6 SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Attached

SECTION 7 DRAWINGS

Attached

SECTION 8 BILL OF QUANTITIES

Attached

Note: The other specifications and Safety plan will be provided during Contract awarding time.

SECTION 9 CONTRACT AND SECURITY FORMS

Form	Title
	Contract Forms
SBD/SW/05	BID SECURITY: BANK GUARANTEE
SBD/SW/06	BID SECURING DECLARATION — NOT APPLICABLE
SBD/SW/07	PERFORMANCE GUARANTEE (UNCONDITIONAL)
SBD/SW/08	BANK GUARANTEE FOR ADVANCE PAYMENT — NOT APPLICABLE

[Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section 9. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.]

BID SECURITY: BANK GUARANTEE**FORM SBD/SW/05**

*[If required, the **Bank/Bidder** shall fill in this Bank Guarantee Form in accordance with the instructions indicated in brackets.]*

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

Beneficiary: *[Insert the Name and Address of the Employer]*

Date: *[Insert the date]*

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

We have been informed that *[Insert the name of the Bidder]*, hereinafter called "THE BIDDER" has submitted to you its bid, hereinafter called "THE BID", dated *[Insert the date]* for the execution of *[Insert the Name of the contract]* under Invitation for Bids No. *[Insert the IFB number in figures]*, hereinafter called "THE IFB".

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[Insert the full Name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[Insert the amount in words and figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Form; or
- (b) has refused to accept a correction of an arithmetical error appearing on the face of the bid;
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity:
 - (i) fails or refuses to execute the Contract Form, if required;
 - (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) has provided bogus information about its eligibility

This guarantee will expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the ITB;
- (b) if the Bidder is not the successful bidder, upon the earlier of:
 - (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder;
 - (ii) twenty-eight (28) days after the expiration of the Bidder's Bid.

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

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

[Signature(s)]

BID-SECURING DECLARATION
FORM SBD/SW/06

Not Applicable

**PERFORMANCE BANK GUARANTEE
(UNCONDITIONAL)
FORM SBD/SW/07**

*[The **bank or the successful Bidder** providing the Guarantee shall fill in this Form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]*

[Insert the bank's issuing branch or office Name and Address]

Beneficiary: *[Insert the Name and Address of the Employer]*

Date: *[Insert the date]*

PERFORMANCE GUARANTEE NO.: *[Insert the Performance Guarantee Number in figures]*

WE HAVE BEEN INFORMED THAT *[Insert the Name of the Contractor]*, hereinafter called "THE CONTRACTOR", has entered into Contract No. *[Insert the reference Number of the Contract in figures]* dated with you, for the execution of *[Insert the Name of the Contract and a brief description of the Works]*, hereinafter called "THE CONTRACT".

FURTHERMORE, WE UNDERSTAND THAT, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, WE *[Insert the Name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[Insert the amount in words and figures]*²¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight (28) days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[Insert the day]* day of *[Insert the month]*, *[Insert the year]*²² whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[Signature(s) of Authorized Representative(s) of the Bank]

²¹ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

²² *[Insert the date twenty eight (28) days after the expected Completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [Insert "SIX MONTHS" OR "ONE YEAR"], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee.".]*

BANK GUARANTEE FOR ADVANCE PAYMENT
FORM SBD/SW/08

Not Applicable