



Islamic Republic of Afghanistan
Ministry of Finance
Procurement Policy Unit

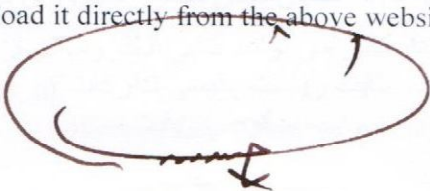
CIRCULAR

Date:

Number: PPU/C050/1391

Subject: SBD for procurement of Non - Consultancy Services

1. In compliance with article 80 of the Public Procurement Law 2008, as amended in January 2009 (hereinafter "the Law"), the Procurement Policy Unit is established in Ministry of Finance for policy and professional development and as a performance monitoring organ in the field of procurement. The PPU is responsible for prescribing policies and proposing improvements in procurement practices to accomplish the purposes of the Law in all areas of public procurement.
2. According to the provisions of article 6 of the Law, "Procurement entities shall utilize the standard bidding documents, forms of contract, and other forms issued by the Procurement Policy Unit (PPU)".
3. The "Standard Bidding Documents for Non - Consultancy Services" have been prepared by PPU, both in Dari, Pashto and English languages for the purpose of assisting the procuring entities to use it in the preparation of documents for procuring non - consultancy services, obtained approval of Ministry of Finance and become effective on approval with effect from the date of this circular signed and issued.
4. SBD for Non - Consultancy Services provided by PPU consists of two parts (SBDs and Users Guide). Users Guide is only informative and may not be necessary to be used while issuing and distributing SBD to bidders.
5. All Line Ministries/Procuring Entities may obtain soft copies from PPU by sending a request through email to the email address, given as contacts in the PPU website www.ppu.gov.af, or download it directly from the above website.


(Dr. Hazrat Omar Zakhailwal)
Minister of Finance

To
All Line Ministries/Procuring Entities





جمهوری اسلامی افغانستان
Islamic Republic of Afghanistan

STANDARD BIDDING DOCUMENTS (SBD)

TENDER

For

PROCUREMENT OF NON CONSULTANT SERVICES

AND

USER'S GUIDE

PPU – Ministry of Finance
Kabul, Afghanistan
Insert release date

[INTRODUCTION]

Procurement under projects financed by public funds is carried out in accordance with policies and procedures laid down in the PPL, the Rules of Procedure and any other Circular or secondary legislation issued by PPU. To help Procuring Entities to contract the performance of Non-Consultant Services (services that are not classified as Consultant Services) the PPU has designed these sample bidding documents to be used for Non-Consultant Services which will hereinafter be referred to simply as "Services".

The Sample Bidding Documents in this publication have been prepared for use by Procuring Entities in the procurement of Services by International Competitive Bidding (ICB). These documents may also be adapted to National Competitive Bidding (NCB) with some changes generally necessary in the Instructions to Bidders and the Conditions of Contract.

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Services to be procured. The following directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Services; however, they should be adapted as necessary to the circumstances of the particular Project.*
- (b) Details to be provided by the Employer prior to release of the bidding documents are limited to the Invitation for Bids (User's Guide), Instructions to Bidders (Section 1), Bidding Data Sheet (Section 2), and Special Conditions of Contract (Section 7), in addition to Sections 5 and 8, which deal with Activity Schedule, Performance Specifications and Drawings, respectively. **Specific details** should be furnished in the spaces indicated by italicized notes inside brackets. Those details not filled in by the Employer are the responsibility of the Bidder.*
- (c) These Sample Bidding Documents are intended to serve on a repetitive basis in the Islamic Republic of Afghanistan. Modifications to address specific Project or Contract needs should be provided only in the Special Conditions of Contract as amendments to the Conditions of Contract. If modifications must be made to the bidding procedures, they can be presented in the Bidding Data Sheet.*
- (d) The foot-notes and the italic texts between brackets are not part of the text, but rather contain instructions for the user, as does and this Introduction. **They should not be incorporated in the bidding documents.** The cover should be modified as required to identify the bidding documents as to the names of the Project, Contract, and Employer, in addition to the date of issue.*
- (e) The standard documents have been prepared for bidding where post-qualification applies; adaptations are necessary to ITB Clause 4 and corresponding Bidding Data Sheet, and Forms when prequalification has taken place. The process of prequalification of bidders is not covered in these standard documents.]*

[Insert the name and complete address of the Procuring Entity]

BIDDING DOCUMENTS FOR

PROCUREMENT OF NON-CONSULTING SERVICES

[Insert the nature of the Services to be procured]

INVITATION FOR BID No.:

ISSUED ON:

BUDGET REF.:

BID PACKAGE No.:

SUMMARY DESCRIPTION

These Standard Bidding Documents for Procurement of Non-consulting Services and its User's Guide apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents should be selected as applicable). A brief description of these documents is given below.

SBD FOR PROCUREMENT OF NON-CONSULTING SERVICES

SUMMARY

PART 1 – BIDDING PROCEDURES

SECTION 1 INSTRUCTIONS TO BIDDERS (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section 1 contains provisions that are to be used without modification.**

SECTION 2 BIDDING DATA SHEET (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section 1, Instructions to Bidders.

SECTION 3 BIDDING FORMS

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

SECTION 4 ELIGIBLE COUNTRIES

This Section contains information regarding eligible countries.

PART 2 – ACTIVITY SCHEDULE

SECTION 5 SCHEDULE OF REQUIREMENTS

This Section contains the activity schedule.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION 6 GENERAL CONDITIONS OF CONTRACT (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

SECTION 7 SPECIAL CONDITIONS OF CONTRACT (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

SECTION 8 PERFORMANCE SPECIFICATIONS AND DRAWINGS

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This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

SECTION 9 CONTRACT FORMS

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

ACRONYMS

BDS	Bidding Data Sheet
BRT	Business Receipt Tax
GCC	General Conditions of Contract
GoA	Government of Afghanistan
ITB	Instruction to Bidders
JV	Joint Venture
MOF	Ministry of Finance
NOT	National Open Tender
PPU	Procurement Policy Unit
SCC	Special Conditions of Contract
SBD	Standard Bidding Documents
TIN	Tax Identification Number
TS	Technical Specifications

PART I BIDDING PROCEDURES

SECTION 1	INSTRUCTION TO BIDDERS (ITB)
SECTION 2	BIDDING DATA SHEET (BDS)
SECTION 3	BIDDING FORMS
SECTION 4	ELIGIBLE COUNTRIES

SECTION 1 INSTRUCTIONS TO BIDDERS

A. GENERAL	
1. Scope of the Bid	1.1 The Employer, as defined in the Bidding Data Sheet (BDS) , invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the BDS .
	1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS .
2. Source of Funds	2.1 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 as specified in the BDS . The Purchaser intends to apply a portion of the public funds as identified in the BDS , to eligible payments under the contract for which this Bidding Documents are issued.
	2.2 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. Eligible Bidders	3.1 This Invitation for Bids is open to all bidders from eligible countries. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
	3.2 All bidders shall provide in Section 3, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, 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 that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
	3.3 Government-owned enterprises in the Islamic Republic of Afghanistan may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
	3.4 It is strictly prohibited to make any withdrawal from the project

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	<p>budget for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the GoA, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.</p>
	<p>3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Islamic Republic of Afghanistan in accordance with ITB Sub-Clause 37.1</p>
<p>4. Qualification of the Bidder</p>	<p>4.1 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.</p> <p>4.2 All bidders shall include the following information and documents with their bids in Section 3, unless otherwise stated in the BDS:</p> <ul style="list-style-type: none"> (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder; (b) total monetary value of Services performed for any of the last five (5) years; (c) experience in Services of a similar nature and size for any of the last five (5) years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; (d) list of major items of 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 (5) 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 the Employer to seek references from the Bidder's bankers; (i) information regarding any litigation, current or during the last five (5) years, in which the Bidder is involved, the parties concerned, and disputed amount; and (j) Proposals for subcontracting components of the Services

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	<p style="text-align: center;">amounting to more than ten (10) percent of the Contract Price.</p> <p>4.3 Bids submitted by a joint venture of two (2) or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:</p> <ul style="list-style-type: none">(a) the Bid shall include all the information listed in ITB Sub-Clause 4.2 above for each joint venture partner;(b) the Bid shall be signed so as to be legally binding on all partners;(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(d) one (1) 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 joint venture; and(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge. <p>4.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none">(a) annual volume of Services of at least the amount specified in the BDS;(b) experience as prime contractor in the provision of at least two (2) service contracts of a nature and complexity equivalent to the Services over the last five (5) years (to comply with this requirement, Services contracts cited should be at least seventy (70) percent complete) as specified in the BDS;(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;(d) Contract Manager with five (5) years' experience in Services of an equivalent nature and volume, including no less than three 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 BDS. <p>A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in</p>
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	disqualification.
	4.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least forty (40) percent of those minimum criteria for an individual Bidder and other partners at least twenty-five (25) percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the BDS .
5. One Bid per Bidder	5.1 Each Bidder shall submit only one (1) Bid, either individually or as a partner in a joint venture. A Bidder who submits more than one (1) Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
6. Cost of bidding	6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
7. Site Visit	7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.
B. BIDDING DOCUMENTS	
8. Content of Bidding Documents	8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10: Section 1 Instructions to Bidders Section 2 Bidding Data Sheet Section 3 Bidding Forms Section 4 Eligible Countries Section 5 Activity Schedule Section 6 General Conditions of Contract Section 7 Special Conditions of Contract Section 8 Performance Specifications and Drawings (if applicable) Section 9 Contract Forms
	8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all

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	<p>information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections 3, 5, and 9 should be completed and returned with the Bid in the number of copies specified in the BDS.</p>
9. Clarification of Bidding Documents	<p>9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than fourteen (14) days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.</p>
10. Amendment of Bidding Documents	<p>10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.</p>
	<p>10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer.</p>
	<p>10.3 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 20.2 below.</p>
C. PREPARATION OF BIDS	
11. Language of the Bid	<p>11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>
12. Document Comprising the Bid	<p>12.1 The Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) The Form of Bid (in the format indicated in Section 3); (b) Bid Security; (c) Priced Activity Schedule; (d) Qualification Information Form and Documents; (e) Alternative offers where invited; and

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	<p>(f) Any other materials required to be completed and submitted by bidders, as specified in the BDS.</p>
	<p>12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.</p>
<p>13. Bid Prices</p>	<p>13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section 8, based on the priced Activity Schedule, Section 5, submitted by the Bidder.</p>
	<p>13.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section 8 and listed in the Activity Schedule, Section 5. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.</p>
	<p>13.3 All duties, taxes, and other levies payable by the Service Provider 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 total Bid price submitted by the Bidder.</p>
	<p>13.4 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.</p>
	<p>13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.</p>
<p>14. Currencies of Bid and Payment</p>	<p>14.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:</p> <ul style="list-style-type: none"> (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise specified in the BDS; and (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of international use.
	<p>14.2 Bidders shall indicate details of their expected foreign currency</p>

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	requirements in the Bid.
	14.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 14.1.
15. Bid Validity	15.1 Bids shall remain valid for the period specified in the BDS .
	15.2 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 or by email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.
	15.3 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 by more than sixty (60) days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond sixty (60) days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.
16. Bid Security	16.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS .
	16.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Employer's Country or a freely convertible currency, and shall: <ul style="list-style-type: none"> (a) In cash, or at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution; (b) be issued by a reputable institution selected by the bidder and located in any eligible country; (c) be substantially in accordance with one of the forms of Bid Security included in Section 9, Contract 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 16.5 are invoked;

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	<p>(e) be submitted in its original form; copies will not be accepted;</p> <p>(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 Sub-Clause 15.2.</p>
	<p>16.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 16.1, shall be rejected by the Employer as non-responsive.</p>
	<p>16.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 34.</p>
	<p>16.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or</p> <p>(b) if a Bidder refuses to accept a correction of an arithmetical error appearing on the face of the bid;</p> <p>(c) if a Bidder had provided bogus information about his/her eligibility;</p> <p>(d) if the successful Bidder fails to:</p> <p style="padding-left: 40px;">(i) sign the Contract in accordance with ITB Clause 33;</p> <p style="padding-left: 40px;">(ii) furnish a Performance Security in accordance with ITB Clause 34.</p>
	<p>16.6 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 to constitute the JV.</p>
<p>17. Alternative Proposals by Bidders</p>	<p>17.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p> <p>17.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> <p>17.3 Except as provided under ITB Sub-Clause 17.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the</p>

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	<p>requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.</p>
	<p>17.4 When bidders are permitted in the BDS to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section 8. In such case, the method for evaluating such alternatives will be as indicated in the BDS.</p>
<p>18. Format and Signing of Bid</p>	<p>18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, 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.</p>
	<p>18.2 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 Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.</p>
	<p>18.3 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.</p>
<p>D. SUBMISSION OF BIDS</p>	
<p>19. Sealing and Marking the Bids</p>	<p>19.1 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>19.2 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

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	<p>defined in the BDS and Special Conditions of Contract; and</p> <p>(c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.</p>
	<p>19.3 In addition to the identification required in ITB Sub-Clause 19.2, 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 21.</p>
	<p>19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>20. Deadline for submission of Bids</p>	<p>20.1 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>20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p>21. Late Bids</p>	<p>21.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.</p>
<p>22. Modification and Withdrawal of Bid</p>	<p>22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.</p>
	<p>22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.</p>
	<p>22.3 No Bid may be modified after the deadline for submission of Bids.</p>
	<p>22.4 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 15.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.</p>
	<p>22.5 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 original Bid submission.</p>
<p>E. BID OPENING AND EVALUATION</p>	
<p>23. Bid Opening</p>	<p>23.1 The Employer will open the bids, including modifications made</p>

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	<p>pursuant to ITB Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.</p> <p>23.2 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 22 shall not be opened.</p> <p>23.3 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 modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will 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 21; Bids, and modifications, sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.</p> <p>23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.</p>
<p>24. Process to be Confidential</p>	<p>24.1 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 the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.</p> <p>24.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.</p>
<p>25. Clarification of Bids</p>	<p>25.1 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 the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by email, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, 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 27.</p>

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	<p>25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.</p>
	<p>25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.</p>
<p>26. Examination of Bids and Determination of Responsiveness</p>	<p>26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.</p>
	<p>26.2 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 Services; (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>26.3 If a Bid is not substantially responsive, it will 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. Correction of Errors</p>	<p>27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p>
	<p>27.2 The amount stated in the Bid will 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 will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5(b).</p>

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<p>28. Currency for Bid Evaluation</p>	<p>28.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 27, is payable (excluding Provisional Sums but including Day work where priced competitively) to either:</p> <p>(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the BDS on the date stipulated in the BDS, for the amount payable in the currency of the Employer's country;</p> <p style="text-align: center;">OR</p> <p>(b) a currency widely used in international trade, such as the Euro or U.S. dollar, stipulated in the BDS, at the selling rate of exchange published in the international press as stipulated in the BDS on the date stipulated in the BDS, for the amounts payable in foreign currency;</p>
<p>29. Evaluation and Comparison of Bids</p>	<p>29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 26.</p> <p>29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:</p> <p>(a) making any correction for errors pursuant to ITB Clause 27;</p> <p>(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section 5, but including Day work, when requested in the Specifications (or Terms of Reference) Section 8;</p> <p>(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 17; and</p> <p>(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.</p> <p>29.3 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 will not be taken into account in Bid evaluation.</p> <p>29.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.</p>
<p>30. Preference for Domestic</p>	<p>30.1 Domestic bidders shall not be eligible for any margin of preference in</p>

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Bidders	Bid evaluation.
F. AWARD OF CONTRACT	
31. Award Criteria	31.1 Subject to ITB Clause 32, the Employer will 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 3, and (b) qualified in accordance with the provisions of ITB Clause 4.
	31.2 If, pursuant to ITB Sub-Clause 12.2 this contract is being let on a "SLICE AND PACKAGE" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one contract.
32. Employer's Right to Accept any Bid and to Reject any or all Bids	32.1 Notwithstanding ITB Clause 31, 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 award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
33. Notification of Award and Signing of Agreement	33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period written or by email, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "LETTER OF ACCEPTANCE") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "CONTRACT PRICE").
	33.2 The notification of award will constitute the formation of the Contract.
	33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within twenty-one (21) days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 34.
	33.4 Upon fulfillment of ITB Sub-Clause 33.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and

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	<p>that their bid security will be returned as promptly as possible.</p> <p>33.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.</p>
34. Performance Security	<p>34.1 Within twenty-one (21) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.</p>
	<p>34.2 The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.</p>
	<p>34.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.</p>
35. Advance Payment and Security	<p>35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the BDS.</p>
36. Adjudicator	<p>36.1 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 Special Conditions of Contract at the request of either party.</p>
37. Corrupt and Fraudulent Practices	<p>37.1 It is the Government's policy to require that Purchasers, as well as Bidders, Suppliers, and Contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts¹. In pursuance of this policy, the Government:</p> <p>(a) Defines, for the purpose of this provision, the terms set forth as</p>

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

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	<p>follows:</p> <ul style="list-style-type: none">(i) "CORRUPT PRACTICE" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;(ii) "FRAUDULENT PRACTICE" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain a financial or other benefit or to avoid an obligation;(iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) "COERCIVE PRACTICE" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;(v) "OBSTRUCTIVE PRACTICE" is:<ul style="list-style-type: none">• Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or• Acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause 3.1(e) below. <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will sanction and prosecute any procurement official if it finds out that at any time that representative of the procuring entity engaged in corrupt, fraudulent, collusive, or practices during the procurement or the execution of the contract, without the procuring entity having taken timely and appropriate action satisfactory to the Government</p>
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² "ANOTHER PARTY" refers to a public official acting in relation to the procurement process or contract execution. In this context, "PUBLIC OFFICIAL" includes Government staff and employees of other organizations taking or reviewing procurement decisions.

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

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

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

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	<p>to address such practices when they occur;</p> <ul style="list-style-type: none">(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a GoA financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a GoA financed contract; and(e) will have the right to require that a provision be included in bidding documents and in contracts financed by the entity, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Government.
	<p>37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.</p>

SECTION 2 BIDDING DATA SHEET

ITB Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. GENERAL	
ITB 1.1	The Employer is:
	The name and identification number of the Contract is:
ITB 1.2	The Intended Completion Date is:
ITB 2.1	The Project is:
	The public funds are identified as: <i>[Insert the budget reference]</i>
ITB 4.2	The Qualification Information and Bidding forms to be submitted are as follows:
ITB 4.3	The information needed for Bids submitted by joint ventures is as follows:
ITB 4.4	The qualification criteria in Sub-Clause 4.4 are modified as follows:
ITB 4.4(a)	The minimum required annual volume of Services for the successful Bidder in any of the last five (5) years shall be:
ITB 4.4(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last five (5) years the following:
ITB 4.4(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be:
ITB 4.4(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:
ITB 4.5	Subcontractors' experience to be taken into account is:
B. BIDDING DATA	
ITB 8.2 and 18.1	The number of copies of the Bid to be completed and returned shall be:
C. PREPARATION OF BIDS	

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ITB 11.1	Language of the bid:
ITB 12.1	The additional materials required to be completed and submitted are:
ITB 13.4	The Contract <i>[fill as appropriate]</i> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
ITB 14.1(a)	Local inputs shall be quoted in:
ITB 15.1	The period of Bid validity shall be <i>[fill as appropriate]</i> days after the deadline for Bid submission specified in the BDS.
ITB 16.1	The Bidder shall provide:
ITB 16.2	The amount of Bid Security shall be <i>[fill as appropriate]</i> or an equivalent amount in a freely-convertible currency.
ITB 17.1	Alternative bids <i>[fill as appropriate]</i> permitted.
ITB 17.2	Alternative times for completion <i>[fill as appropriate]</i> permitted. If permitted, the range of acceptable completion time is: If alternative times for completion are permitted, the evaluation method will be as follows:
ITB 17.4	Alternative technical solutions shall be permitted for the following parts of the Services: If alternative technical solutions are permitted, the evaluation method will be as follows:
D. SUBMISSION OF BIDS	
ITB 19.2	The Employer's address for the purpose of Bid submission is: For identification of the bid the envelopes should indicate: Contract: Bid / Contract Number:
ITB 20.1	The deadline for submission of bids shall be:
E. BID OPENING AND EVALUATION	
ITB 23.1	Bids will be opened at <i>[fill as appropriate]</i> of the day <i>[fill as appropriate]</i> at the following address.
ITB 28.1	Currency chosen for the purpose of converting to a common currency:

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	Source of exchange rate: Exchange rate date:
F. AWARD OF CONTRACT	
ITB 34.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of:
ITB 35.1	The Advance Payment shall be of <i>[fill as appropriate]</i> percent of the Contract Price.
ITB 36.1	The Adjudicator proposed by the Employer is: The hourly fee for this proposed Adjudicator shall be: The biographical data of the proposed Adjudicator is as follows:

SECTION 3 BIDDING FORMS

TABLE OF FORMS

Service Provider's Bid

Qualification Information

Letter of Acceptance

Form of Contract

Bid Security

Bid-Securing Declaration

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SERVICE PROVIDER'S BID

[date]

To: [name and address of Employer]

Having examined the bidding documents including addenda No, we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] [names of currencies].

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator.

[or]

We do not accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

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 Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

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QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
Place of registration: *[insert]*
Principal place of business: *[insert]*
Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five (5) years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five (5) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 4.3(c).

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?)
(a)			
(b)			

	1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 4.3(e) and GCC Clause 9.1.

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Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

	<p>1.7 Financial reports for the last five (5) years: balance sheets, profit and loss statements, auditors' reports, etc. <i>[List below and attach copies]</i></p> <p>1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. <i>[List below and attach copies of support documents.]</i></p> <p>We certify/confirm that we comply with eligibility requirements as per ITB Clause 3.</p> <p>1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.</p> <p>1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.</p>
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Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

	<p>1.11 Statement of compliance with the requirements of ITB Sub-Clause 3.2.</p> <p>1.12 Proposed Program (service work method and schedule).</p>
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	Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
2. Joint Ventures	<p>2.1 The information listed in 1.1 to 1.11 above shall be provided for each partner of the joint venture.</p> <p>2.2 The information in 1.12 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.</p> <p>2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:</p> <ul style="list-style-type: none">(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 will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. Additional Requirements	<p>3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 4.1, if applicable.</p>

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LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

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

Note: Insert one of the three (3) options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

OR

We accept that *[name proposed by bidder]* be appointed as the Adjudicator,

OR

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

FORM OF CONTRACT

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

THIS CONTRACT, hereinafter called the "CONTRACT", is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of the Employer]*, hereinafter called the "EMPLOYER", and, on the other hand, *[name of Service Provider]*, hereinafter called the "SERVICE PROVIDER".

[NOTE: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider], hereinafter called the "Service Provider".]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract, hereinafter called the "SERVICES";
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of *[Insert the price amount in words and figures]*;
- (c) 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 to eligible payments under the contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: *[NOTE: If any of these Appendices are not used, the words "NOT USED" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix].*

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- Appendix A: Description of the Services
- Appendix B: Schedule of Payments
- Appendix C: Key Personnel and Subcontractors
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[NOTE: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

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BID SECURITY: BANK GUARANTEE FORM

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

BENEFICIARY:

DATE:

BID GUARANTEE No.:

We have been informed that _____, hereinafter called "THE BIDDER", has submitted to you its bid dated, hereinafter called "THE BID" for the execution of _____ under Invitation for Bids No. _____, "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 _____ 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 during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an arithmetical error appearing on the face of the bid; or
- (c) had provided bogus information about his/her eligibility; or
- (d) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

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 instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight 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)]

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BID-SECURING DECLARATION

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

Date: *[Insert the date (as day, month and year)]*

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

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

To: *[Insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

- (a) have modified or withdrawn our Bid during the period of bid validity specified in the Form of Bid;
- (b) have refused to accept a correction of an arithmetical error appearing on the face of the bid;
- (c) have provided bogus information about his/her eligibility; or
- (d) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

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

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

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

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

Dated on _____ day of _____, _____ *[Insert date of signing]*

Corporate Seal (where appropriate)

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

SECTION 4 ELIGIBLE COUNTRIES

ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS AND SERVICES IN PUBLIC FUNDS FINANCED PROCUREMENT

The entity permits firms and individuals from all countries to offer goods, works and services for Public funds Financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

- (a) as a matter of law or official regulation, the Islamic Republic of Afghanistan prohibits commercial relations with that Country, provided that the entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required; or
- (b) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Entity's country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

- (a) With reference to national legislation:

[List all the countries]

- (b) With reference to international commitments:

[List all the countries]

PART II ACTIVITY SCHEDULE

SECTION 5 ACTIVITY SCHEDULE

SECTION 5 ACTIVITY SCHEDULE

[see User's Guide]

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION 6	GENERAL CONDITIONS OF CONTRACT
SECTION 7	SPECIAL CONDITIONS OF CONTRACT
SECTION 8	PERFORMANCE SPECIFICATIONS AND DRAWINGS
SECTION 9	CONTRACT FORMS

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SECTION 6 GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

SECTION 6 GENERAL CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(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 Sub-Clause 8.2 hereunder.(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.(c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer.(d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.(f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.(g) "Employer" means the party who employs the Service Provider.(h) "Foreign Currency" means any currency other than the currency of the Islamic Republic of Afghanistan.(i) "GCC" means these General Conditions of Contract.(j) "Government" means the Government of the Islamic Republic of Afghanistan.(k) "Local Currency" means the currency of the Islamic Republic of Afghanistan.(l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SCC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract.

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	<p>(m) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them.</p> <p>(n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.</p> <p>(o) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.</p> <p>(p) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer.</p> <p>(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.</p> <p>(r) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer.</p> <p>(s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.</p> <p>(t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</p>
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the Special Conditions of Contract (SCC) .
1.3 Language	This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC .
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

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1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7 Inspection and Audit by the entity	The Service Provider shall permit the entity to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the entity, if so required by the entity.
1.8 Taxes and Duties	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the entity has been obtained.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, " <i>Force Majeure</i> " means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under

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	the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of <i>Force Majeure</i> , provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of <i>Force Majeure</i> .
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of <i>Force Majeure</i> , the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	
2.6.1 By the Employer	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Sub-Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g).</p> <p>(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;</p> <p>(b) if the Service Provider become insolvent or bankrupt;</p> <p>(c) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purposes of this Sub-Clause:</p> <p>(i) "CORRUPT PRACTICE" is the offering, giving, receiving or</p>

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	<p>soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;</p> <p>(ii) "FRAUDULENT PRACTICE" is any actor omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party⁷ to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties⁸ designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "COERCIVE PRACTICE" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁹;</p> <p>(v) "OBSTRUCTIVE PRACTICE" is:</p> <ul style="list-style-type: none"> • deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or • acts intended to materially impede the exercise of the Government's inspection and audit rights.
<p>2.6.2 By the Service Provider</p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days</p>

⁶ "ANOTHER PARTY" refers to a public official acting in relation to the procurement process or contract execution. In this context, "PUBLIC OFFICIAL" includes Government staff and employees of other organisations taking or reviewing procurement decisions.

⁷ 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.

⁸ "PARTIES" refers to participants in the procurement process (including public officials) attempting to establish Bid prices at artificial, non competitive levels.

⁹ a "PARTY" refers to a participant in the procurement process or contract execution.

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	<p>after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
2.6.3 Payment Upon Termination	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>
3. OBLIGATIONS OF THE SERVICE PROVIDER	
3.1 General	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.</p>
3.2 Conflict of Interests	
3.2.1 Service Provider Not to Benefit from Commissions and Discounts	<p>The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p>
3.2.2 Service Provider and Affiliates Not	<p>The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates,</p>

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<p>to be Otherwise Interested in Project</p>	<p>shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p>
<p>3.2.3 Prohibition of Conflicting Activities</p>	<p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
<p>3.3 Confidentiality</p>	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business without the prior written consent of the Employer.</p>
<p>3.4 Insurance to be Taken Out by the Service Provider</p>	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>3.5 Service Provider's Actions Requiring Employer's Prior Approval</p>	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services; (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"); (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
<p>3.6 Reporting Obligations</p>	<p>The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the</p>

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	numbers, and within the periods set forth in the said Appendix.
3.7 Liquidated Damages	
3.8.1 Payment of Liquidated Damages	The Service Provider 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 Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Correction for Overpayment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.
3.8.3 Lack of Performance Penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC .
3.8 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date twenty-eight (28) days from the Completion Date of the Contract.
4. SERVICE PROVIDER'S PERSONNEL	
4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
4.2	(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

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	<p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
5. OBLIGATIONS OF THE EMPLOYER	
5.1 Assistance and Exemptions	The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC .
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.
6. PAYMENTS TO THE SERVICE PROVIDER	
6.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
6.2 Contract Price	<p>(a) The price payable in local currency is set forth in the SCC.</p> <p>(b) The price payable in foreign currency is set forth in the SCC.</p>
6.3 Payment for Additional	6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-

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Services	Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC . Unless otherwise stated in the SCC , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Interests on Delayed Payments	If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC , interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC .
6.6 Price Adjustment	<p>6.6.1 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, after 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> $P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".</p> <p>A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".</p> <p>Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".</p> <p>If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a</p>

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	<p>correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.</p> <p>6.6.2 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.</p>
<p>6.7 Day work</p>	<p>6.7.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.</p> <p>6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two (2) days of the Services being performed.</p> <p>6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.</p>
<p>7. QUALITY CONTROL</p>	
<p>7.1 Identifying Defects</p>	<p>The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC.</p>
<p>7.2 Correction of Defects and Lack of Performance Penalty</p>	<p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.</p>

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	<p>(c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.</p>
8. SETTLEMENT OF DISPUTES	
<p>8.1 Amicable Settlement</p>	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
<p>8.2 Dispute Settlement</p>	<p>8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within fourteen (14) days of the notification of disagreement of one party to the other.</p> <p>8.2.2 The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.</p> <p>8.2.3 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 SCC, and the cost shall be divided equally between the Employer and the Service Provider, 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 will be final and binding.</p> <p>8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.</p> <p>8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, 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</p>

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	receipt of such request.
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SECTION 7 SPECIAL CONDITIONS OF CONTRACT

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is
1.1(e)	The contract price is
1.1(g)	The Employer is
1.1(l)	The Member in Charge is
1.1(o)	The Service Provider is
1.2	The Applicable Law is:
1.3	The language is
1.4	The addresses are: Employer: Attention: Facsimile: Email: Service Provider: Attention: Facsimile: Email:
1.6	The Authorized Representatives are: For the Employer: For the Service Provider:
2.1	The date on which this Contract shall come into effect is:
2.2.2	The Starting Date for the commencement of Services is:
2.3	The Intended Completion Date is:
3.2.3(c)	Activities prohibited after termination of this Contract are:
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property
3.5(d)	The other actions are:
3.7	
3.8.1	<p>The liquidated damages rate is <i>[Insert the rate in words and figures]</i> per day.</p> <p>The maximum amount of liquidated damages for the whole contract is <i>[Insert the amount in words and figures]</i> percent of the final Contract Price.</p>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is:
5.1	The assistance and exemptions provided to the Service Provider are:
6.2(a)	The amount in local currency is:
6.2(b)	The amount in foreign currency or currencies is:
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: <i>[Insert an value in words and figures]</i> percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ <i>[Indicate milestone and/or percentage]</i> <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.5	<p>Payment shall be made within <i>[Insert a number in words and figures]</i> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>[Insert a number in words and figures]</i> days in the case of the final payment.</p> <p>The interest rate is:</p>
6.6.1	<p>Price adjustment is <i>[Insert as appropriate]</i> in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;">A_L is</p> <p style="padding-left: 40px;">B_L is</p> <p style="padding-left: 40px;">C_L is</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for <i>[Insert as appropriate]</i> from <i>[Insert as appropriate]</i></p> <p>(b) For foreign currency</p> <p style="padding-left: 40px;">A_F is</p> <p style="padding-left: 40px;">B_F is</p> <p style="padding-left: 40px;">C_F is</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for <i>[Insert as appropriate]</i> from <i>[Insert as appropriate]</i></p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>The Defects Liability Period is:</p>
8.2.3	<p>The Adjudicator is <i>[Insert as appropriate]</i>. Who will be paid a rate of <i>[Insert as appropriate]</i> per hour of work. The following reimbursable expenses are recognized:</p>
8.2.4	<p>The arbitration procedures of <i>[Insert as appropriate]</i> will be used.</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is:</p>

SECTION 8 PERFORMANCE SPECIFICATIONS AND DRAWINGS

[Describe Outputs and Performances, rather than Inputs, wherever possible.]

SECTION 9 CONTRACT FORMS

TABLE OF FORMS

Performance Bank Guarantee (Conditional)
Performance Bank Guarantee (Unconditional)
Bank Guarantee for Advance Payment

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PERFORMANCE BANK GUARANTEE (CONDITIONAL)

This Agreement is made on the _____ day _____ between _____ hereinafter called "THE GUARANTOR", of the one part and _____ hereinafter called "THE EMPLOYER" of the other part.

Whereas,

- (1) This Agreement is supplemental to a contract, hereinafter called "THE CONTRACT", made between _____ of _____, hereinafter called "THE SERVICE PROVIDER", of the one part and the Employer of the other part whereby the Service Provider agreed and undertook to execute the Services of _____ for the sum of _____ being the Contract Price; and
- (2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

Now therefore the Guarantor hereby agrees with the Employer that upon receipt of:

- (1) a written notice to the Guarantor from the Service Provider, or
- (2) a written notice to the Guarantor from the Adjudicator, or
- (3) a binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Employer,

the Guarantor will indemnify and pay the Employer the sum of _____, _____ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor not later than the date of issue of the Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Service Provider and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Service Provider, or by any forbearance on the part of the Service Provider, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Signed by

for and on behalf of the Guarantor in the presence of

Signed by

for and on behalf of the Employer in the presence of

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PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To:

Whereas _____, hereinafter called "THE SERVICE PROVIDER", has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____, hereinafter called "THE CONTRACT";

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor:

Name of Bank:

Address:

Date:

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BANK GUARANTEE FOR ADVANCE PAYMENT

To:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 "Terms and Conditions of Payment" of the above-mentioned Contract, _____, hereinafter called "THE SERVICE PROVIDER", shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

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USER'S GUIDE

ATTACHMENT: INVITATION FOR BIDS

The Invitation for Bids is normally issued as an advertisement in at least one newspaper of national circulation in the Employer's country or in the official gazette, if any; or in electronic portal with free access.

Its purpose is to supply information to enable potential bidders to decide on their participation. Apart from the essential items listed in these Sample Bidding Documents, the Invitation for Bids should also indicate any important or unusual bid evaluation criteria (for example, the application of a margin of preference in bid evaluation).

The Invitation for Bids may be incorporated in the bidding documents merely for the record, or it may be omitted. In either event, the information contained in the Invitation for Bids should conform to the bidding documents, and in particular, to the relevant information in the Bidding Data Sheet and the Special Conditions of Contract.

INVITATION FOR BIDS (IFB)

[Insert the title and number of IFB]

[Insert the complete name of procuring entity] invites all eligible bidders to participate in bidding process of *[Insert a brief description of the Goods or works to be procured]* and submit their sealed bids according to the terms and conditions of standard bidding document (SBD). A complete set of Bidding Documents in *[Insert name of language]* may be purchased by interested Bidder upon payment of a non refundable fee (insert amount payable) AFN/ USD in accordance with provisions of procurement law and rules of procedures from date of publication of notice to 21 working days.

Receiving of Standard Bidding Documents (SBDs) and submission of Bids will take place up to (Insert the exact time) the last deadline for submission of bids. Late bids and electronic bids will not be accepted.

Bid security will be (insert amount in cash or bank guarantee) and qualification requirements include (insert qualification requirements).

Address of procuring entity ()

SECTION 1 - INSTRUCTIONS TO BIDDERS

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should also give information on bid submission, opening and evaluation, and on the award of the Contract.

Matters governing the performance of the Service Provider, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Section 6, General Conditions of Contract, and/or Section 7, Special Conditions of Contract. If duplication of a subject is inevitable in the different sections of the documents, care must be exercised to avoid contradiction between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.

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SECTION 2 - BIDDING DATA SHEET

This section should be filled out by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

A. GENERAL	
1.1	The Employer is <i>[Insert the name of the Employer and state his/her relationship with the Provider of Funds, if different from the Provider of Funds]</i>
	The name and identification number of the Contract is <i>[Insert the same information included in 1.1 of the Special Conditions of Contract]</i>
1.2	The Intended Completion date is <i>[Insert the date]</i>
2.1	The Project is <i>[Insert the name and a summary description of the Project]</i> .
	Budget Reference #: <i>[Insert the budget reference]</i>
4.2	The Qualification Information and Bidding forms to be submitted are as follows: <i>[List any additions or deletions to list in Sub-Clause 4.2; otherwise list "NONE"]</i> .
4.3	The information needed for Bids submitted by joint ventures is as follows: <i>[List any additions or deletions to list in Sub-Clause 4.3; otherwise list "NONE"]</i> .
4.4	The qualification criteria in Sub-Clause 4.4 are modified as follows: <i>[List any additions or deletions to list in Sub-Clause 4.4; otherwise list "NONE"]</i> .
4.4(a)	The minimum required annual volume of Services for the successful Bidder in any of the last Five (5) years shall be <i>[Insert the number in words and figure in international trading currency, this amount is usually not less than 2.5 times the estimated annual cash flow for the Contract]</i> .
4.4(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: <i>[Insert a list of activities required to show the compliance with 4.4(b)]</i> .
4.4(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be <i>[Insert the equipment list]</i> .
4.4(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be <i>[Insert the amount in words and figure in international trading currency specified in Bidding Data Sheet]</i> .
4.5	Subcontractors' experience <i>[Insert "WILL" OR "WILL NOT"]</i> be taken into account.
B. BIDDING DOCUMENTS	
8.2 and 18.1	The number of copies of the Bid to be completed and returned shall be <i>[Insert number, usually two, more if essential]</i> .

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C. PREPARATION OF BIDS	
11.1	Language of the bid: <i>[Insert the language of the Bid]</i>
12.1	The additional materials required to be completed and submitted are: <i>[Insert list of other materials required]</i>
13.4	The Contract <i>[Specify "IS" OR "IS NOT"]</i> subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
14.1(a)	Local inputs shall be quoted in <i>[Insert name of local currency or, at Employer's option, any other currency]</i> .
15.1	The period of Bid validity shall be <i>[Insert a number in words and figures. The period should be a realistic time, usually not less than forty-five (45) days nor more than one hundred and five (105) days, allowing for bid evaluation, clarifications, and the Provider of Funds' "no objection", where awards of Contract are subject to prior Provider of Funds review. The bid validity period is effective after the deadline for Bid submission specified in the BDS.]</i>
16.1	<i>[Insert one of the following options:</i> <div style="margin-left: 40px;"> <p>(a) No Bid Security is required; or</p> <p>(b) Bid shall include a Bid Security (issued by bank or surety) using the form included in Section 3, Bidding Forms; or</p> <p>(c) Bid shall include "Bid Securing Declaration" using the form included in Section 3, Bidding Forms]</p></div>
16.2	The amount of Bid Security shall be <i>[Insert amount in local currency, as provided in the Invitation to Bid. An amount in local currency should be indicated, in preference to a percentage of the Bid price. It should be the equivalent of two to five (2-5) percent of the estimated Contract value]</i> or an equivalent amount in a freely-convertible currency.
17.1	Alternative bids <i>[Insert "ARE" OR "ARE NOT"]</i> permitted.
17.2	Alternative times for completion <i>[Insert "ARE" OR "ARE NOT"]</i> permitted. If permitted, the range of acceptable completion time is: <i>[Insert range, e.g. between x months and y months]</i> . If alternative times for completion are permitted, the evaluation method will be as follows: <i>[Describe the method, i.e. adding to the bid price a penalty of a given amount per month of proposed completion time above the minimum completion time offered]</i> .
17.4	Alternative technical solutions shall be permitted for the following parts of the Services: <i>[Insert the alternative technical solutions that are permitted]</i> . If alternative technical solutions are permitted, the evaluation method will be as follows: <i>[Describe the method]</i> .
D. SUBMISSION OF BIDS	
19.2	The Employer's address for the purpose of Bid submission is <i>[Insert the receiving address provided in the Invitation for Bids. The receiving address</i>

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	<p><i>should be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safe-keeping until Bid opening. A post office address is not satisfactory].</i></p> <p>For identification of the bid the envelopes should indicate:</p> <p style="padding-left: 40px;">Contract: <i>[Insert the name of the Contract person]</i></p> <p style="padding-left: 40px;">Bid / Contract Number: <i>[Insert the Bid or Contract number]</i></p>
20.1	<p>The deadline for submission of bids shall be <i>[Insert a date and time; the date should be the same and the time, in no event, earlier than that given in the Invitation for Bids, unless subsequently amended pursuant to Sub-Clause 20.2].</i></p>
E. BID OPENING AND EVALUATION	
23.1	<p>Bids will be opened at <i>[Insert the time]</i> of the day <i>[Insert the date]</i> at the following address <i>[Insert the address].</i></p>
28.1	<p>Currency chosen for the purpose of converting to a common currency. <i>[Specify either the local currency or a convertible currency, for example, Euro, U.S. dollars.]</i></p> <p>Source of exchange rate. <i>[If the common currency is other than the local currency, for example, Euro, U.S. dollars; indicate the name of an internationally circulated newspaper that lists daily currency exchange rates, which will be used for converting prices in foreign currencies. For prices in local currency and if the common currency selected above is the local currency, specify either the Central Bank or a commercial bank in the Employer's country.]</i></p> <p>Exchange rate date. <i>[Select a date that shall be no earlier than twenty-eight (28) days prior to the submission of bids, and not later than the original date for expiry of the period of bid validity.]</i></p>
F. AWARD OF CONTRACT	
34.1	<p>The Performance Security acceptable to the Employer shall be in the Standard Form of <i>[Insert "Bank Guarantee". A Bank Guarantee can be conditional or unconditional (on demand)]</i> and for an amount of <i>[Insert amount and currency. An amount of five (5) to ten (10) percent of the Contract Price is commonly specified for Performance Bank Guarantees].</i></p>
35.1	<p>The Advance Payment shall be of <i>[Insert the percentage value in words and figures. The percentage value should be adequate to minimize the needs of the Service Provider to borrow for the Contract and will depend on the type of Services to be provided. Recommended when the Services to be provided include field works or preparation of products (like data base) in addition to provision of man-power]</i> percent of the Contract Price.</p>
36.1	<p>The Adjudicator proposed by the Employer is <i>[Insert the name and address].</i> The hourly fee for this proposed Adjudicator shall be <i>[Insert the amount in</i></p>

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	<p><i>words and figures and the currency]. The biographical data of the proposed Adjudicator is as follows: [Provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary].</i></p>
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SECTION 3 - BIDDING FORMS

Notes on Form of Service Provider's Bid

The Bidder shall fill in and submit this Bid form with the Bid. Additional details on the price should be inserted if the Bid is in various currencies. If the Bidder objects to the Adjudicator proposed by the Employer in the bidding documents, he should so state in his Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with Clause 36 of the Instructions to Bidders.

Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of postqualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. If used for prequalification verification, the Bidder should fill in updated information only.

Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 33 and 34 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

SECTION 4 - ELIGIBLE COUNTRIES

Input of Information to be completed by Employer

[Insert the policies of the GoA as appropriate and if applicable, regarding eligibility of firms to participate in bidding process financed by public funds.]

SECTION 5 - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for work executed on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other Service Providers (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

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[These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.]

SECTION 6 - GENERAL CONDITIONS OF CONTRACT

1. This sample contract for the Provision of Services has been prepared by the PPU for use by the procuring entities, referred to hereafter as "EMPLOYER", when they hire firms to provide Services paid on the basis of lump-sum remuneration.
2. Lump-sum contracts are used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Service Provider is minimal, and when therefore such Service Providers are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs, including rates, provided by the Service Provider. The Employer agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs. A major advantage of the lump-sum contract is the simplicity of its administration, the Employer having only to be satisfied with the outputs without monitoring the staff inputs.
3. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Employer using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

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SECTION 7 - SPECIAL CONDITIONS OF CONTRACT

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>[Insert the name]</i>
1.1(e)	The contract name is <i>[Insert the name of the Contract]</i> .
1.1(g)	The Employer is <i>[Insert the employer name]</i>
1.1(l)	The Member in Charge is <i>[Name the Member Leader of the Joint Venture]</i>
1.1(o)	The Service Provider is <i>[Insert the name]</i>
1.2	The Applicable Law is: <i>[insert the name of the country]</i>
1.3	The language is <i>[Specify the language]</i> .
1.4	The addresses are: Employer: <i>[Insert as appropriate]</i> Attention: <i>[Insert as appropriate]</i> Facsimile: <i>[Insert as appropriate]</i> Email: <i>[Insert as appropriate]</i> Service Provider: <i>[Insert as appropriate]</i> Attention: <i>[Insert as appropriate]</i> Facsimile: <i>[Insert as appropriate]</i> Email: <i>[Insert as appropriate]</i>
1.6	The Authorized Representatives are: For the Employer: <i>[Insert as appropriate]</i> For the Service Provider: <i>[Insert as appropriate]</i>
2.1	The date on which this Contract shall come into effect is <i>[Insert the date]</i> .
2.2.2	The Starting Date for the commencement of Services is <i>[Insert the date]</i> .
2.3	The Intended Completion Date is <i>[Insert the date]</i> .
3.2.3	Activities prohibited after termination of this Contract are: <i>[Insert as appropriate]</i>
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle: <i>[Insert as appropriate]</i> (ii) Third Party liability: <i>[Insert as appropriate]</i>

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	<p>(iii) Employer's liability and workers' compensation: <i>[Insert as appropriate]</i></p> <p>(iv) Professional liability: <i>[Insert as appropriate]</i></p> <p>(v) Loss or damage to equipment and property: <i>[Insert as appropriate]</i></p>
3.5(d)	<p>[Note: Delete where not applicable].</p> <p>The other actions are: <i>[Insert as appropriate]</i></p>
3.7	Restrictions on the use of documents prepared by the Service Provider are: <i>[Insert as appropriate]</i>
3.8.1	<p>The liquidated damages rate is <i>[Insert a percentage of the Contract price. Usually liquidated damages are set between 0.05 percent and 0.10 percent per day]</i> per day.</p> <p>The maximum amount of liquidated damages for the whole contract is <i>[Insert the percentage of the Contract price. Usually the total amount is between five (5) and ten (10) percent of the Contract Price]</i> percent of the final Contract Price.</p>
3.8.3	<p>The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of performance Penalty/(ies) is <i>[Insert the percentage in words and figures]</i></p> <p>The Defects Liability Period is <i>[Insert the period or the end date]</i>.</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are: <i>[Insert as appropriate]</i></p> <p>[Note: List here any assistance or exemptions that the Employer may provide under Sub-Clause 5.1. If there is no such assistance or exemptions, state "NOT APPLICABLE"]</p>
6.2(a)	The amount in local currency is <i>[Insert the amount in words and figures and the currency]</i> .
6.2(b)	The amount in foreign currency or currencies is <i>[Insert the amount in words and figures and the currency]</i> .
6.3.2	The performance incentive paid to the Service Provider shall be: <i>[Insert as appropriate]</i>
6.4	<p>Payments shall be made according to the following schedule:</p> <p>[Note: (a) the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; (c) "COMMENCEMENT DATE" may be replaced with "DATE OF EFFECTIVENESS"; and (d) if applicable, detail further the nature of the report evidencing performance, as may be required.]</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: <i>[Insert as appropriate in words and figures]</i> percent of the Contract Price shall be paid on the

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	<p>commencement date against the submission of a bank guarantee for the same.</p> <ul style="list-style-type: none"> • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ <i>[Indicate milestone and/or percentage]</i> <p>Should the certification not be provided, or refused in writing by the employer within one (1) month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached twenty-five percent (25%) of the contract price and be completed when the progress payments have reached seventy-five percent (75%). • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized. <p><i>[Note: This sample clause should be specifically drafted for each contract].</i></p>
<p>6.5</p>	<p>Payment shall be made within <i>[Insert a number in words and figures]</i> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>[Insert a number in words and figures]</i> days in the case of the final payment.</p> <p><i>[Note: specify, e.g., "forty-five (45) days," and, in the case of the last payment, "sixty (60) days".]</i></p> <p>The interest rate is <i>[Insert the rate in words and figures]</i>.</p>
<p>6.6.1</p>	<p>Price adjustment is <i>[Insert "APPLIED" OR "NOT TO BE APPLIED"]</i> in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are <i>[The sum of the two coefficients A_c , B_c and C_c should be 1 (one) in the formula for each currency]</i>:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;">A_L is <i>[Insert the value in words and figures]</i></p> <p style="padding-left: 40px;">B_L is <i>[Insert the value in words and figures]</i></p> <p style="padding-left: 40px;">C_L is <i>[Insert the value in words and figures]</i></p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from <i>[Insert the source of Labor index]</i></p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for <i>[Insert the input]</i> from <i>[Insert the source]</i></p> <p>(b) For foreign currency</p>

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	<p>A_F is <i>[Insert the value in words and figures]</i></p> <p>B_F is <i>[Insert the value in words and figures]</i></p> <p>C_F is <i>[Insert the value in words and figures]</i></p> <p>L_{mc} and L_{oc} are the index for Labor from <i>[Insert the source of Labor index]</i></p> <p>I_{mc} and I_{oc} are the index for <i>[Insert the input]</i> from <i>[Insert the source]</i></p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <i>[Insert as appropriate]</i></p> <p>The Defects Liability Period is <i>[Insert the period or the end date]</i>.</p>
8.2.3	<p>The Adjudicator is <i>[Insert the name]</i>. Who will be paid a rate of <i>[Insert the amount in words and figures and the currency]</i> per hour of work. The following reimbursable expenses are recognized: <i>[List the expenses]</i>.</p> <p>[Notes:</p> <p>(a) <i>If the Service Provider is a national of the Islamic Republic of Afghanistan, this provision should be modified and referred to the Islamic Republic of Afghanistan's rules for settlement of disputes.</i></p> <p>(b) <i>For smaller contracts, the arbitration procedures are usually those of an institution from the Islamic Republic of Afghanistan. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution such as UNCITRAL (the United Nations Commission on International Trade Law), ICSID (the International Centre for Settlement of Investment Disputes) or the ICC (International Chamber of Commerce) be prescribed.</i></p> <p>(c) <i>The Appointing Authority should preferably be an independent professional institution or an official of such an institution.</i></p>
8.2.4	The arbitration procedures of <i>[name of Institution]</i> will be used
8.2.5	The designated Appointing Authority for a new Adjudicator is <i>[Insert the name of the Authority]</i> .

APPENDICES

APPENDIX A - DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

APPENDIX B - SCHEDULE OF PAYMENTS AND REPORTING REQUIREMENTS

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "NOT APPLICABLE".

APPENDIX C - KEY PERSONNEL AND SUBCONTRACTORS

- List under:*
- C 1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Islamic Republic of Afghanistan, and staff-months for each.*
 - C 2 Same as C 1 for Key foreign Personnel to be assigned to work outside the Islamic Republic of Afghanistan.*
 - C 3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C 1 or C 2.*
 - C 4 Same information as C 1 for Key local Personnel.*

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APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY(IES)

List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

- (a) *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- (b) *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- (a) *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- (b) *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

SECTION 8 - PERFORMANCE SPECIFICATIONS AND DRAWINGS

Describe Outputs and Performances, rather than Inputs, wherever possible

NOTES ON SPECIFICATIONS

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the

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same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the GoA. Most specifications are normally written specially by the Employer to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Islamic Republic of Afghanistan or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions or Specifications.

SAMPLE CLAUSE: EQUIVALENCY OF STANDARDS AND CODES

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Project Manager at least twenty-eight (28) days prior to the date when the Service Provider desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

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[These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.]

NOTES ON DRAWINGS

[Insert here a list of Drawings. The actual Drawings, including performance diagrams or curves, etc. and site plans, geographical areas covered, should be attached to this section or annexed in a separate folder.]

SECTION 9 - CONTRACT FORMS

NOTES ON FORMS OF SECURITIES

Samples of acceptable forms of Performance, and Advance Payment Securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Employer.

1 - PERFORMANCE BANK GUARANTEE (CONDITIONAL)

[This form of Performance Guarantee is conditional in that the required conditions of default are not met until an agreement has been reached on the amount of damages payable, or until an award has been made under the applicable settlement of disputes procedures.]

The triggering of this form of Performance Guarantee is conditional upon the Service Provider's "failing to execute the Contract or committing a breach of his obligations there under" and requires a statement by the Employer and/or the Project Manager to that effect, and an exercise of judgment by the Guarantor as to whether the required conditions of default have been fulfilled. Some forms of Guarantee contain further qualifying conditions, and are not triggered until an agreement has been reached on the amount of damages payable, or until an award has been made under the applicable settlement of disputes procedures. The construction industry favors this form of Guarantee over the Unconditional Guarantee whenever it is available. However, not all commercial banks (as Guarantors) are willing to issue Conditional Guarantees, and not all Employers are prepared to accept this form of Performance Security.]

This Agreement is made on the *[day]* day of *[month]*, *[year]* between *[name of Bank]* of *[address of Bank]*, hereinafter called "THE GUARANTOR", of the one part and *[name of Employer]* of *[address of Employer]*, hereinafter called "THE EMPLOYER", of the other part.

Whereas,

1. this Agreement is supplemental to a contract, hereinafter called "THE CONTRACT", made between *[name of Service Provider]* of *[address of Service Provider]*, hereinafter called "THE SERVICE PROVIDER", of the one part and the Employer of the other part whereby the Service Provider agreed and undertook to execute the Services of *[name of Contract and brief description of the Services]* for the sum of *[amount in Contract currency]* being the Contract Price; and
2. the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing;

Now therefore the Guarantor hereby agrees with the Employer that upon receipt of:

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- (a) a written notice to the Guarantor from the Service Provider, or
- (b) a written notice to the Guarantor from the Adjudicator, or
- (c) a binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Employer,

the Guarantor will indemnify and pay the Employer the sum of *[amount of Guarantee]* *[amount in words]* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor not later than the date of issue of the Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Service Provider and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Service Provider, or by any forbearance on the part of the Service Provider, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Given under our hand on the date first mentioned above.

Signed by:

for and on behalf of the Guarantor in the presence of:

Signed by:

for and on behalf of the Employer in the presence of:

2 - PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

The Unconditional, or "On-Demand", Bank Guarantee has the merit of simplicity and of being universally known and accepted by commercial banks. The contracting community, however, strongly objects to this type of Security because the Guarantee can be called (or threatened to be called) by Employers without justification. Employers should recognize the contractual conditions governing nonperformance by the Service Provider and should normally act only on the advice of the Project Manager in calling a Performance Guarantee. Any unjustified calling of a Bank Guarantee, or unreasonable pressure exercised by an Employer, would be regarded by the Courts as contrary to the spirit and basic principles of international procurement.

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

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Whereas *[Insert the name and address of the Service Provider]*, hereinafter called "THE SERVICE PROVIDER", has undertaken, in pursuance of Contract No. *[Insert the contract number]* dated *[Insert the contract date]* to execute *[Insert a and brief description of Services]*, hereinafter called "THE CONTRACT";

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[Insert the amount of the Guarantee in words and figures]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[Insert the amount of the Guarantee in words and figures]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor:

Name of the Bank:

Address:

Date:

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3 - BANK GUARANTEE FOR ADVANCE PAYMENT

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

[Insert the name of the Contract]

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 ("Terms and Conditions of Payment") of the above-mentioned Contract, *[Insert the name and the address of the Service Provider]*, hereinafter called "THE SERVICE PROVIDER", shall deposit with *[Insert the name of the Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[Insert the amount of the Guarantee in words and figures]*.

We, the *[Insert the name of the Bank or the Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[Insert the name of the Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[Insert the amount of the Guarantee in words and figures]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[Insert the name of the Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[Insert the name of the Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal:

Name of the Bank or Financial Institution:

Address:

Date: