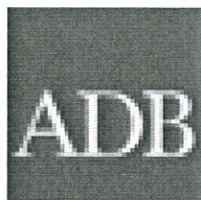




ISLAMIC REPUBLIC OF AFGHANISTAN
MINISTRY OF ENERGY AND WATER



CONTRACT

FOR

**Rehabilitation of Lower Kokcha Irrigation – Zone II:
Archi Main Canal (AMC), LKIP/AMC Intake & Flood Protection
Works**

NPA/MEW/96/W-2263/ICB/Rebid

**ADB Grant No. and Title: 0362-AFG: Water Resources Development Investment Program -
Project 2**

Between

Ministry of Energy and Water

And

**Afghan Sadaqat Construction and Road Making Company & Bakhtar Afghan
Construction Company Joint Venture**

May 2019



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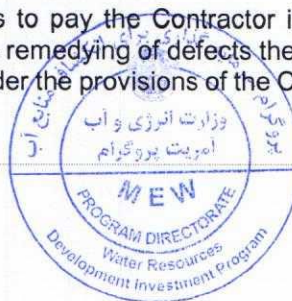
(a) Contract Agreement

THIS AGREEMENT made the 18 Day of May 2019, between **Ministry of Energy and Water (MEW)** (hereinafter "The Employer"), of The one part, and **Afghan Sadaqat Construction & Road Making Company & Bakhtar Afghan Construction Company Joint Venture** (hereinafter "The Contractor"), of The other part:

WHEREAS The Employer desires that The Works known as **Rehabilitation of Lower Kokcha Irrigation – Zone II: Archi Main Canal (AMC), LKIP/AMC Intake & Flood Protection Works** under The contract no. NPA/MEW/96/W-2263/ICB/Rebid should be executed by The Contractor, and has accepted a Bid by The Contractor for The execution and completion of These Works and the remedying of any defects Therein.

The Employer and The Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in The Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Contract Agreement,
 - b) The Letter of Acceptance,
 - c) The Letter of Bid,
 - d) The Variations Nos... *insert variation numbers if any....*
 - e) The Particular Conditions of Contract – Part A,
 - f) The Particular Conditions of Contract – Part B,
 - g) The List of Eligible Countries that was specified in Section 5 of The Bidding Document
 - h) The General Conditions of Contract,
 - i) The Specifications,
 - j) The Drawings,
 - k) The completed Schedules including Bill of Quantities,
 - l) The tables of adjustment data
 - m) The initial environmental examination (IEE) with environmental management plan (EMP),
 - n) The land acquisition and resettlement plan (LARP), and
 - o) Any other document shall be added here
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, The Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, The Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



The contract amount is **USD 4,999,737.65 (Four Million Nine Hundred Ninety Nine Thousand Seven Hundred Thirty Seven United States Dollars & Sixty-Five Cents)** inclusive of 10% Contingency amounting to **USD 401,706.15** and provisional sum amounting to **USD 100,000.00**.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Republic Islamic of Afghanistan on the day, month and year indicated above.

Mohammad Gul "Khulmi"

Acting Minister, MEW

For and on behalf of The Employer
in the presence of



Witness, Name, Signature, Address, Date

Ehsanullah

Vice President ASCC

For and on behalf The Contractor
in the presence of



Witness, Name, Signature, Address, Date

(b) Letter of Acceptance



Letter of Acceptance

April 22, 2019

To: Afghan Sadaqat Construction and Road Making Company and Bakhtar Afghan Construction Company JV, located at adjacent Kabul Avista Hospital, Near Traffic Square, Kalola Pushta, Kabul Afghanistan
Subject: Notification of Contract Award No: NPA/MEW/97/W-2263/ICB/Rebid

This is to notify you that your Bid dated 06th November 2018 for execution of the **Rehabilitation of Lower Kokcha Irrigation – Zone II: Archi Main Canal (AMC), LKIP/AMC Intake & Flood Protection Works (Package III)** for the Accepted Contract Amount of the equivalent of **US\$ 4,999,737.65 (Four Million and nine hundred ninety nine thousand and seven hundred thirty seven point sixty five US\$)** inclusive of 10% Contingency amounting to **US\$ 401,706.15** and provisional sum amounting to **US\$ 100,000.00**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Almas "Zakhailwal": 

DM Finance & Administration:

Ministry of Energy and Water:



(c) Letter of bid

Proposal for ICB# NPA/MEW/97/W-2263/ICB/Rebid

شركة ساجداتر افغانستان
ASCC
AFGHAN SAGDAR CONSTRUCTION COMPANY

Letter of Bid

Date: 06th Nov, 2018
ICB No.: NPA/MEW/97/W-2263/ICB/Rebid
Invitation for Bid No.: NPA/MEW/97/W-2263/ICB/Rebid

To: Ministry of Energy and Water, Islamic Republic of Afghanistan

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- We offer to execute in conformity with the Bidding Documents the following Works:
Rehabilitation of Lower Kokcha Irrigation - Zone II: Archi Main Canal (AMC), LKIP/AMC Intake and Flood Protection Works
- The total price of our Bid, excluding any discounts offered in item (d) below is:

\$ 4,999,737.65 (FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED THIRTY SEVEN & SIXTY FIVE CENTS UNITED STATES DOLLAR)
- The discounts offered and the methodology for their application are: NONE [. . .insert discounts and methodology for their application if any . . .]
- Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

ASCC BACC- JV
Address: Adjacent Kabul Avista Hospital, Near Traffic Square, Kalan, District of Bala, Kabul, Afghanistan
E-mail: ascc.af.builders@gmail.com

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شركة ساجداتر افغانستان
ASCC & BACC JV
AFGHAN SAGDAR CONSTRUCTION AND ROAD MAKING COMPANY, L.P.



Proposal for ICB# NPA/MEW/97/W-2263/ICB/Rebid



- i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- k) We are not a government-owned enterprise
- l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:¹ (NONE)

Name of Recipient	Address	Reason	Amount
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- m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- p) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name: Saif Ur Rehman

In the capacity of: Authorized Representative of Afghan Sadaqat Construction and Road Making Company and Bakhtar Afghan Construction Company JV

Signed

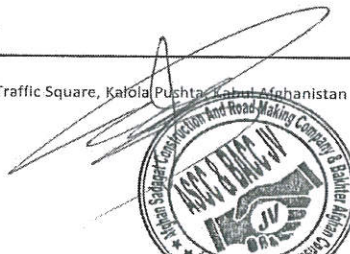
Duly authorized to sign the Bid for and on behalf of: Authorized Representative of Afghan Sadaqat Construction and Road Making Company and Bakhtar Afghan Construction Company JV.

Date: 6th Nov, 2018

1 Use one of the two options as appropriate.
2 If none has been paid or is to be paid, indicate "None".

ASCC BACC- JV
Address: Adjacent Kabul Avista Hospital, Near Traffic Square, Kafala Pushta, Kabul, Afghanistan
E-mail: ascc.af.builders@gmail.com

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(d) Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement The General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in The GCC.

Part A – Contract Data

Ref. GCC	Subject	Data
1.1.2.2 and 1.3	Employer's name and address	Ministry of Energy and Water, Dar – ul – Aman Road, Kabul, Afghanistan
1.1.2.4 and 1.3	Engineer's name and address	Eng. Fardeen Azimi Project Management Office Ministry of Energy and Water Kabul Afghanistan Email: bahjuazimi@yahoo.com Phone: +93 799 453 343
1.1.2.11	Bank's name	Asian Development Bank (ADB)
1.1.2.12	Borrower's name	Islamic Republic of Afghanistan
1.1.3.3	Time for Completion	730 days
1.1.3.7	Defects Notification Period	365 days.
1.1.5.6	Sections	Not Applicable
1.3	Electronic transmission systems	Electronic mail followed by hard copy is acceptable
1.4	Governing Law	Laws of the Islamic Republic of Afghanistan
1.4	Ruling language	English
1.4	Language for communications	English
2.1	Time for access to the Site	28 days after Commencement Date
3.1(B)(ii)	Engineer's Duties and Authority	Instructing or approving Variations pursuant to Clauses 13.1, 13.2 and 13.3 if such Variation results in increase of Contract price by more than 0.5% in a single instance, and combined with all previously issued Variations results in increase of the Accepted Contract Amount by more than 2% shall require prior approval of the Employer.
4.2	Performance Security	The performance security will be in the form of an unconditional bank guarantee in the



		amount(s) of Five (5) % of the Accepted Contract Amount.
		<p>The Performance Security will be issued by a reputable financial institution (Bank) selected by the Contractor. In case the financial institution issuing the security is located outside the Islamic Republic of Afghanistan, it shall have a correspondent financial institution (Bank), licensed by Da Afghanistan Bank (Central Bank), and located in the territory of the Islamic Republic of Afghanistan so as to make the Performance Security enforceable.</p> <p>The Bidder shall present Certified Documentation signed and stamped by both financial institutions (Banks) which detail the interacting associations of both entities in the conduct of their business as to the enforcement of the Performance Security.</p>
6.5	Normal working hours	0800 to 1700 (with one hour break for lunch).
8.1	Commencement of Works	The Commencement Date shall be the date of signing of the Contract.
8.7 & 14.15(b)	Delay damages for the Works	0.05 % of the Contract Price per day, in the currencies and proportions in which the Contract Price is payable.
8.7	Maximum amount of delay damages	10% of the Contract Price.
13.5.(b)(ii)	Provisional Sums	<p>Provisional Sums are indicated in the BOQ, as an amount equal to the Engineer's estimated value.</p> <p>The percentage rate to be applied to the actual amounts paid (or due to be paid) to the Contractor, under the above provisional sums, for the calculation of the sum for overhead charges and profit shall be 5%.</p>
13.8	Adjustments for Changes in Cost	The Contract Price shall be adjustable during Contract Execution.
14.1	The Contract Price	<p>The following sentence under Clause 14.1 shall not apply:</p> <p><i>"Notwithstanding the provisions of sub-paragraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation."</i></p>



14.2	Total advance payment	10% (Ten Percent) of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable. The advance payment shall be split in two equal installments of 5% each. The second 5% installment shall be paid after submission by the contractor and approval by the Engineer of successful utilization of the first installment for the project purpose only.
14.2(b)	Repayment amortization of advance payment	25%
14.3(c)	Percentage of Retention	10%
14.3(c)	Limit of Retention Money	10% of the Accepted Contract Amount.
14.5(b)(i)	Plant and Materials	Sub-clause 14.5 does not apply: Plant and Materials for payment when shipped en route to the Site: Not Applicable
14.5(c)(i)		Plant and Materials for payment when delivered to the Site: Not Applicable
14.6	Minimum Amount of Interim Payment Certificates	3 % of the Accepted Contract Amount.
15.6	Corrupt and Fraudulent Practices	<p>The following sentence shall apply: For the purposes of this Subclause:</p> <p>ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>



		<p>(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB's contractual rights of audit or access to information; and</p> <p>(vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <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 or other integrity violations in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the</p>
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		borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
		(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate ¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.
17.6	Maximum total liability of the Contractor to the Employer	The product of <u>1.1</u> times the Accepted Contract Amount.
18.1	Periods for submission of insurance: a. evidence of insurance. b. relevant policies	15 days 28 days
18.2(d)	Maximum amount of deductibles for insurance of the Employer's risks	USD 5,000.00
18.3	Minimum amount of third party insurance	US\$1,000,000 per occurrence, with the number of occurrences unlimited
20.2	Date by which the Dispute Board shall be appointed	28 days after the Commencement
20.2	The Dispute Board shall be comprised of	To be determined by the parties prior to contract signing.
20.2	List of potential Dispute Board sole members	None
20.3	Appointment (if not agreed) to be made by	The President of FIDIC or a person appointed by the President.

¹ Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one which either has been (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid, or (ii) appointed by the Employer.



20.6 (a)	International arbitration shall be administered by	International arbitration shall be: (i) Administered by Singapore International Arbitration Centre (SIAC) (ii) Conducted in accordance with the rules of SIAC.
20.6	Place of Arbitration	Singapore

Summary of Sections of the Works

Section Name/Description (Subclause 1.1.5.6)	Time for Completion (Subclause 1.1.3.3)	Damages for Delay (Subclause 8.7)
NOT APPLICABLE		



(e) Part B - Specific Provisions

GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract
1.1.1.8	"Tender"	Add to The end of Sub-clause 1.1.1.8: The word 'Tender' is synonymous with The word 'Bid', and The words 'Appendix to Tender' with The words 'Appendix to Bid' and The words 'tender documents' with The words 'bid documents'.
1.5	Priority of Documents	Add The paragraph below, after The last paragraph of Clause 1.5. "The following documents should be included as forming part of The Contract: - Initial Environmental Examination (IEE) - Environmental Management Plan (EMP) - Land Acquisition and Resettlement Plan (LARP)"
1.14	Joint and Several Liability	Delete sub-paragraph (b) and replace with: In case of a joint venture or consortium or group of two or more persons performing The Contract, one of The members shall be nominated as The lead partner, who shall be The point of contact for The Employer. Each member of The joint venture or consortium or group of two or more persons shall furnish a power of attorney in favour of The lead partner to take all actions on behalf of The joint venture or consortium and bind The joint venture consortium. However, The nomination of such lead partner shall not in any way affect The joint and several liability of The joint venture or consortium members under (a) above.
3	The Engineer	
3.1	Engineer's Duties and Authorities	Add The following at The end of The Sub-clause: "Notwithstanding anything contained hereinabove, The Engineer is required to obtain approval of The Employer before exercising specific authorities as listed below: (i) Determination of Extension of Time for Completion in accordance with Sub-Clause 8.4 read with Sub-Clause 20.1; and (ii) Instructing or approving Variations pursuant to Clauses 13.1, 13.2 and 13.3 if such Variation results in increase of Contract price by more than 0.5% in a single instance, and combined with all previously issued Variations results in increase of The Accepted Contract Amount by more than 2%.
3.5	Determinations: Formal Engineer's Determination	The Engineer will be required to make Formal Determinations under CL3.5 for The purposes of Dispute resolution when requested in writing to do so by The parties to The Contract. The Engineer will act Impartially for The purposes of These determinations.
3.6	Management Meetings	Add new Sub-Clause 3.6: "The Engineer or The Contractor's Representative may require The other to attend a management meeting in order to review The arrangements for future work and/or to discuss any other matters raised in accordance with this sub-Clause. The Engineer shall record The business of The management meetings and provide copies of The record to those attending The meeting and to The Employer. In The record, The responsibilities for any actions to be taken shall be in accordance with The Contract."
4	The Contractor	
4.1	Contractor's General Obligations	Revise The third paragraph of Sub-clause 4.1 to read as follows:



GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract
		<p>"All equipment, material, and services to be incorporated in or required for The Works shall have Their origin in any eligible source country as given in The list of eligible countries as specified in Article 2(g) of The Contract Agreement."</p> <p>Insert following paragraph at The end of The sub-clause:</p> <p>"The Contractor shall comply with The requirement of The resettlement plan, environmental management plan, The applicable laws and regulations of The Islamic Republic of Afghanistan, and ADB's Safeguard Policy Statement (2009) to The extent applicable".</p> <p>Prior to The issue of any Taking-Over Certificate, The Contractor shall supply to The Engineer The specified numbers and types of copies of The relevant as-built drawings, in accordance with The Employer's Requirements. The Works shall not be considered to be completed for The purposes of taking-over under Sub-Clause 10.1 [Taking Over of The Works and Sections] until The Engineer has received These documents."</p>
4.4	Subcontractors	<p>In The 1st line, of Sub-Clause 4.4 replace The words 'The whole of Works' with 'more than 50% of each Section in terms of value including any Work subcontracted to nominated Subcontractors'.</p> <p>Add at The end of Sub-Clause 4.4:</p> <p>"The Contractor shall record The following information about all Subcontractors engaged in The Works:</p> <ul style="list-style-type: none"> • name and address • date of subcontract • scope of work covered in The subcontract • commencement date of The work(s) subcontracted • completion date of The work(s) subcontracted • value of The subcontract • terms and conditions of payments • details of labour, temporary works and Subcontractor's equipment and • progress of The work(s) subcontracted. <p>The Contractor shall provide a copy of The above record to The Engineer and The Employer on a monthly basis.</p> <p>The Contractor shall, when seeking consent to subcontract part of The Works, provide The Engineer with The following:</p> <p>(a) details of The value of The subcontract;</p> <p>(b) evidence to confirm that The proposed Subcontractor:</p> <p>(i) is experienced and competent in The relevant work proposed to be subcontracted; and</p> <p>(ii) is properly registered or licensed to undertake The work; and</p> <p>(c) such other information as The Engineer may reasonably require.</p> <p>The Contractor shall be responsible for The payment of all Subcontractors pursuant to The terms of The relevant subcontracts and shall provide copies of any subcontracts and evidence of payment at The Engineer's request.</p>
4.6	Co-operation	<p>Insert after 'Personnel' in Sub-Clause 4.6(a):</p> <p>"or others authorized by The Employer".</p>
4.7	Setting Out	<p>Add The following after The 1st paragraph:</p> <p>"The Contractor shall give to The Engineer not less than 48 (forty-eight) hours' notice of his or her intention to set out or give positioning for any part of The Works so that timely arrangement may be made for checking or issuing instructions".</p>



GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract
4.10	Site Data	<p>Insert The following after The first paragraph of Sub-Clause 4.10:</p> <p>Data made available by The Employer in accordance with The preceding paragraph shall be deemed to include data listed elsewhere in The Contract as open for inspection at The address stipulated in The Contract.</p>
4.13	Rights of Way and Facilities	<p>Add The following at The end of Sub-clause 4.13:</p> <p>"The Contractor shall comply with (i) The measures and requirements relevant to The Contractor which are set forth in The Land Acquisition and Resettlement Plan ("LARP") attached hereto as Appendix [D], to The extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that The Employer will prepare from time to time to monitor implementation of The LARP.</p> <p>The Contractor shall allocate a budget for compliance with These measures, requirements and actions."</p>
4.16	Safeguard Requirements	<p>Add The following paragraph to Sub-Clause 4.16 of The GCC.</p> <p>The Contractor shall adequately record The condition of roads, agricultural land and oTher infrastructure prior to The start of transporting materials, goods and equipment, and construction.</p>
4.18	Protection of The Environment	<p>In line two of The second paragraph of Sub-Clause 4.18, delete The word ' The ' immediately before The word ' values ' and replace it with The word "any".</p> <p>Insert The following at The end of The Sub-Clause</p> <p>"The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <p>The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of The monitoring and mitigation measures set forth in The Initial Environmental Examination including The Environmental Management Plan attached hereto as Appendix E, and (c) allocate The budget required to ensure that such measures are carried out. The Contractor shall submit semi-annual reports on The carrying out of such measures to The Employer.</p> <p>More particularly, The Contractor shall comply with (i) The measures and requirements set forth in The initial environmental examination and The environmental management plan; and (ii) any corrective or preventative actions set out in safeguards monitoring reports that The Employer will prepare from time to time to monitor implementation of The initial environmental examination and The environmental management plan.</p> <p>The Contractor shall allocate a budget for compliance with These measures, requirements and actions."</p>
4.21	Progress Reports	<p>Add The following to The end of The sub-clause:</p> <p>"Each report shall also include The following:</p> <ul style="list-style-type: none"> (i) Implementation of The environmental management plans including steps taken to protect The environment (both on and off The Site) and limit damage and nuisance to people and property resulting from pollution, noise and oTher operations (Sub-Clause 4.18); (ii) Compliance with The local labor laws including laws relating to The employment, health, safety, welfare, immigration and emigration of The Contractor's personnel (Sub-Clause 6.4); (iii) Compliance with The Contractor's responsibilities stipulated under Sub-Clause 6.7; and (iv) Compliance with The Contractor's responsibilities stipulated under Sub-Clause 6.21. (v) Compliance with The Contractor's responsibilities stipulated under Sub-Clause 6.20; and (vi) Compliance with Sub-Clause 4.13 Rights of Way and Facilities.



GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract
4.22.1	Security of The Site	<p>Add The following Sub-Clause 4.22.1:</p> <p>The Contractor shall be responsible for The security of The Works, The Contractor's personnel, materials and equipment for The duration of The project in accordance with The Employer's Requirements. The Contractor shall employ a full-time Security Coordinator on Site in charge of all security matters. The Security Officer shall be English speaking and shall have at least 5 years' experience in a similar role.</p> <p>The Contractor shall prepare The Security Plan and submit to The Employer and Engineer for Their information.</p> <p>The Contractor shall make available a budget for all such security measures. It shall be deemed that any security related costs are included in The unit prices for other items in The Bill of Quantities.</p>
6	Staff and Labour	
6.1	Engagement of Staff and Labour	<p>Delete The second paragraph of Sub-Clause 6.4 and replace with The following:</p> <p>"The Contractor shall use its best efforts to employ women and local people, including disadvantaged people, living in The vicinity of The project who adequately meet The job and efficiency requirements of The Works."</p>
6.4	Labour Laws	<p>Add The following paragraph to The end of Sub-Clause 6.4:</p> <p>"The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base The employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of The employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline. The Contractor shall (a) provide safe working conditions for both male and female workers, (b) eliminate discrimination in respect of employment, (c) provide equal wages and benefits to men and women for work of equal value or type, and (d) allow its workers freedom of association."</p>
6.7	Health and Safety	<p>Insert after The first sentence of Sub-Clause 6.7:</p> <p>"The Contractor shall at all times comply with The applicable health and safety rules and practices established by The Employer."</p> <p>Add a new paragraph after The first paragraph ending 'prevention of epidemics' as follows:</p> <p>"In The event of any outbreak of illness of an epidemic nature The Contractor shall comply with and carry out such regulations, orders and requirements as may be made by The government or any legally constituted public authority including The local medical or sanitary authorities, for The purpose of dealing with and overcoming The same."</p> <p>Add two new paragraphs after The second paragraph ending 'responsibility and authority' as follows:</p> <p>"The Contractor shall provide all equipment necessary to protect personnel and property, maintain warning signs and lights, barricades, railings and oTher safeguards required by The conditions and The progress of The works. The Contractor shall issue approved personal protective equipment to all workmen and authorized personnel on site</p> <p>The Contractor shall conduct health and safety programs for workers employed on The project directly relevant to The activities being carried out.</p> <p>The Contractor shall ensure that all applicable road safety standards are complied with during execution of The Works."</p> <p>Add The following new paragraphs after The paragraph ending 'Provisional Sum dedicated for The purpose' as follows:</p> <p>"The Contractor shall carry out an information and education campaign on sexually transmitted diseases and HIV/AIDS and anti-trafficking of women and children as part of its health and safety program and disseminate information on risk of sexually transmitted diseases and HIV/AIDS among its staff and labor.</p>



GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract
6.15	Measures Against Insect and Pest Nuisance	Delete existing text to Sub-Clause 6.15 and replace with: "The Contractor shall at all times take The necessary precautions to protect all staff and labour employed on The Site from insect nuisance, rats, and other pests and reduce The dangers to health and The general nuisance caused by The same. The Contractor shall provide his staff and labour with suitable prophylactics for The prevention of malaria and shall take steps to prevent The formation of stagnant pools of water. He shall comply with all The regulations of The local health authorities in These respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on The Site. Such treatment shall be carried out at least once a year or as instructed by The Engineer. The Contractor shall warn his staff and labour of The dangers of bilharzias and wild animals."
6.21	Child Labour	Delete Sub-Clause 6.21 and replace with The following: "The Contractor shall not employ child labor to perform any work, including work that is economically exploitive, or is likely to be hazardous to, or to interfere with, The child's education, or to be harmful to The child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below The statutory minimum age of 14 years under applicable national, provincial or law of Afghanistan." Children between The ages of 15-17 are allowed to work only if The work is not harmful to Them, requires less than 35 hours a week, and represents a form of skill training
6.24	Non-Discrimination and Equal Opportunity	Add The following at The end of first paragraph: "The Contractor shall provide equal opportunity and eliminate discrimination in relation to recruitment, compensation, working conditions and terms of employment for workers (including prohibiting any form of discrimination against women during hiring and providing equal pay for men and women for work of equal value; and to The extent possible, employing women and local people, including disadvantaged people, living in The Project area, provided that The requirements for efficiency are adequately met."
8.3	Program	In Sub-Clause 8.3, delete The word 'and' at The end of (c) and after sub-paragraph (d) (ii), insert The following: "(e) The planned date when The Contractor intends any Sections and The whole of The Works to be complete and ready for taking over; and (f) Other information which The Specification requires The Contractor to show on a program." Add a new paragraph after The above and before The paragraph starting 'Unless The Engineer' as follows: "Each program shall include a Gantt chart that; <ul style="list-style-type: none">• shows a clear critical path through The activities shown, and• is prepared using programming software that can be read by Microsoft Project [or an alternative approved by The Employer]". Add as a new paragraph immediately before The final paragraph of Sub-Clause 8.3: "The Contractor shall provide The Engineer with a detailed cash flow estimate for The construction of The Works at The same time as he submits his first program in accordance with sub-Clause 8.3. The Contractor shall subsequently provide a revised cash flow estimate with each revised program, or more frequently if requested by The Engineer."
10.2	Taking over Parts of The Works	Not Applicable
11.2	Safeguard Requirements	Add The following paragraph to Sub-Clause 11.2 of The GCC Upon The completion of construction, The Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least Their pre-project condition as recorded by The Contractor in consonance with its obligation in Clause 4.16
13	Variations and Adjustments	



GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract																				
13.7	Adjustments for Changes in Legislation	Delete 'Cost' in sub-paragraph (b) and substitute with "additional Cost".																				
13.8	Adjustments for Changes in Cost	<p>The third paragraph of this Sub-Clause shall be deleted and replaced with The following:</p> <p>"No adjustment for changes in cost shall be made under this Sub-Clause 13.8 until The expiry of eighteen (18) months after The Commencement Date. Thereafter, The adjustment to be applied to The amount otherwise payable to The Contractor, as valued in accordance with appropriate Schedule and certified in Payment Certificates, shall be determined according to The following formula for each of The currencies in which The Contract Price is payable. No adjustment is to be applied to work valued on The basis of Cost or current prices. :</p> <p>(a) Local Currency (Afghani, AFN)</p> <p>Payment identified as payable in local currency in The Schedules:</p> $LP_n = a + b \times (Ln/Lo) + c \times (Rn/Ro)$ <p>where:</p> <p>"LP_n" is The adjustment multiplier to be applied to The estimated contract value in The local currency of The work carried out in period "n", this period being a month, "a" is a fixed coefficient representing The non-adjustable portion in contractual payments, "b" and "c" are weightings or coefficients representing The estimated proportion of each cost element (Transportation and National Consumer Price Index respectively) related to The execution cost of The Works, as stated in The relevant table of adjustment data..</p> <p>"Ln", "Rn" are The current cost indices or reference prices, of The cost elements for The period "n", expressed in local currency on The date 28 days prior to The last day of The period (to which The particular Payment Certificate relates); and</p> <p>"Lo", "Ro" are The base cost indices or reference prices corresponding to The above cost elements, expressed in local currency, on The date 28 days prior to The first day of The nineteenth month following The Commencement Date.</p> <p>Cost indices and reference prices shall be taken from The following table:</p> <table><tr><th>Index code</th><th>Index description</th><th>Source of Index</th><th>Weight</th></tr><tr><td></td><td>Non Adjustable</td><td>—</td><td>a = 0.15</td></tr><tr><td>"Lo"</td><td>Transportation (National Consumer Price Index)</td><td>Central Statistics Organization (CSO) Islamic Republic of Afghanistan</td><td>b =</td></tr><tr><td>"Ro"</td><td>Overall National Consumer Price Index</td><td>Central Statistics Organization (CSO) Islamic Republic of Afghanistan</td><td>c =</td></tr><tr><td></td><td></td><td>Total</td><td>1.0</td></tr></table> <p>(b) Foreign Currency</p> <p>Payments identified as payable in foreign currency in The Schedules:</p> $FP_n = a + d \times (Hn/Ho) + e \times (Kn/Ko) + f \times (Mn/Mo) + g \times (Zn/Zo),$ <p>where:</p> <p>"FP_n" is The adjustment multiplier to be applied to The estimated contract value in The relevant currency of The work carried out in period "n", this period being a month, "a" is a fixed coefficient stated in The relevant table of adjustment data representing The non-adjustable portion in contractual pyments; "d" is a coefficient representing The estimated proportion of Foreign labour cost related to The execution cost of The Works, "e" is a coefficient representing The estimated proportion of cement cost related to The execution cost of The Works, "f" is a</p>	Index code	Index description	Source of Index	Weight		Non Adjustable	—	a = 0.15	"Lo"	Transportation (National Consumer Price Index)	Central Statistics Organization (CSO) Islamic Republic of Afghanistan	b =	"Ro"	Overall National Consumer Price Index	Central Statistics Organization (CSO) Islamic Republic of Afghanistan	c =			Total	1.0
Index code	Index description	Source of Index	Weight																			
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GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract																												
		<p>coefficient representing The estimated proportion of petrol, oils and lubricants cost related to The execution cost of The works, and "g" is a coefficient representing The estimated proportion of steel related to The execution cost of The works as stated in The relevant table of adjustment data..</p> <p>"Hn", "Kn", "Mn", "Zn" are The current cost indices or reference prices for The period "n", expressed in The relevant currency of payment, each of which is applicable to The relevant tabulated cost element on The date 28 days prior to The last day of The period (to which The particular Payment Certificate relates); and</p> <p>"Ho", "Ko", "Mo", "Zo" are The base cost indices or reference prices, expressed in The relevant currency of payment, each of which is applicable to The relevant tabulated cost element on The date 28 days prior to The first day of The nineteenth month following The Commencement Date.</p> <p>Cost indices and reference prices shall be taken from The following table:</p> <table><tr><th>Index code</th><th>Index description</th><th>Source of Index/ reference price</th><th>Weight</th></tr><tr><td></td><td>Non Adjustable</td><td>—</td><td>a = 0.15</td></tr><tr><td>"Ho"</td><td>Foreign Labor</td><td></td><td>d = 0.005</td></tr><tr><td>"Ko"</td><td>Cement</td><td>Central Statistics Organization (CSO) Islamic Republic of Afghanistan; http://cso.gov.af</td><td>e = 0.200</td></tr><tr><td>"Mo"</td><td>Petrol, Oil and Lubricants</td><td>Central Statistics Organization (CSO) Islamic Republic of Afghanistan; http://cso.gov.af</td><td>f = 0.523</td></tr><tr><td>"Zo"</td><td>Steel</td><td>Central Statistics Organization (CSO) Islamic Republic of Afghanistan; http://cso.gov.af</td><td>g = 0.122</td></tr><tr><td></td><td></td><td>Total</td><td>1.0</td></tr></table> <p>Weights for "b", "c", "d" "e", "f" and "g" are to be proposed by The Contractor. Additionally, The Contractor shall propose The Source of Index for Foreign Labour, Cement, Steel, and Petrol, Oils, and Lubricants.</p> <p>The cost indices or reference prices stated in The table of adjustment data shall be used. If Their source is in doubt, it shall be determined by The Engineer. For this purpose, reference shall be made to The values of The indices at stated dates for The purposes of clarification of The source; although These dates (and thus These values) may not correspond to The base cost indices.</p> <p>In cases where The "currency of index" is not The relevant currency of payment, each index shall be converted into The relevant currency of payment at The selling rate, established by The central bank of The Country, of this relevant currency on The above date for which The index is required to be applicable</p> <p>Until such time as each current cost index is available, The Engineer shall determine a provisional index for The issue of Interim Payment Certificates. When a current cost index is available, The adjustment shall be recalculated accordingly.</p> <p>If The Contractor fails to complete The Works within The Time for Completion, adjustment of prices Thereafter shall be made using either (i) each index or price applicable on The date 49 days prior to The expiry of The Time for Completion of The Works, or (ii) The current index or price, whichever is more favorable to The Employer.</p> <p>The weightings (coefficients) for each of The factors of cost stated in The table(s) of adjustment data shall only be adjusted if They have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.</p>	Index code	Index description	Source of Index/ reference price	Weight		Non Adjustable	—	a = 0.15	"Ho"	Foreign Labor		d = 0.005	"Ko"	Cement	Central Statistics Organization (CSO) Islamic Republic of Afghanistan; http://cso.gov.af	e = 0.200	"Mo"	Petrol, Oil and Lubricants	Central Statistics Organization (CSO) Islamic Republic of Afghanistan; http://cso.gov.af	f = 0.523	"Zo"	Steel	Central Statistics Organization (CSO) Islamic Republic of Afghanistan; http://cso.gov.af	g = 0.122			Total	1.0
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GCC Clause	Clause Heading	Additions and amendments to The General Conditions of Contract
14	Contract Price and Payment	
14.1	The Contract Price	In The last paragraph, insert The words "Materials and" in front of The words "Contractor's Equipment".
14.2	Advance Payment	Insert The following paragraph after The third paragraph "The Contractor shall submit The details of The utilization of The advance so paid within 90 days from The date of payment of advance to The 'Engineer' for review and onward submission of a report to The 'Employer'. In case it is determined that The advance payment has not been utilized by The Contractor for The purpose for which it has been paid, The outstanding amount shall be liable for recovery immediately."
14.7	Payment	Add The following at The end of The sub-clause: Information on The Contractor's tax obligations in The Employer's country can be found at: http://mof.gov.af/en/
14.9	Payment of Retention Money	If The Employer and The Contractor agreed to partial reduction of The Performance Security after The Taking-Over Certificate has been issued for The Works, The outstanding balance (50%) of The Retention Money for The Works shall remain at The Employer's disposal until The expiry of The Defects Notification Period for The Works and The last two paragraphs of this Section 14.9 [Payment of Retention Money] shall not apply.
15	Termination by Employer	
15.2	Termination by Employer	In The sub-paragraph (d) of The Sub-Clause, substitute The words 'The whole of The Works' by 'more than 50% of The Works in terms of value including The Work subcontracted to nominated Subcontractors'.

