



Islamic Emirate of Afghanistan
Ministry of Water and Energy
Selection of Consultants
Request for Proposals

**GEOTECHNICAL, GEOPHYSICS AND DETAIL DESIGN,
INVESTIGATION OF ZAMBAR DAM PROJECT**

KHOST PROVINCE, AFGHANISTAN

Entity Add: Darulaman Road, Sanatorium, District 06, Kabul, Afghanistan

Duration of Assignment: As specified in the Terms of Reference (TOR)

Duty Station: Sabari District, Khost Province, Afghanistan.

Contract Type: Ijara (Lump Sum)

Selection Method for Consultant: Quality and Cost Based Selection (QCBS)

Funded by: (Representatives of the Beneficiary Community)

“Note: The Ministry of Water and Energy shall act solely as a facilitating and coordinating entity in the procurement process, while the resulting contract shall be entered into directly between the Selected Consultant and the Representatives of the Beneficiary Community.”

Issue Date: 2026



SUMMARY DESCRIPTION
STANDARD REQUEST FOR PROPOSALS
PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Entity addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable Procurement Law and Procedure that govern the selection and award process.

Section 2: Instructions to Consultants (ITC) and Data Sheet

“Instructions to Consultants” contains provisions that must be used without any modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.



PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 6: Standard Forms of Contract

This Section includes the standard Lump Sum Contract form for large or complex assignments and small assignments. It includes the General Conditions of Contract (“GCC”) that must not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.



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PART I
SELECTION PROCEDURES AND REQUIREMENTS

SECTION 1. LETTER OF INVITATION

Date: Oct-4-2026

Name of Assignment: **GEOTECHNICAL, GEOPHYSICS AND DETAIL DESIGN, INVESTIGATION OF ZAMBAR DAM PROJECT**

Dear Consultant,

The Ministry of Water and Energy is facilitating and coordinating the procurement and contracting process for the **GEOTECHNICAL, GEOPHYSICS AND DETAIL DESIGN, INVESTIGATION OF ZAMBAR DAM PROJECT**, (hereinafter referred to as the “Assignment”). The Assignment is financed through financial contributions by the **Local Representatives of the Beneficiary Community**.

The contract for the required consulting services shall be entered into directly between the **Selected Consultant** and the **Representatives of the Beneficiary Community**, in accordance with the applicable procedures and agreed contractual conditions. The Ministry of Water and Energy shall not be a party to the contract and shall act solely as a **facilitating and coordinating entity** throughout the procurement and contracting process.

1. Accordingly, eligible and qualified Consultants are invited to submit their Technical and Financial Proposals, provided that they have successfully completed one or two similar contracts in accordance with the requirements of the Terms of Reference (TOR) within the last ten (10) years.
2. The Consultant shall have achieved an average annual turnover over any two (2) years within the last ten (10) years equivalent to at least the Consultant’s quoted price for this Assignment.
3. Consultants shall prepare and submit their Technical and Financial Proposals in accordance with the TOR and the requirements of this RFP. The Selected Consultant shall be contractually obligated to perform the required services in full compliance with the TOR, this RFP, and the terms and conditions of the resulting contract.
4. More details on the services are provided in the Terms of Reference. **(Attached with this RFP)**
5. It is not permissible to transfer this invitation to any other firm.
6. The firm will be selected under **Quality and Cost Based Selection** and procedures described in this Request for Proposals,.
7. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract



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8. Please inform us in writing at the following address Najibullah.ludin@mew.gov.af or mohammadedris.amiry@mew.gov.af, ayazullah020@gmail.com upon receipt:
- (a) *that you received the Letter of Invitation; and*
- (b) *whether you will submit a proposal alone or in association.*
9. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,
Consultancy Services Procurement Department
Procurement Directorate
Ministry of Water and Energy
Idress #: Darulaman Road, Sanatorium, District 06, Kabul, Afghanistan
+93 (0) 202926787

SECTION 2. INSTRUCTIONS TO CONSULTANTS

A. General Provisions	
1. Definitions	(a) "Applicable Law" means the laws and any other instruments having the force of law in Afghanistan.
	(b) "Entity" means the Procuring Entity with which the selected Consultant signs the Contract for the Consultancy Services.
	(c) "NPD" means National Procurement Directorate
	(d) "Consultant" means any entity or person that may provide or provides the Services to the Entity under the Contract.
	(e) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
	(f) "Contract" means a legally binding written agreement signed between the Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
	(g) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.



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	(h) “Day” means a calendar day.
	(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
	(j) “Government” means the government of Islamic Emirate of Afghanistan.
	(k) “ITC” (this Section 2 of the RFP) mean the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
	(l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Entity for the performance of the Contract.
	(m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
	(n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Entity to the shortlisted Consultants.
	(o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
	(p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
	(q) “Provider of Funds” means any type of organization, institution and entity providing fund for the payments of services under a budget, a grant, a loan, a credit or under any other form of financial agreement.
	(r) “RFP” means the Request for Proposals to be prepared by the Entity for the selection of Consultants, based on the SRFP.
	(s) “Services” means the work to be performed by the Consultant pursuant to the Contract.



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	(t) “SRFP” means the Standard Request for Proposals, which must be used by the Entity as the basis for the preparation of the RFP.
	(u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Entity during the performance of the Contract.
	(v) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Entity and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Entity named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense. 2.4 The Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Entities interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or Debarment by the NPD or Sanction by Provider of Funds.



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	3.2.1. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting Assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Entity.
c. Conflicting Relationships	(iii) <u>Relationship with the Entity's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Entity, or of implementing agency, or of a recipient of a part of the Provider of funds' financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Provider of funds throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Entity shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.



5. Fraud and Corruption	5.1. The National Procurement Authority (NPD) requires that all Procuring Entities (including beneficiaries), as well as Consultants participating in any project in Afghanistan adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. (a) For the purpose of this Clause, the terms set forth below are defined as follows: (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) “Collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Procuring Entity or Entity, designed to establish prices at artificial, non-competitive levels; (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract. (b) A proposal for award will be rejected if it is determined that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; (c) The provider of funds may cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Entity or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Entity having taken timely and appropriate action
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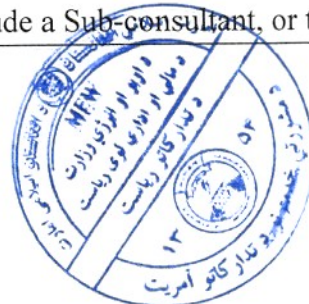
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	(d) A Consultant will be sanctioned including declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract funded by Government of Afghanistan; and (e) In contracts financed by the Islamic Emirate of Afghanistan or financed by a Provider of Funds, a provision may be included requiring Consultants to permit the Entity or the Provider of Funds to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by either the Entity or the Provider of Funds.
6. Eligibility	6.1. The National Procurement Directorate (NPD) requires that all Procuring Entities permit consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Government-financed projects. 6.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the NPD in the Procurement Law and Procedure. 6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Debarment	6.3.1 A firm or an individual Debarred by the NPD in accordance with the above Clause 5.1. shall be ineligible to be awarded a government-financed/Related contract, or to benefit from a Government-financed/Related contract, financially or otherwise, during such period of time as the NPD shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
7. Origin of Goods and Consulting Services	7.1 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
	(i) as a matter of law or official regulation, Islamic Emirate of Afghanistan prohibits commercial relations with that country; or (ii) by an act of compliance with a decision of the United Nations Guarantee Council taken under



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	Chapter VII of the Charter of the United Nations, the Islamic Emirate of Afghanistan prohibits any imports of goods from that country or any payments to persons or entities in that country.
B. Preparation of Proposal	
8. General Consideration	9.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
9. Cost of Preparation of Proposal	9.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation, and the Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Entity is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
10. Language	10.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Entity, shall be written in the language(s) specified in the Data Sheet .
11. Documents Comprising the Proposal	11.1. The Proposal shall comprise the documents and forms listed in the Data Sheet. 11.2. If specified in the Data Sheet, the Consultant shall include a statement of undertaking of the Consultant to observe, in competing for and executing a contract, the Entity country's laws against fraud and corruption (including bribery). 11.3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
12. Only One Proposal	12.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the



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	Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
13. Proposal Validity	13.1. The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 13.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 13.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	13.4. The Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 13.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. 13.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	13.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 13.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Entity, such Proposal will be rejected with the prior no objection of the Provider of funds.



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c. Sub-Contracting d. Eligibility of Sub-consultants	13.9. The Consultant shall not subcontract the whole parts of the Services 3.10. In case a short listed Consultant intends to associate with Consultants who have not been short listed and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria.
14. Clarification and Amendment of RFP	14.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Entity's address indicated in the Data Sheet. The Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
	14.1.1 At any time before the proposal submission deadline, the Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
	14.1.2 If the amendment is substantial, the Entity may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
	14.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
15. Preparation of Proposals – Specific Considerations	15.1 While preparing the Proposal, the Consultant must give particular attention to the following:
	15.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted



	in the Data Sheet and all partners shall be jointly and severally liable. In all such cases a shortlisted Consultant must obtain the written approval of the Entity prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
	15.1.2 The Entity may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
	15.1.3 If stated in the Data Sheet , the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet .
	15.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet , and the Financial Proposal shall not exceed this budget.
16. Technical Proposal Format and Content	16.1 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.
	16.2 Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following Clause from (a) to (g) using the attached Standard Forms (Section 3).
	(a) (i) For the Full Technical Proposal only: a brief description of the Consultants' organization and an



	outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Entity as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Entity.
	(ii) For the Simplified Technical Proposal the above information is not required and Form TECH-2 of Section 3 shall not be used.
	(b) (i) For the Full Technical Proposal only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Entity (Form TECH-3 of Section 3).
	(ii) For the Simplified Technical Proposal Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-Clause 16.2 (c) (ii)).
	(c) (i) For the Full Technical Proposal, and Simplified Technical Proposal: a description of the approach,



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	methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
	(ii) For the Simplified Technical Proposal only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
	(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
	(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
	(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). If there is more than one expert proposed by the consultant for one position, all of them shall be evaluated as per the criteria. However, the lowest rating among the experts evaluated shall be applied during evaluation.
	(g) For the Full Technical Proposal only: a detailed description of the proposed methodology and



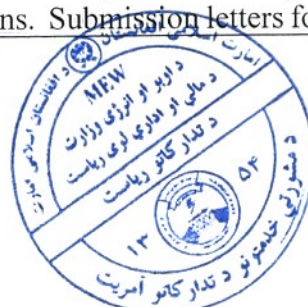
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	staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
	16.3 The Technical Proposal shall not include any financial information. Should cost be a factor of evaluation, a Technical Proposal containing material financial information shall be declared non-responsive.
17. Financial Proposal	17.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts (in the field and at the Consultants' home office), (b) reimbursable expenses indicated in the Data Sheet . If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local currencies. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
a. Price Adjustment	17.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	17.3 The Consultant may be subject to taxes payable in Afghanistan (such as, but not limited to - value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Consultant under the Contract. The Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes, in compliance with any Law, Circular or any legal instrument made under on the subject matter issued by the Ministry of Finance. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
	17.4 Moreover, the Government of Afghanistan's policy will be to clearly indicate to all potential consultants for government projects (regardless of funding) that those consultants will indeed be subject to Afghan income tax under the ITL (2005). To that end, the Ministry of Finance recommends that all development or



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	humanitarian related contracts involving the provision of goods, property, or services to or within Afghanistan should contain the following provision (or similar wording): [CONSULTANT] must comply with the laws of Afghanistan including those relating to income tax and customs duties. [CONSULTANT] is responsible for: Determining and paying [his/her/its] tax liability and applicable customs duty under the laws of Afghanistan. No contrary provisions should be included in the agreement.
	17.5 To the extent that a specific line ministry desires to “gross-up” a particular Consultant, they may do so contractually using funds in their own budget. If that approach is desirable, the following language should be included in the contract: [CONSULTANT] is responsible for determining and paying [his/her/its] tax liability and applicable customs duty under the laws of Afghanistan. Notwithstanding the foregoing, [MINISTRY] agrees to reimburse [CONSULTANT] for [INSERT TAXES FOR WHICH REIMBURSEMENT WILL BE SOUGHT.] No contrary provisions should be included in the agreement.
C. Currency of Proposal	17.6 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	17.7 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
18. Submission, Sealing, and Marking of Proposals	18.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 11 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
	18.2 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both



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	Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
	18.3. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
	18.3.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
	18.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
	18.5. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
	18.6. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked " TECHNICAL PROPOSAL ", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning " DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]. "
	18.7. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked " FINANCIAL PROPOSAL " followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning " DO NOT OPEN WITH THE TECHNICAL PROPOSAL. "
	18.8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked " DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet] ".



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	18.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Entity will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
	18.10. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Entity no later than the deadline indicated in the Data Sheet , or any extension to this deadline. Any Proposal or its modification received by the Entity after the deadline shall be declared late and rejected, and promptly returned unopened.
19. Confidentiality	19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
	19.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing sanctions procedures of provider of funds.
	19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Entity or Provider of funds on any matter related to the selection process, it should do so only in writing.
20. Opening of Technical Proposals	20.1 The Entity's Proposal Opening committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet . The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 or 24 of the ITC.
	20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the



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	Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet .
21. Proposals Evaluation	21.1 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 13.7 of this ITC. While evaluating the Proposals, the Entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
	21.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Entity on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
	21.3 Subject to provision of Clause 16.3 of the ITC, The Evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Provider of Funds issues its "no objection", if applicable.
22. Evaluation of Technical Proposals	22.1 The Entity's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet .
23. Financial Proposals for QBS	23.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
	23.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Entity's evaluation committee. All other Financial Proposals are returned unopened after the



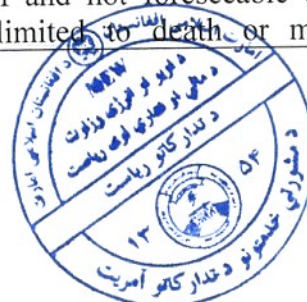
	Contract negotiations are successfully concluded and the Contract is signed.
24. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	24.1 After the technical evaluation is completed and the provider of funds has issued its no objection (if applicable), the Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Entity shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.
	24.2 The Financial Proposals shall be opened by the Entity's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and, if applicable, to the Provider of Funds.
25. Correction of Errors	25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	25.1.1 If a Time-Based contract form is included in the RFP, the Entity's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-



	total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	25.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 26 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
26. Taxes	26.1 The Entity's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Entity's country in accordance with the instructions in the Data Sheet. 26.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Entity's country on the remuneration of non-resident Experts for the services rendered in the Entity's country are dealt with in accordance with the instructions in the Data Sheet.
27. Conversion to Single Currency	27.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange source and date indicated in the Data Sheet .
28. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	28.1 In case of QCBS, the lowest evaluated Financial Proposal (means the lowest evaluated price) will be given the maximum financial score (Sf= Score Financial) of 100 points. The financial scores (Sf = Score Financial) of the other Financial Proposals will be



	computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St = Score Technical) and financial (Sf = Score Financial) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations
b. Fixed-Budget Selection (FBS)	28.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 15.1.4 of the Data Sheet shall be rejected. The Entity will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	28.3 In the case of Least-Cost Selection (LCS), the Entity will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
29. Negotiation	29.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	29.2 The Entity shall prepare minutes of negotiations that are signed by the Entity and the Consultant's authorized representative.
a. Availability of Key Experts	29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 13 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Entity proceeding to negotiate the Contract with the next-ranked Consultant.
	29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical



	incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	29.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	29.6 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the Ministry of Finance and the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract.
	29.7 The financial negotiations will include a clarification (if any) of the firm's tax liability in Afghanistan, and the manner in which it will be reflected in the Contract. 29.8 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
	29.9 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the provider of funds. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 29.9 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
	29.10 In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Entity with the information on remuneration rates described in the Appendix attached to



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	Section 4 - Financial Proposal - Standard Forms of this Request For Proposals.
30. Conclusion of Negotiations	30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Entity and the Consultant's authorized representative.
	30.2 If the negotiations fail, the Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Provider of funds' no objection if applicable, the Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Entity commences negotiations with the next-ranked Consultant, the Entity shall not reopen the earlier negotiations.
31. Award of Contract	31.1. After completing the negotiations the Entity shall obtain the Provider of Funds' no objection to the negotiated draft Contract, if applicable; award the Contract to the selected Consultant and announce the Public Notice of Contract Award Decision in compliance with Article 43 of Public Procurement Law and Rule 84 of Procurement Procedures. After publication of the award decision, unsuccessful consultants may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their proposals were not selected. The Purchaser shall promptly respond in writing to any unsuccessful consultant who, after Publication of contract award decision, requests a debriefing. 31.2. Notwithstanding ITC 31.1, a request for debriefing, and/ or a complaint shall not be addressed and the details on the award purposes shall not be disclosed to the consultants unless the Public Notice of Award Decision is released. 31.3. Pursuant to conclusion of the Contract Negotiations process as per ITC 30.1, within Fourteen (14) days of the receipt of Notification of Award from the purchaser, the successful consultant, if required, shall furnish the Performance Security in accordance with the amount, type and proportion of Currency(ies) indicated in the Data Sheet. 31.4. Failure of the successful consultant to submit the Performance Security as per ITC 31.3 or sign the Contract shall constitute sufficient grounds



	for the (i) annulment of the award with the consultant, and (i) debarment of the consultant for a period not less than two years or as indicated in the Data Sheet . In that event the Entity may award the Contract to the next ranked evaluated consultant, whose proposal is substantially responsive and is determined by the Entity to be qualified to perform the Contract satisfactorily; and
	31.5. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet .

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	Name of the Entity: Ministry of Water and Energy Method of selection: Quality and Cost Based Selection (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: GEOTECHNICAL, GEOPHYSICS AND DETAIL DESIGN, INVESTIGATION OF ZAMBAR DAM
2.3	A pre-proposal conference will be held: No If the consultant has any questions, they should submit them via the following email addresses, and responses will be provided in a timely manner. Email: najibullah.ludin@mew.gov.af Copy to mohammadedris.amiry@mew.gov.af or Ayazullah020@gmail.com
2.4	The Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A



6.3.1	A list of debarred firms and individuals is available at the NPD website: https://ageops.af/en/companies/debarment/debarred-vendors
B. Preparation of Proposals	
10.1	This RFP has been issued in English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
11.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND 2nd Inner Envelope with the Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
11.2	Statement of Undertaking is required: Yes
12.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
13.1	Proposals must remain valid for [120] calendar days after the proposal submission deadline.
14.1	Clarifications may be requested no later than [5] days prior to the submission deadline. The contact information for requesting clarifications is: +93 (0) 202926787 E-mail: najibullah.ludin@mew.gov.af and mohammadedris.amiry@mew.gov.af .
15.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No



	Or (b) other shortlisted Consultants: No
15.1.2 (do not use for Fixed Budget method)	Estimated input of Key Experts' time-input: As specified in the Terms of Reference (TOR). For more information and detailed insight, please refer to the Terms of Reference (TOR) of this project. (Attached Separately).
15.1.3 for time-based contracts only	Not applicable
15.1.4 and 28.2 use for Fixed Budget method	Not applicable
16.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
17.1	[List the applicable Reimbursable expenses in foreign and in local currency. As specified in the Terms of Reference (TOR).
17.2	A price adjustment provision applies to remuneration rates: No
17.3	Information on the Consultant's tax obligations in the Entity's country can be found: www.mof.gov.af/tax.
17.6	The Financial Proposal shall be stated in the following currencies: US \$ The Financial Proposal should state local costs in AFN (Afghani) : No
C. Submission, Opening and Evaluation	
18.1	The Consultants shall not have the option of submitting their Proposals electronically.
18.5	The Consultant must submit: (a) Technical Proposal: one (1) original and One Soft copy on CD; (b) Financial Proposal: one (1) original



18.10	The Proposals or its modification must be submitted no later than: Date: 21/Oct/2026 Time: 10:00 a.m. (Kabul time) The Proposal submission address is: Consultancy Services Procurement Department, Procurement Directorate, Block#5, First Floor Ministry of Water & Energy, Darulaman road, Kabul, Afghanistan. Phone No.: +93 (0) 202926787 Address: Procurement Directorate, Block#5, Ministry of Water & Energy, Darulaman road, Kabul, Afghanistan Telephone: in case of any difficulties in locating the address and submission of bid, please contact: +93 (0) 202926787 Email najibullah.ludin@mew.gov.af CC: mohammadedris.amiry@mew.gov.af, ayazullah020@gmail.com Note: In case the specified deadline for proposal submission is declared a holiday for the entity, the proposals shall be submitted and opened at the specified time on the next working day.						
20.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Bid Opening and evaluation Room, Procurement Directorate, Block#5, Third Floor Ministry of Water & Energy, Darulaman road, Kabul, Afghanistan. Date: 21/Oct/2026 Time: 10:00 A.M (Local Time: Kabul) Note1: the consultant should be present at least one hour (9:00 am) before the bid opening time (10:00 am) on bid opening place, and should have the original ID (Tazkira), colored copy of company license and authorization letter along with its offer for entering into Ministry of Water and Energy. Note2: In case the specified date of proposal opening is declared a holiday for the entity, the proposals shall be opened at the specified time on the next working day.						
22.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: <u>Points</u> (i) Specific experience of the Consultant (as a firm) relevant to the Assignment: (10) (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): (25) <i>{Notes to Consultant: the Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i> (iii) Key Experts’ qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i> <table><tr><td>Key Expert</td><td>Role</td><td></td></tr><tr><td>K-1</td><td>Project Manager</td><td>8</td></tr></table>	Key Expert	Role		K-1	Project Manager	8
Key Expert	Role						
K-1	Project Manager	8					



	K-2	Senior Dam Design Engineer	7
	K-3	Senior Geotechnical Engineer	8
	K-4	Engineering Geologist	7
	K-5	Geophysicist	4
	K-6	Hydrologist	4
	K-7	Hydraulic Engineer	4
	K-8	Structural Engineer	4
	K-9	Seismic/Geotechnical Earthquake Specialist	3
	K-10	Survey Engineer	2
	K-11	Materials/Laboratory Engineer	2
	K-12	Construction Manager	3
	K-13	QA/QC Manager	2
	K-14	Instrumentation Specialist	2
	Total points for criterion (iii): (60) The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): 15% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : 75% 3) [If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10% Total weight: 100% (iv) Transfer of knowledge (training) program (relevance of approach and methodology): Total points for criterion (iv): (5) Total points for the five criteria: 100 The minimum technical score (St) required to pass is: (70)		
22.1 [for STP]	Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are: N/A		
24.1	An online option of the opening of the Financial Proposals is offered: No		
26.1	The Consultant's Financial Proposal shall be inclusive of all applicable taxes, duties, levies, and statutory charges arising from or in connection with the performance of the Services, in accordance with the applicable laws and regulations of Afghanistan.		



27.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>US \$</u> The official source of the (exchange) rate is: Da Afghanistan Bank The date of the exchange rate is: <u>Deadline for submission of the Proposal</u>
28.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 70%, and P = 30% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
D. Negotiations and Award	
29.1	Expected date and address for contract negotiations: Date: Will be determined later Address: Same as the proposal submission address
31.1	The publication of the contract award information following the completion of the contract negotiations will be done on the website:
31.3	A Performance Security is required. The performance security will be in the form of an original Unconditional Bank Guarantee for the amount(s) of Five (5%) percent of the accepted Contract value and in the currency (ies) of the Accepted Contract and valid for contract period plus 28 additional days. The Bank Guarantee shall be issued either: (a) by a bank located in Afghanistan; or (b) By a reputed foreign bank, provided that such bank has a correspondent financial institution in Afghanistan for verification and confirmation. In such cases, the name, full address, and contact details (telephone number and email address) of the correspondent institution shall be declared.



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√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Entity.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

To: [Name and address of Entity]



Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

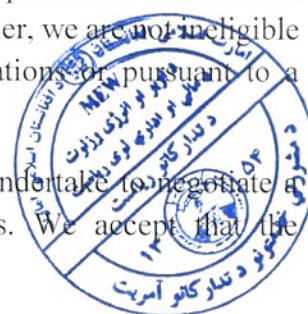
{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Entity and/or we may be sanctioned by the NPD.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 13.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the entity’s or Provider of Funds policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by entity’s Country or provider of Funds. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Guarantee Council;
- (g) Except as stated in the Data Sheet, Clause 13.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the



substitution of Key Experts for reasons other than those stated in ITC Clause 13 and ITC Clause 29.4 may lead to the termination of Contract negotiations.

- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (i) *[Note to Client: This Para (i) shall be included only if required as per Clause ITC11.2 of Data Sheet otherwise this should be deleted]* In competing for and if the award is made to us in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 31.5 of the Data Sheet.

We understand that the Entity is not bound to accept any Proposal that the entity receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}; _____
Name and Title of Signatory: _____
Name of Consultant (company's name or JV's name): _____
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

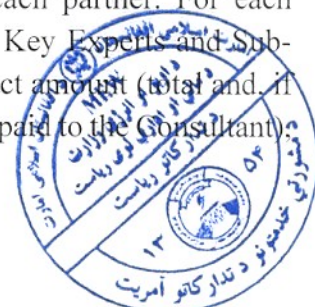
{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization



1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last (10) years.
2. List only those assignments for which the Consultant was legally contracted by the Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Entity.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Entity & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–	{e.g., "Improvement quality of.....": }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-2008}	{e.g., "Support to sub-national government...":}	{e.g., municipality of.}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}



Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE ENTITY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}



Form TECH-4 (FOR BOTH SIMPLIFIED AND FULL TECHNICAL PROPOSAL)

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE
TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form 5.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



Form TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Nº	Deliverables ¹ (D--)	Months											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Entity}												
D-2	{e.g., Deliverable #2:.....}												
n													



¹ List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

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

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

Form TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)							Total time-input (in Months)			
		Position	D-1	D-2	D-3		D-...		Home	Field	Total	
KEY EXPERTS												
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home J [Field]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]						
K-2												
K-3												
n												
									Subtotal			
NON-KEY EXPERTS												
			[Home J [Field]									



National Procurement Directorate – Standard Request for Proposal

[illegible]

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Entity’s country or any other country outside the expert’s country of residence.

Full time input

Part time input



FORM TECH-6

(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

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

Membership in Professional Associations and Publications: _____

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



Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information : (e-mail, phone.....)

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date



Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method, CQS Method and Single Source Selection
- FIN-4 Reimbursable Expenses



FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 13.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}



FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 17.6 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (17.6 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal:				
{Should match the amount in Form FIN-1}				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 17.6).



FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
			[Home]					
			[Field]					



Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social Guarantee (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.



Please note that leave can be considered as a social cost only if the Entity is not charged for the leave taken.

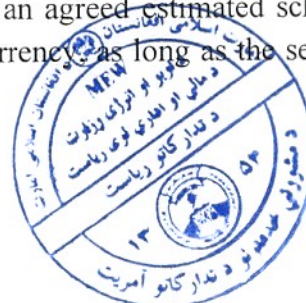
- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc; these and similar items shall not be considered as reimbursable costs.

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.



Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____



**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Year	Proposed Fixed Rate per Working Month/Day/Year ¹
Home Office									
Entity's Country									

If more than one currency is used, use additional table(s), one for each currency.

Expressed as percentage of 1

Expressed as percentage of 4



FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Entity. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses									
No	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}	
	{e.g., Per diem allowances**}	{Day}							
	{e.g., International flights}	{Ticket}							
	{e.g., In/out airport transportation}	{Trip}							
	{e.g., Communication costs between Insert place and Insert place}								
	{e.g., reproduction of reports}								
	{e.g., Office rent}								
	{Training of the Entity's personnel – if required in TOR}								
				Total Costs					



Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Entity can set up a ceiling.

Section 5. Terms of Reference

The TOR and Annexes A & B for this assignment is provided separately. Consultants are required to review the TOR and Annexes thoroughly, as it serves as the basis for both the technical and financial proposals. The TOR and Annexes A & B is attached separately with this RFP.



PART II

Section 6. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals.
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Entity is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.



STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum



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Preface

- 20 This Standard Contract form for Consulting Services has been prepared by National Procurement Authority for use of Procuring Entities and their implementing agencies (referred to hereinafter as Entities) when they hire a consulting firm (referred to hereinafter as the Consultant) for complex assignments for which contract price is paid on lump-sum basis. Its use is mandatory under the circumstances described.
- 21 The Standard Contract consists of four parts: the Form of Contract to be signed by the Entity and the Consultant, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The General Conditions of Contract, including shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Entity]

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

LUMP-SUM

(Text in brackets () is optional; all notes [] should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Entity] (hereinafter called the “Entity”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Entity”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Entity for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Entity that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Entity has received [or has applied for] a budget allocation or a loan/ grant/ credit from the Provider of Funds [Insert the name and address of the Provider of Funds] towards the cost of the Services and intends to apply a portion of the proceeds of this [budget, loan, credit or grant] to eligible payments under this Contract, it being understood (i) that payments by the Procuring Entity (or the Provider of Funds) will be made only at the request of the Entity and upon approval by the Procuring Entity (or the Provider of Funds), (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the (budget, loan, credit or grant) and (iii) that no party other than the Entity shall derive any rights from the agreement providing for the (budget, loan, credit or grant) or have any claim to (budget, loan, credit or grant) proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) 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]
 - Appendix A: Terms of Reference [Not used]
 - Appendix B: Key Experts [Not used]
 - Appendix C: Reporting Requirements [Not used]
 - Appendix D: Breakdown of Contract Price [Not used]
 - Appendix E: Services and Facilities Provided by the Entity [Not used]
 - Appendix F: Form of Advance Payments Guarantee [Not used]
 - Appendix G: Form of Performance Bank Guarantee [Not used]
2. The mutual rights and obligations of the Entity and the Consultant shall be as set forth in the Contract, in particular:



National Procurement Directorate – Standard Request for Proposal

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Entity shall make payments to the Consultant 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 Entity]*

[Authorized Representative of the Entity – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]



I. General Conditions of Contract

A. GENERAL PROVISIONS	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
	(a) “Applicable Law” means the laws and any other instruments having the force of law in Afghanistan.
	(b) “Entity” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
	(c) “Consultant” means a legally-established Private or public professional consulting firm or entity selected by the Entity to provide the Services under the signed Contract.
	(d) “Contract” means the legally binding written agreement signed between the Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
	(e) “Day” means calendar day.
	(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
	(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
	(h) “Foreign Currency” means any currency other than the Islamic Emirate of Afghanistan.
	(i) “GCC” means these General Conditions of Contract
	(j) “Government” means the Government of Islamic Emirate of Afghanistan.
	(k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Entity for the performance of the Contract.



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	(l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
	(m) “Local Currency” means the currency of the Islamic Emirate of Afghanistan.
	(n) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
	(o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
	(p) “Party” means the Entity or the Consultant, as the case may be, and “Parties” means both of them.
	(q) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
	(r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
	(s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
	(t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
	(u) “Third Party” means any person or entity other than the Government, the Entity, the Consultant or a Sub-consultant.
2. Relationship between the Parties	2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1 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.
5. Headings	5.1 The headings shall not limit, alter or affect the meaning of this Contract.



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6. Communications	6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
	6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. Location	7.1 The Services shall be performed at such locations as are specified in Appendix A hereto 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 Entity may approve.
8. Authority of Member in Charge	8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Entity under this Contract, including without limitation the receiving of instructions and payments from the Entity.
9. Authorized Representatives	9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Entity or the Consultant may be taken or executed by the officials specified in the SCC.
10. Corrupt and Fraudulent Practices	10.1 It is the Government's policy to require that Procuring Entities, as well as Consultants and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof under government or Provider of Funds-financed contracts, observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy and for the purpose of this provision, the National Procurement Authority defines the terms set forth below as follows:
	10.1.1 "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
	10.1.2 "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
	10.1.3 "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, non-competitive levels;



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	10.1.4 “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
	10.3 The Government will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract, including, but not limited, to a contract financed under Regular or Development Budget, and /or a Provider of Funds-financed contract.
b. Commissions and Fees	10.4 The Entity requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Provider of Funds.



B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
11. Effectiveness of Contract	11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Entity’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract	14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. 16.2. In cases of substantial modifications or variations, the prior written consent of the Provider of Funds is required.
17. Force Majeure	
a. Definition	177.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.



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	17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
	17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
b. No Breach of Contract	17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
c. Measures to be Taken	17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	17.7 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 Force Majeure.
	17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Entity, shall either:
	(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Entity, in reactivating the Services; or



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	(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
	17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses 46 & 47.
18. Suspension	18.1 The Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
19. Termination	19.1 This Contract may be terminated by either Party as per provisions set up below:
a. By the Entity	19.1.1 The Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); at least sixty (60) calendar days' written notice in case of the event referred to in (g); and at least five (5) calendar days' written notice in case of the event referred to in (f):
	(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
	(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
	(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 47.1;
	(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;



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	(e) If the Consultant submits to the Entity a false statement which has a material effect on the rights, obligations or interests of the Entity.
	(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
	(g) If the Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
	19.1.2 Furthermore, if the Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
(b) By the Consultant	19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
	(a) If the Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 47.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
	(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
	(c) If the Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 47.1.
	(d) If the Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Entity of the Consultant's notice specifying such breach.



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c. Cessation of Rights and Obligations	19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.
e. Payment upon Termination	19.1.6 Upon termination of this Contract, the Entity shall make the following payments to the Consultant:
C. OBLIGATIONS OF THE CONSULTANT	
20. General	
a. Standard of Performance	20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Entity, and shall at all times support and safeguard the Entity's legitimate interests in any dealings with the third parties.
	20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.



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	20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
b. Law Applicable to Services	20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
	20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Entity's country when:
	(a) as a matter of law or official regulations, the Entity's country prohibits commercial relations with that country; or
	(b) by an act of compliance with a decision of the United Nations Guarantee Council taken under Chapter VII of the Charter of the United Nations, the Entity's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
	20.6 The Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
c. Performance Guarantee	20.7. If required as specified in the SCC, the Consultant shall, within Fourteen (14) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount, type and format specified in the SCC. 20.8. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Consultant's failure to complete its obligations under the Contract. 20.9. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract. 21.10 The Performance Security shall be discharged by the Purchaser and returned to the Consultant not later than twenty-eight (28) days following the date of Completion of the Consultant's performance obligations under the Contract.
21. Conflict of interest	21.1 The Consultant shall hold the Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.



a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
	21.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Entity on the procurement of goods, works or services, the Consultant shall comply with the Public Procurement Law and Procurement Procedures, and shall at all times exercise such responsibility in the best interest of the Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Entity.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.



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22. Confidentiality	22.1 Except with the prior written consent of the Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Entity's request, shall provide evidence to the Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Entity or its designated representative and/or the Provider of Funds, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Entity or the Provider of Funds, if so required by the Entity or the Provider of Funds as the case may be.
26. Consultant's Actions Requiring	26.1 The Consultant shall obtain the Entity's prior approval in writing before taking any of the following actions:
	(a) Any change or addition to the Personnel listed in Appendix B



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	(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Entity to be incompetent or incapable in discharging assigned duties, the Entity may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Entity, or to resume the performance of the Services itself.
	(c) Any other action that may be specified in the SCC.
27. Reporting Obligations	27.1 The Consultant shall submit to the Entity the reports and documents specified in Appendix C hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
28. Proprietary Rights of the Entity in Reports and Records	28.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Entity in the course of the Services shall be confidential and become and remain the absolute property of the Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Entity.
	28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Entity's prior written approval to such agreements, and the Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.



29. Equipment, Vehicles and Materials	29.1 Equipment, vehicles and materials made available to the Consultant by the Entity, or purchased by the Consultant wholly or partly with funds provided by the Entity, shall be the property of the Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Entity in writing, shall insure them at the expense of the Entity in an amount equal to their full replacement value.
	29.2 Any equipment or materials brought by the Consultant or its Experts into the Entity's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.



D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	
30. Description of Key Experts	30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B .
31. Replacement of Key Experts	31.1 Except as the Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
	31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
32. Removal of Experts or Sub-consultants	32.1 If the Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Entity determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Entity’s written request, provide a replacement.
	32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Entity to be incompetent or incapable in discharging assigned duties, the Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
	32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Entity.
	32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
E. OBLIGATIONS OF THE ENTITY	
33. Assistance and Exemptions	33.1 Unless otherwise specified in the SCC, the Entity shall use its best efforts to:
	(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.



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	(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Entity's country while carrying out the Services under the Contract.
	(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
	(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
	(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Entity's country according to the applicable law in the Entity's country.
	(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Entity's country, of bringing into the Entity's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
	(g) Provide to the Consultant any such other assistance as may be specified in the SCC.
34. Access to Project Site	34.1 The Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.



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35. Change in the Applicable Law Related to Taxes and Duties	35.1 If, after the date of this Contract, there is any change in the applicable law in the Entity's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1
36. Services, Facilities and Property of the Entity	36.1 The Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
	36.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 39.2.
37. Counterpart Personnel	37.1 The Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Entity with the Consultant's advice, if specified in Appendix A.
	37.2 If counterpart personnel are not provided by the Entity to the Consultant as and when specified in Appendix A, the Entity and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Entity to the Consultant as a result thereof pursuant to Clause GCC 39.3.
	37.3 Professional and support counterpart personnel, excluding Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Entity shall not unreasonably refuse to act upon such request.



38. Payment Obligation	38.1 In consideration of the Services performed by the Consultant under this Contract, the Entity shall make such payments to the Consultant and in such manner as is provided by GCC F below.
F. PAYMENTS TO THE CONSULTANT	
39. Contract Price	39.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix D.
	39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A .
	39.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
40. Taxes and Duties	40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC .
	40.2 As an exception to the above and as stated in the SCC , all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Entity on behalf of the Consultant.
41. Currency of Payment	41.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC .
42. Mode of Billing and Payment	42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.
	42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A . The payments will be made according to the payment schedule stated in the SCC .



	42.2.1 <u>Advance payment.</u> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Entity shall have approved in writing. The advance payments will be set off by the Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
	42.2.2 <u>The Lump-Sum Installment Payments.</u> The Entity shall pay the Consultant within sixty (60) days after the receipt by the Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Entity does not approve the submitted deliverable(s) as satisfactory in which case the Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
	42.2.3 <u>The Final Payment.</u> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Entity. The Services shall then be deemed completed and finally accepted by the Entity. The last lump-sum installment shall be deemed approved for payment by the Entity within ninety (90) calendar days after receipt of the final report by the Entity unless the Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
	42.2.5 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.



43. Interest on Delayed Payments	43.1 If the Entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2 interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
G. FAIRNESS AND GOOD FAITH	
44. Good Faith	44.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
45. Operation of the Contract	45.1 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 47 hereof.
H. SETTLEMENT OF DISPUTES	
46. Amicable Settlement	46.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
	46.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 47.1 shall apply.
47. Dispute Resolution	47.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

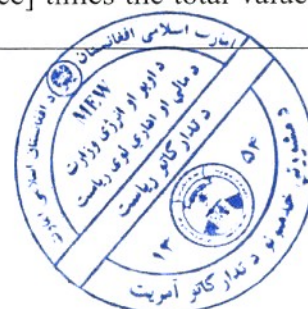


II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
4.1	The language is: English
6.1 and 6.2	The addresses are: Entity: Ministry of Water and Energy, Kabul, AFGHANISTAN Attention : _____ Facsimile : _____ E-mail (where permitted): _____ Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	<i>[Note: If the Consultant consists only of one entity, state "N/A";</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i>
9.1	The Authorized Representatives are: For the Entity: <i>[name, title]</i> _____ For the Consultant: <i>[name, title]</i> _____
11.1	The effectiveness conditions are the following: Signing of the Contract by both parties



12.1	Termination of Contract for Failure to Become Effective: The time period shall be one month.
13.1	Commencement of Services: The number of days shall be (10) days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: As specified in the Terms of Reference (TOR))
20.7	The Standard Form of Performance Bank Guarantee acceptable to the Entity shall be a Bank Guarantee . A Bank Guarantee shall be unconditional according to Appendix G, Performance Guarantee Form. An amount of Five (5) percent of the Contract Price is considered as performance guarantee. It should be original and valid for contract period plus 28 additional days. The Bank Guarantee shall be issued either: (a) by a bank located in Afghanistan; or (b) By a reputed foreign bank, provided that such bank has a correspondent financial institution in Afghanistan for verification and confirmation. In such cases, the name, full address, and contact details (telephone number and email address) of the correspondent institution shall be declared.
21 b.	The Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3. Yes
23.1	No additional provisions. /OR: The following limitation of the Consultant's Liability towards the Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Entity's property, shall not be liable to the Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;



	(b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of total ceiling amount of the Contract; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of "<i>in accordance with the applicable law in the Entity's country</i>"; (c) Third Party liability insurance, with a minimum coverage of "<i>in accordance with the applicable law in the Entity's country</i>"; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Entity's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
28.1	All data and reports will become the property of the Client as they are created and any equipment, hardware and software purchased for the purpose of the Services will become the property of the Client at the end of the assignment.
28.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Entity
39.1	The Contract price is: _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</i> Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Entity <i>[insert as appropriate: "for" or "to"]</i> the Consultant. The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the</i>



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	<i>estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i>
40.1 and 40.2	The Entity shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Entity's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Entity's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Entity's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Entity and which is treated as property of the Entity; (d) any property brought into the Entity's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Entity's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Entity's country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Entity's country in importing property into the Entity's country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Entity's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Entity's country, or (b) shall reimburse them to the Entity if they were paid by the Entity at the time the property in question was brought into the Entity's country.
42.2	The payment schedule: Please refer to the TOR for detailed description. Payment term and conditions such as tax and etc. as indicated on conditions of the contract is applicable.



42.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: Not Applicable
42.2.4	The accounts are: for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> .
43.1	The interest rate is: Not Applicable
Article 25 of contract law	Observance of Quality of Work: The Lessee is obliged to perform the work in accordance with the contract and in conformity with the specified quality standards.
Article 28 of contract law	Right of Contract Termination: In the event of failure to fulfill the terms of the contract, either party (the Lessor or the Lessee) shall have the right to request termination of the contract.
Article 29 of contract law	Compensation for Damages: If either the Lessor or the Lessee suffers damage under the concluded contract, the affected party shall have the right to claim compensation in accordance with the principles of Sharia.
Article 30 of contract law	Dispute Resolution: In the event that a dispute arises between the parties, it shall be resolved in accordance with the terms of the contract. If the dispute is not resolved, either party may refer the matter to the competent court.
Article 32 of contract law	Compliance with Contract Terms: Both parties are obliged to comply with and observe all the terms and conditions of the lease contract.
Article 33 of contract law	Protection of Public Assets: The contracting authority is obliged to fully observe the protection of public funds in the execution of every contract.
Article 37 of contract law	Transparency and Written Terms: Authorities are obliged to execute all contracts in written form, clearly stating all details, so as to safeguard the rights of both parties.



II. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Entity's input, including counterpart personnel assigned by the Entity to work on the Consultant's team; specific tasks that require prior approval by the Entity.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Entity shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Entity as "Employer" is required.]

APPENDIX B – KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Entity's country; entitlement, if any, to leave pay; public holidays in the Entity's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX D – BREAKDOWN OF CONTRACT PRICE



[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Entity prior to the Contract’s negotiations.

Should these representations be found by the Entity (either through inspections or audits pursuant to Clause GCC 25.1 or through other means) to be materially incomplete or inaccurate, the Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Entity before any such modification, (i) the Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Entity to the Consultants, the Consultants shall reimburse to the Entity any excess payment within thirty (30) days of receipt of a written claim of the Entity. Any such claim by the Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Entity of a final report and a final statement approved by the Entity in accordance with Clause GCC 42.2.3. of this Contract.”]



Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charge s ¹	Overhead d ¹	Subtotal 1	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Year	Agreed Fixed Rate per Working Month/Day/Year
Home Office									
Work in the Entity's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

If more than one currency, add a table



Signature

Name and Title:

Date

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE ENTITY

Note: List here the services and facilities to made available to the Consultant by the Entity.



APPENDIX F- FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 42.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Entity]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Entity which shall be presented to us. This guarantee shall expire, at _____

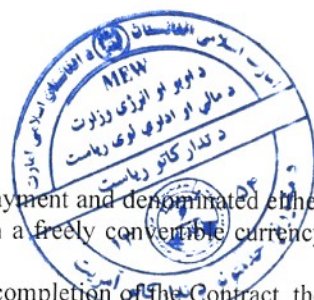


the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of [month], [year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}



¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Entity.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

**APPENDIX G- FORM OF PERFORMANCE GUARANTEE
(UNCONDITIONAL)**

[See Clause GCC 20.7(c) and SCC 20.7(c)]

{Guarantor letterhead or SWIFT identifier code}

Performance Bank Guarantee

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Entity]*

Date: _____ *[insert date]*

PERFORMANCE BANK GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Consultant, WE *[Insert the Name of the Bank]*, as Guarantor, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[Insert the amount in words and figures]*¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

