7. BILL OF QUANTITIES AND SCHEDULES
PREAMBLE TO BILL OF QUANTITIES

1) This Bill of Quantities shall be read in conjunction with such contract documents as, but not limited to, the Conditions of Contract, Specifications, the Instructions to Tenderer, the Drawings and other pertinent data. The tenderer shall be deemed to have fully acquainted himself with the detailed description of the Works to be done, the way in which he shall carry out the Works and the requirements and standards of the Works.

2) All payments to the Contractor shall be made in accordance with the rates and prices entered into this Bill of Quantities, provided always as follows:

(a) The quantities given in the Bill of Quantities are approximate and provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Engineer and valued at the rates and prices quoted in the Bill of Quantities where applicable and otherwise at such rates and prices as the Engineer may fix within the terms of the contract.

(b) The classification of work is based on the Engineer's judgment.

(c) Any work which is not executed, in the Engineer's judgment, in accordance with the provisions of the contract, is not subject to measurement or payment unless such work is reinstated by the Contractor according to the Engineer's instructions.

(d) The unit rates and lump sum prices quoted shall be deemed to be applicable to any method of execution described or implied in the tender documents, and further payment in respect of the method of execution shall not be made unless otherwise approved by the Engineer.

3) Payment for lump sum items will be made in accordance with relevant payment clauses in the Specifications, or, if not specified, interim payments will be made as approved by the Engineer.

4) The unit rates and lump sum prices and amounts for the various items of works listed in the Bill of Quantities shall be expressed in Japanese yen (JPY). In the Bill of Quantities, the unit rates, the lump sum prices and amounts shall be written without decimal places (integer) by rounding. The unit rates and lump sum prices and amounts shall include, except insofar as it is otherwise provided under the contract, all labor, construction equipment, materials, erection, maintenance, supervision, insurance, profit, duties together with all general risks, if any, liabilities and obligations set forth or implied in the contract. These are also deemed to include all allowances for waste or surplus of any kind, which are not subject to measurement.
5) If there is any discrepancy between the unit rate and the amount entered for any item in the Bill of Quantities, the unit rate shall be taken as correct.

6) The cost of items against which the Contractor has failed to enter a unit rate or lump sum price shall be deemed to be covered by the contract price, and where no pay items are provided shall be deemed to be distributed among the rates and prices for the related items of work.

7) The tenderer shall furnish a breakdown of unit rates and lump sum prices for certain items of major work, divided into four (4) parts namely, "labor", "materials", "equipment" and "overhead", the sum of which shall be added to give the unit rate or lump sum price in accordance with the Conditions of Contract.

8) The expression of each item of work in this Bill of Quantities shall be deemed only as an abstract idea of the work, which consists of many kinds of acts as detailed in the relevant sections and clauses of the Conditions of Contract, Specifications and Drawings.

9) Any additional labor, construction equipment or materials required to make good defective work or used in repair or maintenance shall be at the expense of the Contractor and shall not be taken into account when determining the sum to be paid for each item.

10) All progress payments made by interim certificates are deemed to be provisional payments, and the Employer has power to reduce the paid amount in preceding payment certificates whenever any defect is found in or on the said work or to replace the payment from one item to other item if such rearrangement is judged as necessary. The final payment certificate which is provided after the issuance of the Final Certificate is solely deemed as the correct and definitive certificate in quantities and amounts for each item of work and for the whole of the Works.

11) Variation of the form, quantity and quality of the Works or any part thereof, including the pricing of such variation, shall be accomplished in accordance with the Conditions of Contract.

12) The following abbreviations have been used in the Bill of Quantities:

- \( M^2 \) square meters
- \( M^3 \) cubic meters
- \( M \) linear meters
- L.S. lump sum
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate (JAY)</th>
<th>Amount (JAY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 .00 General</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.01 Performance security and advance payment security</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>.02 Insurance (Works and contractor's equipment, third party, accidents or</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>injury to workmen</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.03 Mobilization and demobilization of houses, facilities and yard</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>.04 Mobilization and demobilization of equipment and plant</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>.05 Construction of laboratory</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>.06 Maintenance and services for Item 100.05</td>
<td>Month</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.07 Provisions for security, safety and health control excluding the services</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>item 100.09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.08 Security control by nominated security company</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.09 Percentage fee for Item 100.08</td>
<td>Percentage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.10 Maintenance and protection of traffic</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>.11 Project signboards</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>(1) Sub-total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>200 .00 Construction Works</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.01 Excavation in all materials</td>
<td>M3</td>
<td>193,100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.02 Fill for shoulder</td>
<td>M3</td>
<td>132,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.03 Pothole repairing including &quot;DBST&quot; for 7m wide existing road</td>
<td>M2</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.04 Aggregate sub-base course</td>
<td>M3</td>
<td>76,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.05 Aggregate base course</td>
<td>M3</td>
<td>68,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.06 Asphalt treated base course (100mm )</td>
<td>M2</td>
<td>551,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.07 Asphalt concrete binder course (30mm)</td>
<td>M2</td>
<td>421,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.08 Asphalt concrete binder course (40mm)</td>
<td>M2</td>
<td>31,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.09 Asphalt concrete binder course (50mm)</td>
<td>M2</td>
<td>115,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.10 Asphalt concrete wearing course (30mm)</td>
<td>M2</td>
<td>416,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.11 Asphalt concrete wearing course (40mm)</td>
<td>M2</td>
<td>114,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.12 Bituminous prime coat</td>
<td>M2</td>
<td>537,100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.13 Bituminous tack coat</td>
<td>M2</td>
<td>530,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.14 SBST (Single Bituminous Surface Treatment) on the top of shoulder</td>
<td>M2</td>
<td>198,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.15 DBST (Double Bituminous Surface Treatment)</td>
<td>M2</td>
<td>700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.16 Concrete 10N/mm²</td>
<td>M3</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.17 Concrete 18N/mm²</td>
<td>M3</td>
<td>2,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.18 Concrete 24N/mm²</td>
<td>M3</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.19 Concrete 30N/mm² for bridge</td>
<td>M3</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.20 Concrete 35N/mm² for causeway slab</td>
<td>M3</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.21 Reinforcing bar</td>
<td>Ton</td>
<td>220</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.22 Rubber-bearing pad</td>
<td>Nos</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.23 Bridge hand rail</td>
<td>M</td>
<td>54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.24 Stone masonry</td>
<td>M3</td>
<td>4,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.25 Gabion (1.0m thickness)</td>
<td>M3</td>
<td>600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.26 Gabion (0.5m thickness)</td>
<td>M3</td>
<td>5,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.27 Side ditch type-A</td>
<td>M</td>
<td>5,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.28 Stone masonry U-shaped drain type-A</td>
<td>M</td>
<td>5,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.29 French drain</td>
<td>M</td>
<td>5,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.30 Cleaning of existing pipe-culverts and box-culverts</td>
<td>M</td>
<td>4,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.31 Demolition of existing bridge superstructure</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.32 Removal of existing exposed concrete block or rock along the alignment</td>
<td>M3</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.33 Traffic sign type-A</td>
<td>Nos</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.34 Road marking type-A</td>
<td>M</td>
<td>22,100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.35 Road marking type-A</td>
<td>M</td>
<td>132,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(2) Sub-total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ((1)+(2))</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. FORM OF PERFORMANCE SECURITY
8. FORM OF PERFORMANCE SECURITY

Brief description of Contract __________________________________________

Name and address of Beneficiary _______________________________________

_________________ (together with successors and assigns, all as defined in the
Contract as the Employer)

By this Bond, (name and address of contractor) ____________ (who is the contractor
under such Contract) as Principal and (name and address of guarantor)_____________ as
Guarantor are irrevocably held and firmly bound to the Beneficiary in the total
amount of ______________ (the "Bond Amount", say: ______________) for the
due performance of all such Principal’s obligations and liabilities under the
Contract.

This Bond shall become effective on the Commencement Date defined in the
Contract.

Upon Default by the Principal to perform any Contractual Obligation, or upon the
occurrence of any of the events and circumstances listed in sub-clause 15.2 of the
conditions of the Contract, the Guarantor shall satisfy and discharge the damages
sustained by the Beneficiary due to such Default, event or circumstances. However,
the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any
allowance of time or other indulgence whatsoever by the Beneficiary to the
Principal, or by any variation or suspension of the works to be executed under the
Contract, or by any amendments to the Contract or to the constitution of the
Principal or the Beneficiary, or by any other matters, whether with or without the
knowledge or consent of the Guarantor.

Any claim under this Bond must be received by the Guarantor on or before (the date
six months after the expected expiry of the Defects Notification Period for the Works) _______ (the
"Expiry Date"), when this Bond shall expire and shall be returned to the Guarantor.
The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract. This Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings spelled out in such Rules.

Wherefore this Bond has been issued by the Principal and the Guarantor on (date) ________________

Signature(s) for and on behalf of the Principal _____________________________

Signature(s) for and on behalf of the Guarantor _____________________________
9. LETTER OF TENDER
LETTER OF TENDER

NAME OF CONTRACT: THE PROGRAMME FOR IMPROVEMENT OF TRUNK ROAD FROM KANDAHAR TOWARD KABUL (KANDAHAR +0km ~ +50km), PROJECT-II

Tender Ref. No. NPAF03-002

TO: JAPAN INTERNATIONAL COOPERATION SYSTEM (JICS)

5th Floor
Shinjuku East Bldg.,
10-5, Tomihisa-cho,
Shinjuku-ku, Tokyo, 162-0067, JAPAN

We have examined the Conditions of Contract, Specifications, Drawings, Bill of Quantities, the other Schedules, the attached Appendix and Addenda Nos ____________ for the execution of the above-named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents, for the sum of

(in currencies of payment) ___________________________________________________

or such other sum as may be determined in accordance with the Conditions of Contract.

We agree to abide by this Tender until ____________ and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed, this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _______________________ in the capacity of _____________
duly authorised to sign tenders for and on behalf of ___________________________

Address ____________________________

Date ______________________________

LT-1
## Appendix to Tender

[Note: with the exception of the items for which the Employer’s requirements have been inserted, the following information must be completed before the Tender is submitted]

<table>
<thead>
<tr>
<th>Sub-Clause</th>
<th>Text</th>
</tr>
</thead>
</table>
| 1.1.2.2 & 1.3 | **Employer’s name and address**
Japan International Cooperation System (JICS)
5th Floor, Shinjuku East Bldg.,
10-5, Tomihisa-cho, Shinjuku-ku, Tokyo
162-0067 JAPAN |
| 1.1.2.3 & 1.3 | **Contractor’s name and address**
Joint Venture of Nippon Koei Co., Ltd.
and Construction Project Consultant Inc.
5, Kojimachi 2-chome, Chiyoda-ku,
Tokyo
102-0083 JAPAN |
| 1.1.2.4 & 1.3 | **Engineer’s name and address**
Joint Venture of Nippon Koei Co., Ltd.
and Construction Project Consultant Inc.
5, Kojimachi 2-chome, Chiyoda-ku,
Tokyo
102-0083 JAPAN |
| 1.1.3.3 | **Time for Completion of the Works**
By 31st October 2003 |
| 1.1.3.7 | **Defects Notification Period**
365 days |
| 1.3 | **Electronic transmission systems**
Facsimile |
| 1.4 | **Governing Law**
Japan |
| 1.4 | **Ruling language**
English |
| 1.4 | **Language for communications**
English |
| 2.1 | **Time for access to the Site**
One (1) days after Commencement Date |
| 4.2 | **Amount of Performance Security**
Ten (10) % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable |
| 6.5 | **Normal working hours**
Not specified |
| 8.7 | **Delay damages for the Works**
Zero point one (0.1) % of the Contract Price per day, in the currencies and proportions in which the Contract Price is payable |
| 8.7 | **Maximum amount of delay damages**
Ten (10) % of the Contract Price |

Initials of signatory of Tender

---

LT-2
Total advance payment ________________ 14.2 Twenty (20) % of the Accepted Contract Amount

Number and timing of installment ______ 14.2 ____________________________ One (1) ____________________________

Start repayment of advance payment ___ 14.2(a) when payments are Twenty (20) % of the Accepted Contract Amount

Repayment amortisation of advance payment ____________________________ 14.2(b) Twenty (25) %

Percentage of retention _________________ 14.3 ____________________________ Five (5) ____________________________

Limit of Retention Money ________________ 14.3 ____________________________ Five (5) % of the Accepted Contract Amount

Minimum amount of Interim Payment Certificates ________________ 14.6 ____________________________ Ten (10) % of the Accepted Contract Amount

If payments are only to be made in the currency/currencies named on the first page of the Letter of Tender:

Currency/Currencies of Payment ______ 14.15 ____________________________ Japanese Yen as named in the Letter of Tender

Periods for submission of insurance:
(a) evidence of insurance ________________ 18.1 Twenty-eight (28) days
(b) relevant policies ________________ Fifty-six (56) days

Maximum amount of deductibles for insurance of the Employer’s risks ______ 18.2(d) NIL

Minimum amount of third party insurance ___ 18.3 ¥100,000,000 Japanese Yen per occurrence, with number of unlimited occurrences __________

Initials of signatory of Tender ___________________________________________
CONTRACT AGREEMENT

This Agreement made the ____________ day of ________________ 2003

Between Japan International Cooperation System (JICS) of Japan (hereinafter called "the Employer") of the one part, and ____________ of ___________ (hereinafter called "the Contractor") of the other part

Whereas, the Government of Japan extends its grant to the Transitional Administration of Afghanistan on the basis of the Exchange of Notes signed on the 04th day of May 2003, between the Governments concerning the Works known as The Programme for Improvement of Trunk Road from Kandahar toward Kabul (Kandahar +0km + 50km) Project-II (hereinafter referred as “the Works”); and

Whereas the Employer, on behalf of the Ministry of Public Works of the Transitional Administration of Afghanistan, desires that the Works should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of the Works and the remediying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

   (a) The Letter of Acceptance dated _______
   (b) The Letter of Tender dated _______
   (c) The Addenda nos ______
   (d) The Conditions of Contract
   (e) The Specifications
   (f) The Drawings
   (g) The Priced Bill of Quantities, and
   (h) The Completed Schedules.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.

4. The Employer, on behalf of the Ministry of Public Works of the Transitional Administration of Afghanistan, hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remediying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.
In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by __________________________  SIGNED by ________________________
for and on behalf of the Employer in the presence of

Witness : ____________________________  Witness : __________________________
Name : ______________________________ Name : __________________________
Address : ____________________________ Address : __________________________
Date: _______________________________ Date: _____________________________
CONTRACT FOR CONSULTANT’S SERVICES

for

THE PROGRAMME FOR THE IMPROVEMENT OF TRUNK ROAD
FROM KANDAHAR TOWARD KABUL
(KANDAHAR +0 km to +50km)
PROJECT-II

between

JAPAN INTERNATIONAL COOPERATION SYSTEM (JICS)

and

JOINT VENTURE OF
NIPPON KOEI CO., LTD. AND
CONSTRUCTION PROJECT CONSULTANT INC.

1. AGREEMENT
2. GENERAL CONDITIONS
3. PARTICULAR CONDITIONS
4. APPENDIX A
5. APPENDIX B
6. APPENDIX C

JUNE 2003
1. AGREEMENT

This Agreement made the 15th day of September 2003 Between Japan International Cooperation System (JICS) of Japan (hereinafter called "the Client") of the one part and The Joint Venture of Nippon Koei Co., Ltd. and Construction Project Consultant, Inc. of Japan (hereinafter called "the Consultant") of the other part,

Whereas the Client desires that certain Services should be performed by the Consultant, namely

The Programme for Improvement of Trunk Road from Kandahar toward Kabul (Kandahar +0km + 50km) PROJECT-II

and has accepted a proposal by the Consultant for the performance of such Services,

Now this Agreement Witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Client/Consultant Model services Agreement hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:
   (a) The Letter of Acceptance;
   (b) The Conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions);
   (c) The Appendices, namely:
       Appendix A – Scope of Services
       Appendix B – Personnel, Equipment, Facilities & Services of Others to be Provided by the Client
       Appendix C – Remuneration and Payment

3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.

4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorised signature of Client

__________________________________________________________

In the presence of:

Name       Hiroaki ISUE
Signature   
Address    Shinjuku East Bldg., 10-5, Tomihisa-cho, Shinjuku-ku, Tokyo, 162-0067 JAPAN

Authorised signature of Consultant

__________________________________________________________

In the presence of:

Name
Signature
Address
2. GENERAL CONDITIONS
THE PROGRAMME
FOR
IMPROVEMENT OF TRUNK ROAD FROM KANDAHAR TOWARD KABUL
(KANDAHAR +0KM ~ +50KM)
PROJECT-II

2. GENERAL CONDITIONS


The General Conditions shall be read in conjunction with the Particular Conditions. Where indicated in the Particular Conditions, the General Conditions shall be amended, and where a discrepancy occurs between the two documents the Particular Conditions shall have priority.
3. PARTICULAR CONDITIONS
A. References from Clauses in the General Conditions

1. Definitions

(i) The Project is The Improvement of Trunk Road from Kandahar toward Kabul (Kandahar +0km + 50km), Project-II, Afghanistan

17. Duration of Liability _________ 365 days ________________

Reckoned from _____ the date of Completion Certificate_____

18.1 Limit of Compensation ____full remuneration amount_______

18.2 Replace the first paragraph “So far as the applicable...with the Agreement” with the following:

“So far as the applicable law permits, the Client shall assist the Consultant to be indemnified against adverse effects of all claims including such claims by third parties which arise out of or in connection with the Agreement.”

22. Commencement _________ upon the Agreement becoming effective________

Completion _________ at the issuance of the Completion Certificate________

28. Replace the second paragraph "The performance of Exceptional Services...for performing them." with the following:

In the performance of Exceptional Service, the Client and the Consultant are to consult and agree upon the appropriate measures to be taken, including extra time and payment for performing them.

30. (ii) Delete complete Sub-clause 30.(ii)

31. (ii) Time for Payment

Local Currency _________ N.A. __________________________
Foreign Currency  Thirty (30) Japanese working days

Agreed Compensation
for overdue payment  ____Nil____ percent per day

32. (i) Currency of Agreement  ______Japanese yen_______

(i) Replace the word “warrants” in the second sentence with “assists”.

33  (i) Revise the first line “whenever possible arrange that “ with :

“whenever possible assist the Consultant so that”

(ii) Replace the paragraph “whenever the Client...properly made” with ;

“whenever the Consultant is unsuccessful in such exemption, the Client shall further assist to reimburse the Consultant for such payments properly made.”

36. Language of the Agreement  ______English___________

Ruling language  ______________English____________

Law to which Agreement is subject  ____Japan__________

37. Principal place of business  ____Afghanistan________
41. Notices

Client’s address

JAPAN INTERNATIONAL COOPERATION SYSTEM (JICS)
Shinjuku East Bldg.,
10-5, Tomihisa-cho,
Shinjuku-ku, Tokyo,
162-0067 JAPAN
Facsimile telephone No. 03-5369-9502

Consultant’s address

Joint Venture of Nippon Koei Co., Ltd. and Construction Project Consultant Inc.
2, Kojimachi 4-chome, Chiyoda-ku, Tokyo
102-0083 JAPAN
Facsimile telephone No. 03-5276-3081

44. Rules for Arbitration Japan (the Commercial Arbitration Rules of the Japan Commercial Arbitration Association)
APPENDIX A: SCOPE OF SERVICES

1. The Consultant shall render consulting Services for the Project in accordance with the Agreement. The Consultant’s Services to be rendered shall consist of the following:

   (1) Design Stage

       Nil

   (2) Tendering Stage

       1) The Consultant shall assist the Client in tendering procedures and in evaluation of the submitted tenders.

       2) The Consultant shall assist the Client in negotiating with the tenderers and in awarding the Contract to the successful tenderer.

   (3) Construction Stage

       1) The Consultant shall provide supervisory services for the Project in coordination with the Client to ensure that the works executed by the Contractor under the Project are in compliance with the Agreement. The supervisory services shall include the following:

           a) Inspection and approval of shop drawings and samples submitted by the Contractor.

           b) Interpreting design drawings and specifications.

           c) Providing a representative and engineer(s) as necessary during the construction stage of the Project.

           d) Carrying out factory inspections and/or checking factory inspection reports for the plant, equipment and materials procured for the Project.

           e) Examining the materials, workmanship, and measures employed in the Project as prescribed in the design documents.

           f) Settling disputes or differences relating to the execution and progress of the construction work that may arise between the Client and the Contractor.

           g) Issuing instructions where necessary to prevent delays in the construction works.

           h) Liaison with local authorities, UNMACA, and other organizations in order to minimise or avoid unnecessary delays or disputes.
2) The Consultant shall make necessary reports from time to time or according to the instructions of the Client on the execution and progress of the Project.

3) The Consultant shall issue necessary certificates for payments to the Contractor(s) and other certificates as required by the Client.

2. The scope of the Consultant’s Services prescribed in paragraph 1 above shall be applied for Project-II only as Normal Services.

Project –II: to provide a 50km length of asphalt concrete pavement on the repaired road surface, including drainage, slope protection, bridge and causeway.
APPENDIX B: PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT

NIL.
APPENDIX C:  REMUNERATION AND PAYMENT

1. Remuneration

The Client shall remunerate the Consultant from the Grant with a total amount of One hundred fifty-four million, nine hundred fifty-five and nine hundred forty Japanese yen only (JY 154,955,940) as the Agreement Price for the Service to be rendered by the Consultant pursuant to this Agreement.

2. Payment

2.1 Advance Payment

Within thirty (30) working days from the date of Client's receipt of Debit Note, the Client shall pay forty (40) % of the total sum in the Agreement to the Consultant by means of telegraphic transfer.

2.2 Final Payment

Within thirty (30) working days from the date of Client's receipt of Debit Note accompanied with the certificate of completion of the Services issued by the Client, the Client shall pay sixty (60) % of the total sum in the Agreement to the Consultant by means of telegraphic transfer.