

SECTION B – SUPPLIES OR SERVICES/PRICES

B.1 PURPOSE

The United States Agency for International Development Mission to Afghanistan (USAID/Afghanistan), through its Office of Infrastructure / Energy and Water requires support to provide training, technical assistance and capacity enhancement to the Ministry of Mines (MoM) of the Government of the Islamic Republic of Afghanistan (GIROA) and DABS in support of the activities detailed in Section C.

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Cost Plus Fixed Fee Ceiling Price	\$20,502,709	\$11,277,891	\$31,780,600

[REDACTED]

B.4 PAYMENT

The paying office is USAID/Afghanistan, Financial Management Office, as specified in Section G.4.

END OF SECTION B

SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK

SHEBERGHAN GAS GENERATION (SGG) ACTIVITY

C.1 BACKGROUND

Years of war and neglect have left Afghanistan's electrical sector in poor condition. Prior to 1978, Afghanistan was able to access approximately 396 megawatts (MW) of power compared to approximately 243 MW of power in 2002, at which time almost 50% came from domestic hydropower. In 2004, the Ministry of Energy and Water (MEW) had identified expanded imported power as a key medium-term strategy to meet the unmet demand within Afghanistan. The 2007 summer operating capacity of Afghanistan was approximately 750 MW of power. By 2007, about one-third of electrical power delivered to the grid was imported from neighboring countries. Recent improvements in energy transmission and distribution have facilitated significant increase in the imported power which accounted for 70% of total power supply in 2010 (Jan-Oct).

Substantial proven reserves of natural gas exist near the town of Sheberghan in northern Afghanistan. Natural gas has been extracted since the 1960s, but the current production rate is only about 5% of the highest historical level. The country imports almost 70% of its energy needs, so development of the natural gas reserves would be beneficial. Development requires simultaneous efforts in upstream field development and downstream market creation. The Government of Islamic Republic of Afghanistan (GIROA) proposes to invite the private sector to undertake development of gas fields in Sheberghan and elsewhere. The GIROA has also expressed keen interest in private sector investment in the power industry.

The Northern Fertilizer and Power Plant (NFPP) complex located at Kud Bergh near the city of Mazar-e-Sharif is the largest industrial operation in the country employing over 2,500 staff. The plant was originally designed to produce 105,000 tons of urea annually. Currently, the plant produces only about 40,000 tons of urea due to old and inefficient machinery, poor condition of the gas pipeline, and lower gas pressure in gas wells. Only three of the four original turbine units in the power plant are operational, and that at reduced capability. The fourth turbine is beyond repair and rehabilitation. World Bank commissioned a study of the NFPP in 2004. The consultant, Hill International, concluded its study¹ with the following observations:

- That the power plant could be rehabilitated to capacity with moderate investment; and
- That the fertilizer plant used antiquated chemical process design and technology which was inherently less efficient compared to the modern large-capacity (300,000 tons/year) plants. Hill International suggested continuing operation of the fertilizer plant while undertaking a comprehensive study of Afghanistan's fertilizer requirements.

USAID recognizes the substantial opportunity in increasing power supply from Afghanistan's natural gas reserves with a relatively modest injection of resources. With replacement of 90 km feeder gas pipeline to the NFPP and rehabilitation of the NFPP gas-fired power plant, the output of the power plant can be restored close to its original capacity. Replacement of the gas pipeline coupled with a separate Asian Development Bank (ADB) project to rehabilitate area gas distribution systems would improve residential and commercial gas supplies to the cities of both Sheberghan and Mazar-e-Sharif. Increased gas supply at higher pressures through the new pipeline will improve NFPP power plant operations from current levels. However, improvements to the fertilizer plant itself are outside the scope of current USAID efforts.

The development of the Sheberghan gas fields² and related infrastructure, including NFPP and increased electricity generation and transmission, is a shared objective of the USG and GIROA. To achieve this objective USAID and GIROA have

¹ This study and other relevant documents related to Sheberghan Gas are available online at:
http://www.sheberghangas.com/reports_all.php

² The Jerquduq, Janglikolon, and/or Juma fields will likely be the source for gas supply for the IPP. Gas reserves in these fields have been estimated to be significant in earlier Russian studies; though they remain undeveloped and must be studied to establish specific well production capabilities for the IPP

agreed on two broad components:

1. On-budget financial assistance will be provided (probably through a Host Country Contract – HCC) to the MoM for a number of construction and infrastructure-related activities through a separate Sheberghan Gas Development Program (SGDP). USAID would enter into an Implementation Agreement with MoM under which USAID would grant monies to the MoM through the Ministry of Finance, (MoF) and MoM would contract directly for the works through competitive bidding. MoM will implement the proposed works through the Sheberghan Program Management Unit (PMU), established by the previous Contractor in 2010. The HCC mechanism will promote greater autonomy and independence in MoM by improving its ability to undertake construction works transparently and efficiently. The HCC mechanism is planned to include support for:

a. Gas field development:

- Procuring goods and services and implementing rehabilitation of existing wells and drilling new well(s) to prove adequate, exploitable gas reserves for the initial 5-7 years of operation of the proposed 200 MW IPP (location TBD); and delineating and quantification resources for long term utilization.
- Enhancing MoM capability for planning, arranging funding (not included in current project), and procuring goods and services to develop additional wells to delineate and secure supplies for long-term operation of 200 MW plant and other future large consumers of Sheberghan gas; and
- Procuring goods and services, and implementing construction of new gas collector network in the selected gas field and a feeder line (aggregating up to 25 km) from the gas field to the proposed gas sweetening plant (funding source TBD) including the provision of cathodic protection equipment and electronic security protection systems (note – this will complement the Department of Defense (DOD) Task Force for Business and Stability Operations (TFBSO) efforts for 90 km gas pipeline replacement from Sheberghan gas fields to NFPP).

b. Procurement of goods and services to rehabilitate the NFPP power plant, including:

- Restoring the designed power generation capacity of the NFPP, at a minimum, through a combination of replacement and/or refurbishment of the plant's steam turbines, boilers, piping, valves, and associated electrical equipment;
- Rehabilitate the substation at NFPP and provide interconnection and controls to connect the plant output with the Northeast Power System (NEPS); and

c. Delineating hydrocarbon reserves

2. Off-budget technical assistance to serve as a technical and financial advisor to the MoM and provide quality assurance/quality control (QA/QC) for the on-budget activities (above). This will include training, providing technical assistance and capacity enhancement to the Ministry of Mines, particularly the Afghan Gas Company (AGC), the Northern Hydrocarbon Unit (NHU) and the Policy and Planning Department (PPD), including other government or non-government entities actively involved in Sheberghan gas fields development (such as power utility Da Afghanistan Breshna Sherkat – DABS). The off-budget technical assistance and capacity building is the subject of this Sheberghan Gas Generation (SGG) activity Task order.

C.2 OBJECTIVE

The development of the Sheberghan gas fields and associated infrastructure, including electrical generation plants, involves many “moving parts” by a number of G/RoA entities and donors as well as stakeholders. Most of these are described in various reports prepared under the Sheberghan Gas Field Development Project (SFGDP) under the Energy II IQC and are available on Afghanistan Energy Information Center <http://www.afghaneic.org/>

Objectives of SGG Activity are to:

- Provide technical assistance, training and capacity enhancement to the MoM for the development and effective utilization of Afghanistan's hydrocarbon reserves, including but not limited to the Sheberghan gas fields in Jowzjan Province in Northern Afghanistan;

- Design and implement a comprehensive capacity building program for Afghan staff of the MoM and relevant institutions to support objective (1) above;
- Assist MoM in procuring and implementing the construction and infrastructure activities necessary to identify, quantify, and develop gas fields, restore the power output of the NFPP, and related MoM initiatives;
- Assist MoM to commercialize the Afghan Gas Company (AGC); and
- Improve and consolidate the NFPP power operations with DABS, where possible, for operational efficiency.

The objective of the Sheberghan Gas Generation (SGG) Activity is to provide training, technical assistance and capacity enhancement to the Ministry of Mines (MoM) of the Government of the Islamic Republic of Afghanistan (GIROA) and DABS in support of all of the activities listed above. MoM must have the capacity to prepare and approve technical design documents, tender and bid documents, conduct legal analysis, advise on pricing and quality standards, monitor construction and provide overall QA/QC and oversight. It needs the capacity to manage all of these activities, including the financial management requirements, and to negotiate with Contractors, donors, stakeholders and other government entities. These are all skills that are currently weak and the main task of the SGG Contractor is to ensure that MoM has these skills.

The Contractor's main objective will be the empowerment of the Afghan nationals to manage their hydrocarbon resources in an effective and efficient manner. There is a shortage of skilled Afghan professionals in all sectors, but specifically the hydrocarbon sector. There has been very little work done in the gas sector in the last 30 years in Afghanistan. The technical experts in this field either have retired or work for the Ministry of Mines and its subsidiaries such as Afghan Gas and the Hydrocarbon unit. However, the Contractor has been able to identify and recruit several Afghan nationals for the project who will "twin" or be the "shadow" person of the international staff, participating in all project decision-making and management in the relevant areas. It is expected that the capacity building program coupled with mentoring and coaching by the expat experts, will enable the Afghan nationals to assume most of the responsibilities of the key positions within a fairly short time frame.

In total, completion of the activities set forth in this task order is expected to take up to 36 months

C.3 SCOPE OF WORK

The Contractor's scope of work is divided in the following three components:

1. Design and implement a program of training, mentoring and capacity enhancement for the MoM, including:
 - a) Needs assessment for the MoM, particularly the Northern Hydrocarbon Unit, the AGC, the NFPP, the Afghanistan Geological Survey, and the Policy and Planning Department. This includes what positions currently exist, what positions are needed; the qualifications for all of these positions and a recruiting plan to fill the positions;
 - b) Based on the needs assessment above, develop a comprehensive, three-year capacity enhancement, training and mentoring program for MoM staff and other GIROA agencies and personnel working on Sheberghan gas issues. Upon MoM and USAID approval, implement the program;
 - c) Assist the MoM with the application process with the Civil Service Commission to integrate the Project Management Unit (or equivalent) into the MoM so that it has Afghan professional staff, a budget and clear lines of authority and roles and responsibilities (along the lines of the Terms of Reference completed by the previous Contractor, with revisions if necessary);
 - d) While the MoM is in the process of establishing and staffing a PMU (or equivalent), the Contractor will staff and fulfill the functions of the PMU, embedded in the MoM, and mentor MoM Afghan staff to take over the functions of the expats within the period of the project;
 - e) Provide procurement support to MoM to implement the SGG activity, with particular attention and focus on ensuring each and every procurement action for construction is compliant with the engineering standards of the Fédération International des Ingénieurs-Conseils (FIDIC – www.fidic.org);
 - f) Provide engineering review and technical assistance to MoM and USAID with respect to the SGG activity; and
 - g) Provide support to MoM initiatives in extractive industry (including specifically, but not limited to, natural gas)

2. Design a plan for the capacity enhancement, commercialization and modernization of AGC, and upon approval by MoM and USAID, implement this plan as part of the annual work plan.
3. Provide support for a feasibility report on the transfer of the NFPP power plant and/or its operations and maintenance to DABS.

DETAILED WORK REQUIREMENTS:

All activities are expected to begin in the base period of performance and deliverables shall be submitted per the contract schedule. If the option to extend the period of performance is exercised, the activities listed in each subcomponent shall continue as applicable in addition to any specific deliverables that shall be due in the option period as detailed below.

1.1 Training, Mentoring and Capacity Enhancement for the MoM

1.1.a Subcomponent A: Needs Assessment

In consultation with MoM, NFPP, AGC, and USAID, the Contractor shall conduct a comprehensive Needs Assessment (NA) to identify the skills and capabilities that need to be developed to enable MoM and its relevant entities to independently continue operations and management of respective activities. The Contractor shall evaluate the MoM and other relevant organizations (e.g. AGC, NFPP) for potential capacity assistance needs to perform their role and functions successfully to achieve the objectives of SGG. The Contractor shall incorporate these in the NA report. The NA report shall describe the Contractor's approach to identification of critical areas and subject matters for training, job descriptions of required staff (both existing and those to be established), current capability of staff and potential trainees, gap analysis to assess and design training programs, preparation of training programs, identification of adequacy (or a lack) of staff to be trained, methodology to recruit staff, and implementation of program and methods for certification of adequate and successful training. In developing its needs assessment, the Contractor will identify areas wherein skill sets can be created as soon as possible to accommodate rapid integration of women, especially in technical natural gas production and development areas.

Simultaneously with the needs assessment, the Contractor shall develop a Comprehensive PMU Policy and Procedures Manual including a preliminary Transition Plan to progressively increase Afghan staff responsibilities and transfer greater responsibility from expats to Afghans with a goal for substantial transfer of responsibilities to Afghan control to begin by the end of the base period of performance of this Contract.

Option: Should the option to extend this contract be exercised, the Contractor shall review and revise the preliminary Transition Plan within the first three months of the option period. Thereafter, the Contractor's role will be limited to providing professional advice and trouble-shooting as needed on short-term assignments. At the end of the Contract, USAID envisions the Afghans will be competent to manage the Sheberghan gas generation activities independently.

1.1.b Subcomponent B: Comprehensive Capacity Enhancement Program

The Contractor shall develop a comprehensive training, mentoring and capacity enhancement program to provide direct capacity building assistance to the relevant MoM entities upon approval of the Needs Assessment report by MoM and USAID. Such capacity building shall include, but not be limited to: strategic planning, organizational structure and performance, engineering capability, environmental compliance and monitoring, procurement capability, transmission analysis and forecasting, least-cost planning, electrical grid and gas pipeline network optimization, transmission analysis and forecasting, least-cost planning of gas infrastructure development, reserves delineation and quantification, gas pipeline network optimization, power plant operations, energy and operational efficiency, and investment promotion, among other skills required to successfully implement power and gas infrastructure projects.

Each capacity enhancement activity will ensure that the individual and the organizational unit understand the benefits of proposed assistance. The individuals and the organization unit head will sign agreements to ensure the long-term application and sustainability of the proposed activity in advance. On approval by USAID, the Contractor shall implement the capacity

building program in an effective and timely manner.

The capacity building efforts will be divided among three primary training platforms: (1) an oil and gas (O&G) institute for professional development of individuals in the hydrocarbon sector; (2) coordination with DABS for training of individuals involved with electric power infrastructure (e.g., the power plant at the NFPP facility); and (3) targeted training of AGC employees as part of the commercialization process. Specific training of individuals involved with policymaking and regulatory functions as part of MoM will be accomplished through the oil and gas institute and these individuals will be placed in courses relevant to their anticipated functions. The Contractor will also use the results of the NA report to develop a targeted capacity building program for MoM, to be implemented through the newly created institute.

1.1.c Subcomponent C: Facilitate the Civil Service Application process for the PMU unit.

The Contractor shall coordinate with the MoM to identify how best to establish the PMU in accordance with the Civil Service Commission requirements, including the establishment of positions, a budget for the unit and clear lines of authority and roles and responsibilities (along the lines of the Terms of Reference completed by the previous Contractor, with revisions if necessary)

1.1.d Subcomponent D: Staff and fulfill the functions of the PMU embedded in the MoM.

The Contractor shall staff the existing PMU with overseas experts and appropriate local Afghan staff either recruited from within the MoM or new recruits approved by the MoM to perform the following functions as required by the PMU's initial TOR.

- Assist MoM to manage, find financial commitments for, and implement all SGG components in a professional, transparent, and timely manner;
- Review/revise existing policies and procedures and develop additional ones, as needed, for financial, legal, and environmental management, procurement of goods and services, engineering, human resources, project, regulatory management and other related and relevant skills including public outreach activities to successfully carry out SGG activities in compliance with USAID and GIRoA regulations and implement the same;
- Engage and coordinate with other GIRoA ministries, agencies, donor community, and private sector investors to carry out SGG activities in an efficient and transparent manner;
- Plan and procure goods and services, in compliance with appropriate procurement policies and regulations, to implement all components of SGG activity;
- Plan and develop strategies and business plans for long-term exploration and exploitation of Sheberghan gas field;
- Develop/continue MoM's initiatives to build Afghanistan's extractives industry including reserve quantification, foreign direct investment, investment promotion, industrial revitalization, and private sector participation;
- Develop strategies and business plans to delineate and quantify resources for long-term asset operations. The strategies shall consider large-scale competitive development by Afghan, regional, and/or international prospectors and developers. The Contractor shall use the principles of Extractive Industries Transparency Initiative (EITI) endorsed by the MoM in such development.
- Work with the GIRoA, donors and financial institutions to identify issues and risks and develop mitigation strategies and legal/regulatory requirements to attract investment in the sector.

Depending on the results of the needs assessment in subcomponent A above, the Contractor will recommend revisions to this unit's Terms of Reference, if necessary, in consultation with MoM and USAID to better serve MoM initiatives and activities. The Contractor shall identify issues and suggest possible solutions to MoM and USAID to address potential elements that affect or may affect MoM's ability to perform satisfactorily and implement such solutions as directed by USAID/COTR and approved by the USAID Contracting Officer (CO).

1.1.e Subcomponent E: Provide procurement support to MoM to implement the SGG activity:

The Contractor will provide the following types of procurement support, and will use this support to mentor and train Afghan

staff in all aspects of procurement and quality control:

- a. Drilling operations to prove gas reserves for the 200 MW IPP.

The Contractor shall support the MoM:

- To review the contract for well drilling/rehabilitation to prove gas reserves in the specific field to supply the 200 MW IPP for the initial 5-7 years; if significant issues are identified in the drilling contract, develop possible remedial measures to address these issues in consultation with MoM and USAID and if approved by USAID, implement the recommended solution(s)
- To review the request for proposal for drilling operations, review of proposals, and award of contract in compliance with applicable Afghan and other applicable regulations.
- With the transparent attraction of investors/developers to utilize the gas produced under this task, including but not limited to: solicitations of interest; financial models/assessments; engineering designs; tariff calculations; bids or other offers for construction of the IPP; environmental analyses; etc.

- b. Procurement of gas pipeline design, construction, operation and maintenance

The Contractor shall assist the MoM:

- To prepare procurement documents, solicitations and evaluate bids, and awards for contracts for the supply, installation, testing, and commissioning of collector gas lines in the designated field and a feeder line from the field to the proposed gas sweetening plant for the 200 MW IPP (location TBD).
- To prepare procurement documents, solicitations and evaluate bids, and awards for contracts for the operations and maintenance (O&M) of all gas pipelines and associated equipment for the 200 MW IPP.
- To negotiate a long term, firm, Gas Supply and Price Contract for the IPP, in association with AGC, taking account of MEW/DABS requirement to purchase IPP generation at a competitive price.
- To prepare procurement documents, solicitations and evaluate bids and awards for contracts for the O&M of all gas pipelines and associated equipment for the NFPP.
- The Contractor shall assist the PMU in preparing procurement documents, soliciting and evaluating bids, and award contracts for the supply, installation, testing, and commissioning of a 90 km long, 300 mm diameter gas supply main to replace the existing line to the NFPP including interconnections to the feeder lines to the power plant and the fertilizer plant at NFPP. The line would be designed by an independent USAID implementer. The Contractor shall coordinate with the USAID implementer to ensure streamlined operation from design review through procurement to commissioning.

- c. Rehabilitation of power plant at NFPP

The Contractor shall assist the MoM:

- In preparing procurement documents, soliciting and evaluating bids, and awarding contracts for the supply, installation, testing, and commissioning of existing and/or new equipment to rehabilitate the NFPP power plant including associated interconnection arrangements with NEPS.
- In preparing procurement documents, soliciting and evaluating bids, and award contracts for the O&M of the rehabilitated power plant; and
- In negotiating a workable Power Purchase Agreement with DABS for excess generation available at the NFPP for sale to NEPS, in association with MoM and AGC;

1.1.f Subcomponent F: Provide engineering review and technical assistance to MoM and USAID in respect of SGG activity

The Contractor shall assist the MoM and USAID to:

- Supervise field drilling operations, data collection, and contract implementation;
- Review the drilling results and prepare a comprehensive report on technical adequacy of gas supply from the drilled well(s) for the IPP;
- Coordinate planning and construction of the rehabilitation of the NFPP power plant and its future operations with MEW and DABS and
- Review of design and supervise construction, testing, and commissioning of the field collector lines and the feeder line from the gas field to the gas sweetening plant for the 200 MW IPP.

Contractor support to MoM for oversight of design and construction activities shall include but not be limited to:

- Review and approve technical specifications, engineering designs, and drawings submitted by MoM's (or any other related entity's) Contractors/equipment designers/suppliers, as relevant and appropriate;
- Review and approve construction drawings and shop drawings submitted by Contractors / equipment suppliers;
- Assess, review, approve, and negotiate changes to specifications, design, equipments, and construction with MoM's Contractors;
- Comply with requirements of Afghan environmental, regulatory, labor, and other relevant applicable laws and other applicable regulations;
- Comply with all requirements of the proposed Implementation Letter (agreement) between MoM and USAID for the HCC activities with respect to procurement of goods and services, technical oversight, field monitoring, financial management of USAID funds, environmental compliance of (e.g. procurement financial and technical management);
- Witness/inspect equipment testing at MoM Contractor's works prior to shipment to site;
- Participate as an observer in sub-Contractor/investor proposal evaluation committees. The Contractor shall track progress and provide regular updates to USAID;
- Assist in the preparation (or review) of comprehensive training programs to increase organizational unit function, especially in the areas of plant or equipment start-up, bid preparation and review, strategic and least-cost planning, management and leadership, operation, maintenance, testing, acceptance, and logistics procedures and efficiency, among others;
- Monitor the adequacy and acceptability of delivered goods and services under approved activities through field inspections, to review Contractor reports and meeting project personnel;
- Respond to proposed changes in the USAID-funded construction contract(s), review the validity of claims and to provide recommendations for MoM responses, and evaluating the reasonableness of contract time extensions;
- Analyze and provide advice to the MoM in issuance and negotiations of change orders in accordance with procedures;
- Assist PMU, in consultation with MoM and its operating units (e.g. AGC), to plan and implement delineation and quantification of resources ;
- Assist with the performance of administrative tasks including, but not limited to, activities such as drafting project implementation letters, preparing action memoranda and reports, estimating expenditures, reviewing payment vouchers, responding to audits, assessing claims, and performing other related activities.

The Contractor shall provide Monthly Certification of work progress in compliance with specifications to USAID to facilitate payment to construction/equipment Contractors for completed work. USAID, in agreement with MoM, shall provide the Contractor authority to suspend/stop field work and to authorize rework/repair defective work to meet relevant specifications.

The Contractor shall assist USAID's independent quality assurance implementer (under USAID's Engineering, Quality Assurance and Logistical Support (EQUALS) program), as necessary, to conduct **quarterly** or more frequent as necessary, QA/QC of all site operations including construction/installation, site testing and commissioning, periodic audit of MoM's project financial and accounts management and environmental and regulatory compliance of activities funded by USAID, including materials measurement and analysis, and limited testing of equipment, to ensure design specifications have been adhered to, as required. The Contractor shall assist MoM to address satisfactorily QA/QC issues and concerns raised by EQUALS implementer and provide Records for Compliance.

1.1.g Subcomponent G: Provide support to MoM initiatives in the extractive industry (e.g., oil, gas, and coal)

In consultation with MoM and USAID, the Contractor shall assist MoM's operating units (e.g. AGC) in delineating and quantifying reserves for long-term exploration and exploitation using private and public investments. The Contractor shall assist MoM entities to procure specialist services such as 2-dimensional and 3-dimensional mapping using seismic techniques, to delineate and quantify resources for continued long-term operation of MoM assets

1.2. Component Two: Provide support to MoM for the commercialization and modernization of AGC

The objective of Component 2, based on the needs assessment completed in subcomponent A of component 1, is to design a Commercialization Management Contract (CMC), or other suitable, similarly effective mechanism, to enhance the capacity of the AGC and enable it to become a commercial enterprise. Upon approval by MoM and USAID, this CMC will become part of this Task Order and the Contractor will implement the terms of the contract.

Currently the role of AGC, as a Department in MoM, is limited to continuing a low-level of gas exploitation from existing wells in the Sheberghan area and the operation of the NFPP. AGC operations require a significant subsidy from the GIRoA, primarily because of the poor status of plant and equipment and a lack of investment for modernization. NFPP is the largest industrial operation in the country providing over 2,500 jobs and MoM is keen on streamlining its operations for long-term sustainability.

MoM is anticipating an expanded future role for AGC, or some derivative thereof. With increased donor investment in gas exploration and gas infrastructure in the coming years, it will be the responsibility of AGC to operate and maintain the new/rehabilitated assets. These include, at a minimum, assets proposed to be obtained and/or rehabilitated with funding from US DOD, USAID, and the Asian Development Bank (ADB), among others. Additionally, AGC would likely be the focal entity to manage the country's interests in large-scale exploration and exploitation of the country's vast gas reserves, potential gas imports from Turkmenistan, potential gas exports to Tajikistan; as well as the proposed large-scale transit of gas from Turkmenistan to Pakistan and India through Afghanistan (TAPI). In this context, MoM is supportive of corporatizing AGC for efficient and sustainable long term operation of the gas sector, while retaining state ownership to protect Afghanistan's interest in its natural resources.

The objectives of the CMC are to:

- Improve efficiency of AGC operations in gas exploration, exploitation, and main transmission systems;
- Reduce losses in gas distribution to the NFPP and to residential and commercial consumers in the Sheberghan and Mazar-e-Sharif areas;
- Rebuild AGC's technical, commercial, and human resource systems to sustain and improve increased exploitation and utilization of gas from Sheberghan and other fields.
- Prepare AGC as the focal entity for defining and protecting Afghan interest in the long term gas sector activities including large scale expansion of gas exploitation, gas imports and cross-boundary gas transit projects.

The overarching goal of the CMC is that AGC will be able to operate on a full cost recovery basis and have the capacity to manage its expanded role to lead the Afghan gas sector. USAID envisions that this component will be implemented in two subcomponents: Under Subcomponent A below, the Contractor shall design the CMC in consultation with MoM, USAID, AGC, and relevant agencies of the GIRoA. On MoM and USAID approval of the CMC, the Contractor shall sign a contract with authorized agencies of the GIRoA, and shall implement AGC Commercialization activities under Subcomponent B.

1.2.a Subcomponent A – Design of Commercialization Management Contract

The Contractor shall work with MoM and GIRoA to design a CMC to improve operational efficiency of AGC and to prepare it for the expanded role envisioned by MoM. The CMC may consider the alternatives of embedding key experts within the existing AGC management and operations structure, an independent Management Contractor to achieve corporatization objectives or other mechanisms. The Contractor shall prepare a comprehensive report on status of AGC, its current and

proposed activities, quantify, to the extent feasible, expected results of the CMC, progressive capital investments and resources needed to achieve the results along with a monitoring program to measure progress. The report shall identify major risks to achieving the expected results and a risk management program. Based on the report, the Contractor shall draft a CMC which should specify, at a minimum:

- a. Authorized representatives for the Contract;
- b. Specific powers and responsibilities of the CMC Contractor, particularly with respect to executive authorities of the CMC Contractor and management responsibilities for staff and facilities of AGC;
- c. Specific responsibilities of AGC and GIRoA in the immediate and long-term planning and implementation of gas sector expansion;
- d. Specific physical boundaries of the area under the CMC, including extent of gas fields, compressor stations, gas pipelines and distribution lines, metering, NFPP power plant, electrical substation, transmission facilities to be included in the contract zone;
- e. Arrangements, terms and conditions for AGC personnel under the contract;
- f. Arrangements, terms and conditions for bulk energy supply to DABS under the contract;
- g. Financial management and reporting procedures and responsibilities;
- h. Obligations for and exemptions from taxes and duties;
- i. Conditions for force majeure;
- j. Limitations of Contractor's liability;
- k. Procedures and terms for planning and execution of capital works, including the IT and metering programs, and implementation of any activities related to new customer connections;
- l. Approval levels and procedures for various types of maintenance work to be carried out by AGC staff or CMC Contractor staff; and
- m. Any other provisions deemed necessary and mutually acceptable.

1.2.b Subcomponent B – Implementation of Commercialization Management Contract

The anticipated role of the Contractor under the CMC is to:

- Manage all company facilities and staff, controlling staffing for key positions.
- Establish efficient technical and commercial operations in the company's headquarters.
- Install key Information Technology (IT) systems needed for efficient system management, including metering, billing, collections, energy accounting, operations, asset and maintenance management, and Human Resources (HR) management.
- Establish effective asset management practices and procedures.
- Transfer key gas distribution knowledge, skills and abilities to AGC's staff through shadow management and - on-the-job training.
- Put in place procedures, systems and equipment to streamline operations eliminate subsidies and corruption in the gas distribution system.
- Provide services required to manage AGC and achieve the capacity building, capital development, lost reduction objectives of the CMC.

The Contractor shall prepare and obtain approval from MoM and USAID for an Annual Commodity Procurement Plan (CPP). The Contractor will assist the MoM/AGC to implement the commodity procurement plan, which will be funded through this Task Order and/or GIRoA/donor financing.

The plan, which shall introduce modern utility management systems, shall include, but not be limited to:

- a. An information technology procurement plan that includes specifications for the standard utility information systems and hardware for technical, administrative, financial and commercial operations;
- b. A customer enumerations and billing and collections program designed to capture revenues from resources distributed and thereby reduce commercial losses;

- c. A metering plan that specifies the metering technologies, communications, arrangements for serial metering, if any, interface with billing, collections systems and customer database, pilots required to test alternative technologies and configurations, a schedule for procurement of hardware and software, and plan for implementation of meter and technology installation. The metering plan should seek to provide reliable, tamper resistant meters to customers that represent the largest proportion of current AGC load within budget constraints. Metering technologies should be selected that are suitable from a cost-benefit basis for each class of customer. The Contractor should consider first conducting metering pilots to ensure that any metering configuration that will be procured on a large-scale basis is proven to be effective under conditions found in AGC's system; and
- d. A vehicles and tools procurement plan that specifies the vehicles and tools required for maintenance and repair. This plan should reflect an analysis of the highest priority vehicles and tools required by AGC for loss reduction and collection improvement.

Contractor will ensure that the Annual Commodity Procurement Plan is acceptable within the AGC organizational framework and incorporates the latest international best practices for procurement and utilities management. The CPP will address AGC's procurement needs including acquisition of information technology (operations, metering, billing, and collections), commodities, vehicles, tools, and other operational equipment.

Phase 1 of the CPP will focus on an initial assessment of procurement needs as well as the efficacy of the current process and AGC's support personnel. The assessment will be conducted through observation, discussions with key AGC (MoM) staff, and review of current policies and procedures.

Phase 2 will focus on the development of a comprehensive written CPP. The initial draft will be prepared for approval and comment from AGC (MoM) and USAID. The CPP will include:

- a. The development of an information technology governance board to insure IT procurements are not duplicative throughout AGC, fit within AGC's IT architecture, and are optimally cost effective;
- b. A vehicle and tools procurement schedule to maximize purchasing value through economies of scale, decreasing overall costs, and prioritized AGE-wide needs. Procurement analysis of vehicles and equipment will also include the overall cost effectiveness of maintenance;
- c. A metering plan that, through analysis, develops requirements to balance current technology and available funding to acquire the overall best value technologies; and
- d. The development of appropriate process flows (or procedures) and interfaces to meet requirements of developers, program staff, procurement officials, accounting staff (billings and collections), and inventory specialists.

Phase 3 will focus on working with the AGC staff to implement the CPP through hands on mentoring and support. The Annual Commodity Procurement Plan will incorporate the tenets of transparency and good governance, be as simplistic and straightforward (understandable) as possible, and maintain the rigor and discipline necessary to ensure best value procurement for the Government of Afghanistan.

1.3 Component Three: Feasibility report on transfer of the NFPP power plant and/or its operations and maintenance to DABS

AGC, the operator of NFPP, is primarily a gas development and infra-structure Company and not an electric utility. The NFPP power plant has been operated historically to supply electricity to the fertilizer plant. AGC has been successful in operating the power plant under difficult conditions. However, with the proposed large USAID investment in the power plant and the potential sale of bulk energy to DABS, it may be timely to assess the feasibility of transfer of ownership and/or the O&M of the power plant to DABS to realize operational efficiencies of interconnected electrical systems.

It is understood that the sale of the plant's excess electrical generation to DABS will be a major revenue stream for AGC, at least in the initial years after plant rehabilitation. This revenue will help AGC to self-finance much of the fertilizer plant modernization. Also, legal and financial basis and requirements of transfer of assets from one ministerial agency to another

are likely to be complex.

The Contractor shall, in consultation with MoM, AGC, DABS, and other relevant ministries (e.g. MEW, MoF, and Ministry of Justice), conduct an operations and management assessment to clearly identify and quantify the advantages and disadvantages of possible ownership transfer of the power plant and/or the O&M to DABS. The assessment shall consider AGS and DABS as autonomous government owned organizations that are responsible required to be profitable in their operations. The study shall address priority for use of plant generation in case of equipment outages, possible issues and potential solutions related to gas production, gas/electric transmission systems and other considerations affecting operation of the two entities.

The recommendation(s) of the assessment shall be realistic and succinct and include an analysis of ministerial and other relevant consultations. The study shall provide a recommended action plan and a timeline for its implementation.

C.4 EXPECTED RESULTS

Improved economic conditions, social services, and quality of life.

On-budget efforts will promote economic and energy security, while off-budget efforts will support the institutions and investments necessary to sustain those goals. By establishing gas reserves and completing a production well(s), the program will facilitate up to \$300 million in private investment for the development of the 200 MW Sheberghan gas-fired power plant (first for Afghanistan). The replacement/upgrade of the gas pipeline will provide substantially increased gas to the power plant, fertilizer plant, and tens of thousands of households in Balkh and Jowzjan provinces. The rehabilitation of the Kud Bergh power plant at NFPP will provide sustained power to the fertilizer plant at current levels and have surplus to be directly fed to NEPS. Improving supply to the fertilizer plant will stabilize job opportunities for 2,500 employees of the NFPP, contributing to the economy of Balkh. The new gas corporation will reduce commercial and technical losses while increasing reliability of the system. Power supply improvements to NEPS utilizing the nation's own resources is expected to lower dependency on the import of energy and improve supply of lower cost electricity. The proposed large investment (USG plus others – estimated in excess of \$500 million) in the gas and electricity sectors in the Sheberghan area will stimulate local, regional, and national economy, create jobs, improve social services and quality of life for the majority of Afghanistan's urban population.

END OF SECTION C

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING STRATEGY FOR SGG ACTIVITY

Program Name : Shebergan Gas Generation Activity

Branding : The branding shall incorporate the message: The assistance is “from the American People jointly sponsored by USAID and the Government of the Islamic Republic of Afghanistan”

Desired Level of Visibility: USAID identity must be prominently displayed in: commodities or equipment, printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and all promotional and informational products; and events.

Organizations to be acknowledged: The branding may acknowledge other organizations deemed as partners of an event or deliverable. The Contractor's name will not be included.

D.3 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 TASK ORDER PERFORMANCE EVALUATION

Task order performance evaluation shall be performed in accordance with Energy II IQC Section G.10 Contractor Performance Evaluation.

The Contractor's performance shall be evaluated based on the completion of specific tasks, deliverables, plans and reports as outlined in the Task Order, and adherence to the work plan as approved by the COTR.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The estimated period of performance for this task order is eighteen (18) months from the date of Task Order award with an eighteen (18) month option period should the option be exercised in accordance with FAR Subpart 17.

F.2 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

Alvera Reichert
Contracting Officer
USAID/Afghanistan
Office of Acquisition and Assistance – Kabul
US Embassy
AE 09806
DPO
Telephone: (202) 216-6288 extension 4004
Email: areichert@usaid.gov

The Contracting Officer's Technical Representative (COTR) will be designated separately.

F.3 PLACE OF PERFORMANCE

The place of performance under this Task Order is Afghanistan, as specified in the Statement of Work.

F.4 AUTHORIZED WORK DAY / WEEK

1. Overtime/premium pay

No overtime or premium pay is authorized under this Task Order. A six-day workweek is authorized.

2. Non-overseas employees

The length of the Contractor's U.S., non-overseas employees' workday shall be in accordance with the Contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

3. Overseas Employees

The work week of the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID/Afghanistan Mission and the Cooperating Country associated with the work of this contract.

4. Short-term personnel

A six-day (6) workweek is authorized for short-term personnel performing services in the field.

5. Overseas Allowances

Overseas allowances (other than per diem), if any, shall be in accordance with the clause of this Contract entitled

“Differentials and Allowances” (AIDAR 752.7028) and the Standardized Regulations, and shall include, for each individual for whom the allowance will apply, the type of allowance, the calculation of the allowance, and the total overseas allowances costs.

Post differential and danger pay allowances under AIDAR clause 752.7028 are calculated by applying the percentages established by the Department of State for U.S. Government employees for each allowance to a maximum 40 hour workweek, regardless of whether the Contractor has been authorized a workweek in excess of 40 hours. If the Contracting Officer has authorized a workweek in excess of 40 hours, then additional non-premium pay salary and related fringe benefits may be paid for hours worked, but payments for post differential and danger pay are limited to the percentage rates applied to a maximum of 40 hours. “Non-premium pay” means an hourly rate of pay that is no more than the regular hourly rate of pay for a maximum 40 hour workweek.

F.5 DELIVERABLES, REPORTS AND PLANS

In addition to the requirements set forth for submission of reports in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the COTR (referenced in Sections F.2 and G). All reports and other deliverables shall be in the English language, unless otherwise specified by the COTR.

SPECIFIC DELIVERABLES UNDER WORK COMPONENTS:

Component One Deliverables: Staffing and functional support to the PMU

No.	Deliverables	Month after Base Contract Award or as specified	Option: Month after Base Contract Award
1	Rapid Appraisal Report	1 Month	
Subcomponent A:			
2	Needs Assessment	2 Months	
3	Preliminary Transition Plan	2 Months	
4	Comprehensive PMU Policy and Procedures Manual	3 Months	
5	Report on Implementation of Preliminary Transition Plan	15 Months	24 Months
Subcomponent B:			
6	Training, Mentoring, Capacity Building Program Plan	3 Months	
7	Quarterly report on Training, Mentoring, and Capacity Building	Quarterly beginning at Month 6	Quarterly
Subcomponent C:			
8	Preliminary Assessment Report on establishing PMU	3 Months	
9	Comprehensive PMU plan	6 Months	
Subcomponent D:			
10	Assessment of Staffing PMU Personnel Inventory, Challenges and Efficacy	Quarterly beginning at Month 6	
11	Assessment of Budgetary and Human Resource Sustainability	15 Months	24 Months
Subcomponent E:			
12	Final procurement documents for individual activities, including certification of compliance with FIDIC guidelines.	2 Months after design completion for each	2 months after design completion
13	Certification that FIDIC guidelines were adhered to during each procurement action.	1 week prior to awards	1 week prior to awards
14	Report on final MoM Gas Supply and Price	2 weeks after GSP contract	

	Contract for IPP	execution	
15	NFPP Power Purchase Agreement with DABS	Concurrent with engineering design completion	
Subcomponent F:			
16	Comprehensive Report on Gas Drilling Operations and Gas Reserves Quantification	2 Months following task completion	
17	Project Completion Report on Gas Pipeline, Construction and O&M Activities.	2 Months after pipeline commissioning	2 Months after pipeline commissioning
18	Project Completion Report on NHPP power plant Design, Construction and O&M Activities.		2 Months after plant commissioning
19	Certification of Work Progress Reports	Monthly	Monthly
Subcomponent G:			
20	Comprehensive Report on Options for Private Partnerships in Gas Exploration and Extraction	3 Months	
21	Report on Ongoing Activities to Assist AGC and MOM in Specialist Services	Quarterly	Quarterly

Component Two Deliverables: Support to MoM for the commercialization and modernization of AGS

No.	Deliverables	Month after Base Contract Award	Option: Month after base Contract Award
Subcomponent A:			
1	Commercial Management Contract Design	3 Months	
Subcomponent B:			
2	Annual Commodity Procurement Plans	4 Months, 16 Months	28 Months
3	Annual Plans for IT systems development	4 Months, 16 Months	28 Months
4	Customer Billing and Collection Plan	3 Months	
5	Monthly management reports	End of each	End of each
6	Public Involvement program	3 Months	
7	The Contractor shall provide briefings for MoM and GIRoA officials concerned with this Contract on a regular basis, as stated in the CMC	As needed	As needed
8	Contractor Staff Disengagement Plan	3 Months	

**Component Three Deliverables:
Feasibility report on transfer of NFPP Power Plant and / or operations and maintenance to DABS**

No.	Deliverables	Month after Base Contract Award	Option: Month after Base Contract Award
1	Feasibility Report	5 Months"	

A. Reports:

1. **Monthly Reports:** The Contractor shall provide to the COTR, within 5 days after the end of each month, a report on the activities undertaken during the month. The monthly report should seek to be a brief yet precise, description of the

activities, with emphasis on issues that have arisen, impacts made, constraints encountered, and suggestions for additional actions that might be taken. The monthly report should also include the Contractor's accrued monthly expenditures. The COTR is responsible for transmitting this information to the USAID financial management office responsible for the contract. The Contractor shall edit reports to ensure appropriate use of English language.

2. Monthly Meetings: The Contractor shall hold monthly (or more frequently as necessitated by conditions related to infrastructure project performance) meetings with the COTR and/or the alternate COTR if the COTR is not available, to discuss progress, identify opportunities for program improvement, and resolve problems as required.

3. Quarterly Reports: The Contractor shall submit quarterly progress reports within 10 days from the end of the reporting period. Submission will follow the U.S. Government (USG) reporting periods which begins October 1. These reports shall summarize progress of the major activities during the period of performance indicating any problems encountered, and what steps were taken to resolve those issues or proposing remedial actions as appropriate. The Contractor shall promptly notify the Contracting Officer (CO) and the COTR of any problems, delays, or adverse conditions, which materially impair the Contractor's ability to meet the requirements of the Contract.

4. Performance Monitoring Plan (PMP): The Contractor shall submit a PMP within 45 days of the Contract award to the COTR for approval. The PMP shall identify the start date of each activity and the expected completion date. When applicable, milestones will be established for the more complex activities, identifying relevant sub-activities needed to achieve the totality of work to be performed.

5. Annual Work Plans: The Contractor shall submit annual work plans that detail the work to be accomplished during the upcoming year. The 1st year final work plan will be submitted within 30 days of the Task Order award. The 2nd and subsequent year work plans shall be submitted no less than 60 days prior to the end of the current USG Fiscal Year ending September 30. Annual Work plans may be revised on an occasional basis, as needed, to reflect changes on the ground and with the concurrence of the COTR. The Work Plan shall, at a minimum, include planned events and activities to assist PMU and other entities in planning, design review, procurement, construction activities, capacity building/training along with timelines and estimated effort levels.

6. Annual Report: The Contractor shall submit an annual report for each Fiscal Year combining the activities of all four quarters (a separate fourth quarter report is not necessary) and providing an assessment towards achieving the annual objectives set forth in the annual work plans. This report is due 30 days after the end of the fiscal year. The report shall clearly compare Work Plan activities to actual achievements during the year with explanations for over/under achievement and recommendations to plan/manage future activities to achieve the overall SGG objectives.

7. Final Report: At the end of the contract the Contractor shall prepare a final project report. The final report will be drafted to allow for incremental improvements in the process, both generally within USAID and specifically with respect to this contract. The final report shall contain the following information:

Specific objectives of the program;

- I. Activities undertaken to achieve program objectives;
- II. Results achieved by objective, including life-of-program reporting according to the performance monitoring plan;
- III. Cost of efforts disaggregated by type;
- IV. Actions taken to leverage resources and to ensure the continuation and sustainability of program objectives and the effectiveness of these actions;
- V. Recommendations regarding unfinished work and/or program continuation;
- VI. Recommendations related to the contents of a post-construction project impact evaluation to be conducted some two to three years after MoM/NFPP and MoM/AGC project completion; and
- VII. Lessons learned over the course of the program and recommendations for other related programs.

B. Success Stories: The Contractor shall prepare periodic success stories and other outreach materials that can be

utilized by USAID

C. Branding Implementation Plan and Marking Plan: Within 30 days of base contract award the contractor shall submit a Branding Implementation Plan and a Marking Plan. The Branding Implementation Plan and the Marking Plan will comply with USAID Branding and Marking requirements per section D of this Task Order.

D. Performance Monitoring Plan:

The Contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports submitted to the COTR.

The Contractor shall complete the missing targets for all indicators and collect, from MoM/NFPP, MoM/AGC, and construction Contractors, and review all applicable indicator data, and submit them to USAID/Afghanistan on a bi-annual basis, in April and October. Data collected in April will cover the period from October 1 through March 31 (the first six months of a fiscal year); while data collected in October will cover the period from April 1 through September 30 (the second half of a fiscal year). The bi-annually updated monitoring and evaluation (M&E) plan will be part of the project's annual work plan. Also, analysis of updated M&E data will ensure that the M&E plan effectively captures and adequately measures the expected outputs, results, and impacts outlined in the work plan.

In addition the Contractor shall ensure that the results of the planned activities outlined in the approved work plans are reflected in the project's performance reports.

Table 1: Proposed PGI Indicators and Targets

Indicator (F='F' Standard Indicator)	Baseline	Target		
	FY2011	(Cumulative) FY2012	FY2013	FY2014
1) Number of people with access to modern and reliable energy	TBD	TBD	TBD	TBD
2) Public and private resources (as measured in dollars) leveraged by the USG for energy infrastructure projects.	TBD	TBD	TBD	TBD
3) Throughput capacity of Afghanistan's gas transmission system	TBD	TBD	TBD	TBD
4) Km of gas pipeline rehabilitated, replaced, or installed	0	0	89	114
5) Percent reduction in technical losses in gas transportation and	TBD	TBD	TBD	TBD
6) Annual volume of gas transited through new lines	0	TBD	TBD	TBD
7) Power produced from Natural Gas	12	12	48	248
8) Number of Afghanistan residents employed by construction companies				
a) Electricity Transmission Infrastructure:	TBD	TBD	TBD	TBD
b) Gas Transmission Infrastructure:	TBD	TBD	TBD	TBD
9) Amount of newly available energy (projected and actual: electricity & gas)	TBD	TBD	TBD	TBD
10) \$ invested in industry in Afghanistan as a result of additional availability of power and gas	TBD	TBD	TBD	TBD

END OF SECTION F

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

G.2 TECHNICAL DIRECTION

The Office of Infrastructure / Energy & Water shall provide technical oversight to the Contractor through the designated COTR. The Contracting Officer shall issue a letter appointing the COTR for the task order and provide a copy of the designation letter to the Contractor.

G.3 ACCEPTANCE AND APPROVAL

In order to receive payment, all deliverables must be accepted and approved by the COTR.

G.4 INVOICES

All vouchers must be sent electronically to: kabulaidevouchers@usaid.gov along with a hard copy clearly marked in bold "COPY" to any one of the addresses below:

U.S. Mailing Address:

USAID/Kabul, Afghanistan
Office of Financial Management – OFM
6180, Kabul Place
Dulles, VA 20189 – 6180

Courier Address:

USAID/Kabul
Financial Management Office - Kabul
US Embassy
AE 09806
DPO

END OF SECTION G

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 KEY PERSONNEL

A. The Contractor shall identify the following key personnel for the performance of this task order:

1. Chief of Party
2. Deputy Chief of Party/Shadow Chief of PMU
3. Deputy Chief of Party/Shadow Chief of AGC
4. Construction/Installation Manager
5. Contract/Procurement Specialist

B. The key personnel specified above are considered essential to the work to be performed under this task order. Prior to replacing any of the specified individuals, the Contractor shall notify in advance both the Contracting Officer and USAID Cognizant Technical Officer and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

C. USAID reserves the right to adjust the level of key personnel during the performance of this Task Order.

D. Minimum qualifications

Chief of Party (COP):

The COP shall have a least 15 years experience in finance in the gas power project development and building an independent gas utility. S/he must have a Bachelor's degree in engineering or a related energy field. Ten (10) years of developing country experience is required. The COP is required to have five years of experience of working in conflict/post-conflict environments, and possess senior-level independent power producer experience. An MBA in Finance is highly desirable.

Deputy Chief of Party/Shadow Chief of PMU (DC/SC- PMU):

The DC/SC- PMU must have at least 10 years experience at senior level working with private or government-owned gas utilities in managing development, procurement, implementation, as well as attracting and coordinating private sector investments in gas and electricity infrastructure in developing countries. The DC/SC must have at least 10 years of progressively responsible experience working on developing and implementing training activities and have strong experience in developing or implementing capacity-building and institutional strengthening programs. The DC/SC-PMU must have at minimum a BS degree in a field relevant to engineering, construction, or field relevant to the work required (justification must be provided), from an accredited college or university. S/he should have 5 years of development country experience. Conflict and/or post-conflict experience is highly desirable. The DC/SC-PMU will closely twin with the MoM nominated PMU Chief to train the PMU Chief on the job to facilitate the PMU Chief to independently lead and manage the PMU.

Deputy Chief of Party/Shadow Chief AGC (DC/SC AGC):

The DC/SC-AGC must have at least 10 years of experience at senior level working with private or government-owned energy, preferably natural gas, utilities in management of day-to-day operations, including technical, management, billing, collection, tariff setting, and customer service. S/he must have at least 5 years of experience in corporatizing/privatizing state-owned enterprises, specific experience working with energy, preferably natural gas, utilities in transition from public to private sector, and 5 years of development experience. Conflict and post-conflict experience working with energy utilities is highly desirable

Construction/Installation Manager (C/IM):

The C/I M shall have at least 15 years experience in construction, inspection and quality assurance in gas pipeline and gas-fired power plant construction. The C/I M must have at a minimum a BS degree in a field relevant to engineering or construction from an accredited college or university. 10 years of development country experience is required and conflict and/or post-conflict experience is highly desirable. The C/IM should have extensive experience and knowledge in concepts, principles and practices of construction and the specific challenges presented in developing countries.

Contract/Procurement Specialist (CPS):

The CPS must have: 15 years or more of progressively responsible work experience in managing/administering programs similar to that described in this Task Order, including 10 years experience in developing countries; substantial managerial and technical experience in energy issues in developing countries; familiarity with procurement laws and regulations; proven skills in the formation of solicitation documents, soliciting proposals (tendering), evaluation and negotiations, and award of contracts; and demonstrated contract management and coordinating skills. The CPS must have Bachelors in business, law or a related field. Oil and gas and power plant experience and five years development country experience is required. The CPS shall have a minimum of 5 years experience working with host-country contracting mechanisms, and a minimum of 5 years implementing contracts in accordance with FIDIC (www.fidic.org) standards. Conflict and/or post-conflict experience is highly desirable. Should such an individual with this requisite amount of experience not be identified, the Contractor may propose an additional Key Personnel position, dividing responsibilities required above between the two positions.

H.2 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultants shall have English and foreign language proficiency, as needed, to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the language capability required by the task order.

H.3 GENDER INTEGRATION

The lack of access to energy can be a significant factor in the marginalization of women. The Contractor will promote the full participation of women in SGG development.

The Contractor shall examine influences such as income, time constraints, literacy, education, language, and culture that limit women's access to facilities, training and employment in energy areas. Specific interventions in policy, access, and content are considered to ensure that the energy technologies and services meet the needs of gender and disadvantaged groups. Effective management takes account of the different knowledge, abilities, and approaches that men and women apply to the use and conservation of energy.

Sheberghan Gas Generation (SGG) Activity must address the needs and protect the rights of women and girls in Afghanistan. Therefore, USAID requires that the Contractor undertake efforts to prevent discrimination and violence against women and girls, provide economic and leadership opportunities, increase participation of women in the political process, improve security for women and girls, promote education, health and well-being, and other efforts designed to directly benefit women and girls. The Contractor shall integrate assistance to women into all aspects of development, planning, programming and implementation, as a part of this program. Such integration shall contribute to the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The Contractor shall establish the necessary implementation, management and reporting systems to separately track and report to USAID data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls. It is expected that the relevant indicators on female beneficiaries and impacts of activities on the needs of women and girls will vary by project.

H.4 CUSTOMER/COUNTERPART INVOLVEMENT

While USAID's role is key, the program will leverage and mobilize other significant associated donor investments related to the greater utilization of Sheberghan gas. These investments from the Ministry itself, U.S. Department of Defense (DoD), Overseas Private Investment Corporation (OPIC), the Asian Development Bank (ADB), the World Bank (WB), and German Development Bank KfW, will complement the USAID program through gas compression, sweetening (desulphurization), power transmission line construction, and power purchase guarantees for the IPP. These relationships are elaborated in the general framework below:

Northern Fertilizer and Power Plant

Project	Donor	Estimated Time Line
Gas Well Development	ADB	2011-2012
Gas Compression	MoM	2011-2012
Gas Sweetening Plant	ADB	2011-2012
Gas Pipeline	USAID	2011-2012
Power Plant Rehabilitation & NEPS Connection	USAID	2011-2012
Fertilizer Plant Overhaul	DoD	2011-2013
Mazar/Sheberghan Gas Distribution	ADB	2011-2013

Sheberghan 200MW Independent Power Plant

Project	Lead/Donor	Estimated Time Line
Power Purchase Guarantee Mechanisms	OPIC	2010-2011
Proving Gas Reserves	USAID	2011-2012
Gas Supply Well(s) for IPP	USAID	2012-2013
Gas Pipeline (Field to Sweetening Plant)	USAID	2012-2013
Gas Sweetening Plant	TBD	2013
Gas Pipeline (Sweetening Plant to IPP)	OPIC/Investor	2012-2013
200MW Sheberghan Power Plant	OPIC/Investor	2011-2013
Gas supply and pricing agreement	MoM/Investor	2012
Power Purchase Agreement	DABS/Investor	2012
Power Purchase Payment Guarantee	GIRoA/ADB/OPIC/WB	2012
220 kV Power Interconnect to Mazar-e-Sharif	ADB	2011-2013

H.5 VETTING

I. 4-14.001

Information for Non-US Contractors, subContractors, and key individuals.

- (a) The Contractor must complete and submit the "USAID Information Form" in appendix B of this contract for:
- i) Itself, if it is a non-U. S. entity;
 - ii) Each subContractor or subContractor of a subContractor, regardless of the tier, valued at \$150,000 or more, that is a non-U.S. entity; or
 - (iii) Each key individual that is a non-U.S. entity.
- (b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity" means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

- i) Once a year; or
- ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this contract, the Contractor certifies, to the best of its knowledge and belief that:

1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:

(a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : http://www.trcas.gov/offices/eotffc/ofac/sdn/tl_lsdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

(b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.11n.0rg/Docs/sc/committees/1267/1267ListHng.htm>.

(c) Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

(d) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

(a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification,

communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

(b) "Terrorist act" means-

- i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.iaj.org/English/Terrorism.asp>); or
- ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
- iii) Any other act intended to cause death or serious bodily injury) to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

(c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

(d) References in this Certification to the provision of material support and resources shall not be Deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(e) The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(b) By entering into this contract, the Offeror acknowledges that it has a continuing obligation and shall notify the Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a) of this clause.

(c) The certification in paragraph (a) of this provision and the requirement to update the Contracting Officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify the Contracting Officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

III. Restrictions on certain foreign purchases (June 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [http:// www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at [http:// www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)

H.6 SPECIAL AFGHANISTAN CLAUSE FOR DEPARTMENT OF DEFENSE (DOD) COMMON ACCESS CARD (CAC) (SEPTEMBER 2007)

DoD requires that background investigations be performed as a pre-requisite to the issuance of CACs to U.S. citizen and U.S. Legal Permanent Resident employees and consultants of Contractors/recipients working in Afghanistan. Accordingly, all USAID/Afghanistan Contractors/recipients requesting issuance of CACs must agree to be subjected to the investigation specified by the USG and have the results of the investigation favorably adjudicated by the USG prior to issuance of a CAC. USAID Contractors/recipients sponsored for CACs who voluntarily wish to participate must therefore complete and submit to the USG the following documentation: one copy of Standard Form 85, Security Questionnaire (completed electronically through the U.S. Office of Personnel Management's secure web-based portal); two sets of fingerprints via Form FD 258; and a Release of Information Authorization provided by the USG security office performing the investigation. (Note: Designation of the cognizant USG investigation office and any specific instructions for completing and routing of the completed security package will be provided by the cognizant USG investigating office to the Contractor/recipient immediately following CAC sponsorship.) The employee subject to the background investigation acknowledges that if a favorable adjudication of the results of the investigation conducted can not be concluded, a CAC will not be issued, and any CAC issued to that employee will be rescinded and returned, as directed by competent DoD or USAID authorities. At the conclusion of the award performance period or termination of employment, whichever occurs first, all Contractor/recipient employees issued CACs must return them to the designated USAID/ANE representative, unless directed otherwise by the Contracting/Agreement Officer. In the event of inconsistencies between this clause and later issued Agency or Government-wide CAC guidance or other Afghanistan related security policies, the most recently issued guidance or policies will take precedence, unless otherwise instructed by the Contracting/Agreement Officer. The Contractor/recipient is required to include this clause in any subawards that require a subContractor/subrecipient's employee(s) to obtain a CAC.

H.7 DATABASE REPORTING REQUIREMENTS

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track the location of project implementation, document the use of funds, and monitor development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementation partners, the Government of Afghanistan, and other donors. The reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

The Contractor shall provide a quarterly update of information on the activities under the Contract by entering this information into the USAID/Afghanistan management information system. The Contractor shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID/Afghanistan information system.

H.8 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98-21)

(a) The Contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

H.9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)

(a) **Before Contractor (or Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identify source document must be a valid Federal or state government-issued picture ID.**

(Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/Washington Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. The Contractor must physically present these two source documents for identity proofing at their USAID/Washington or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.

(b) The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures / policies, including any subsequent related USAID General Notices, Office of Security Directive and/or Automated Directives System (ADS) policy directive and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

(c) The Contractor is required to include this provision in any subcontracts that require the subContractor or subContractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.10 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of goods and services under this contract is 000.

H.11 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas unless otherwise specified in the task order.

H.12 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H. 13 LIFE SUPPORT AND SECURITY SERVICES

The Contractor shall be self supporting. The Contractor is required to provide all life support, communications, and transportation of material, personnel and equipment to work sites unless otherwise specified in the contract. In addition, the Contractor is responsible for maintaining the security of its personnel, materials and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

The Contractor must become familiar with and comply with relevant Chief of Mission and US Central Command policies, rules and requirements, as well as USAID requirements and applicable Afghan law.

The Contractor should register with and participate in appropriate regional security coordination activities, subject to the partner's assessment of their appropriateness for supporting their security activities.

H.14 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. (b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Non procurement Programs, as being ineligible for the award of contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subContractor and the compelling reason(s) for doing business with the subContractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H.15 USAID DISABILITY POLICY - (DEC 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html> .

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.16 PRESS RELATIONS

The Contractor shall coordinate all press inquiries and statements with the COTR and USAID's Bureau for Legislative and Public Affairs (LPA). Contractor shall seek approval from LPA before agreeing to or allowing staff to conduct interviews with the press. The Contractor shall not speak on behalf of USAID but will refer all requests for USAID information to the USAID press officer. Obtain additional guidance from the designated Contracting Officer's Technical Representative for this award. The LPA contact is:

Director, USAID Press Office
USAID/Washington
202-712-4320

H.17 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Contracting Officer as soon as it appears. See CIB 99-17:

http://www.usaid.gov/business/business_opportunities/cib/pdt/cib9917.pdf

H.18 REPORTING OF FOREIGN TAXES (July 2007)

(a) The Contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The report must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a Contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the Contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- (7) Report is required even if the Contractor did not pay any taxes during the report period.
- (8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

U.S. Mailing Address:
USAID/Kabul, Afghanistan
Office of Financial Management Office – OFM
6180, Kabul Place
Dulles, VA 20189 - 6180

Courier Address:
USAID/Afghanistan
Financial Management Office – Kabul
US Embassy

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.19 CONTRACTORS ACCOMPANYING THE FORCE

(a) General.

(1) Performance of this contract may require deployment of Contractor Personnel in areas of military operations. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment.

(2) For purposes of this clause, the term "Contractor Personnel" refers to the Contractor's officers and employees. Unless otherwise specified (e.g., subparagraph (b) of this clause), this term does not include personnel who permanently reside in the country where contract performance will take place.

(3) The Contractor shall ensure that Contractor Personnel working in an area of operations (AO, as defined in the Joint Publication 1-02, "DOD Dictionary of Military and Associated Terms") are familiar and comply with applicable: (i) Military Service and Department of Defense regulations, directives, instructions, general orders, policies, and procedures, in particular Army Regulation 715-9 and Field Manual 3-100.21; (ii) U.S., host country, local, and international laws and regulations; and (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) relating to safety, health, force protection, and operations under this contract.

(4) The Contractor shall ensure that this clause is included in all subcontracts.

(b) Compliance with Combatant Command Orders. The Contractor shall ensure that Contractor Personnel, regardless of residency status, working in the AO comply with all orders, directives, and instructions of the combatant command relating to non-interference in military operations, force protection, health, and safety. The Combatant Commander or his subordinate commanders, in conjunction with the Contracting Officer or the Contracting Officer's Representative, may direct the Contractor, at the Contractor's own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this provision. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(c) Contractor Personnel Administration.

(1) In order to maintain accountability of all deployed personnel in the AO, the Contractor shall follow instructions issued by Contracting Officer's designated representative to provide, and keep current, requested data on Contractor Personnel.

(2) The Contractor shall coordinate with the Contracting Officer's designated representative for logistics support, as follows: (i) upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO.

(3) Before deployment, the Contractor shall ensure that:

(i) All Contractor Personnel complete required emergency locator cards. One copy of the completed form shall be returned to the Government official specified by the Contracting Officer's designated representative; the other shall be hand-carried by the individual employee to the AO point of contact.

(ii) All required security and background checks are completed.

(iii) All medical screening and requirements are met.

(4) The Contractor shall ensure that Contractor Personnel have completed all pre-deployment requirements specified by the Contracting Officer's designated representative (including processing through the designated Continental United States (CONUS) Replacement Center unless another deployment processing method is specifically authorized), and the Contractor shall notify the Contracting Officer's designated representative that these actions have been accomplished.

(5) The Contractor shall have a plan for timely replacement of employees who are no longer available for deployment for any reason, including mobilization as members of the Reserve, injury, or death.

(d) Clothing and Equipment Issue.

To help distinguish them from combatants, Contractor Personnel shall not wear military clothing unless specifically authorized by a written Department of Army waiver. Contractor Personnel may wear specific items of clothing and equipment required for safety and security such as ballistic or NBC (Nuclear, Biological, Chemical) protective clothing.

(e) Vehicle and Equipment Operation.

(1) The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AO.

(2) Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by CPA or designated authority and shall be maintained in a safe operating condition.

(f) Passports, Visas and Customs. The Contractor is responsible for obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter and exit any AO.

H.20 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Task Order unless the use of Government facilities or personnel is specifically authorized in the Task Order or is authorized in advance, in writing, by the CO.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

H.21 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this Contract/agreement.

H.22 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference in Section I), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR's/TOCOTR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, unless otherwise authorized in the task order. The COTR's/TOCOTR's approval must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.23 FACILITIES USED FOR RELIGIOUS ACTIVITIES

Unless otherwise authorized in writing by the Contracting Officer, Contractor shall not use Contract funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

H.24 CONSENT TO SUBCONTRACT

No consent to subcontract has been granted at the time of award. The Contractor shall request the Contracting Officer's consent to subcontracts in accordance with FAR 52.244-2 Subcontracts.

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 REFERENCE ENERGY II IQC.

All Energy II IQC clauses are applicable to this Task Order.

I.2 CLAUSES INCORPORATED BY REFERENCE

The FAR clauses listed below are incorporated by reference into this Task Order with the same force and effect as if they were given in full text:

52.215-23 Limitations on Pass-Through Charges. (OCT 2009)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

I.3 FAR 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and

conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements.

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of

performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data.

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or

chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subContractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

I.4. USE OF SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTOR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)," the Contracting Officer hereby identifies the Synchronized Pre-deployment and Operational tracker (SPOT) as the required system to use for this task order in Afghanistan.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NOAA), P.L. 110-81, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on Contractors and Contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Afghanistan entities and nationals will be entered once a classified system is in place.

Accordingly, before the Contractor deploys personnel to Afghanistan, it must register them in SPOT. If individuals are already in Afghanistan at the time the Contractor employs them or at the time of contract award, the Contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Procedures for using SPOT are available at <http://www.bta.mil/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Technical Representative or the Contracting Officer.

This provision must be included in all sub-awards at any tier.

I.5 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008) (APPD 08-01)

(a) *Requirements for Voluntary Sterilization Program.* None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) *Prohibition on Abortion-Related Activities.*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The Contractor shall insert this provision in all subcontracts.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

END OF SECTION I

SECTION J – LIST OF DOCUMENTS, EXHIBITS and OTHER ATTACHMENTS

APPENDIX A: LIST OF ACRONYMS:

APPENDIX B: USAID INFORMATION FORM

END OF SECTION J

APPENDIX A – LIST OF ACRONYMS

ADB	Asian Development Bank
A&E	Architecture and Engineering
AGC	Afghan Gas Company
CO	Contract Officer
COTR	Contract Officer's Technical Representative
DABS	Da Afghanistan Breshna Sherkat
DoD	Department of Defense
GIRoA	Government of the Islamic Republic of Afghanistan
HCC	Host-Country Contracting
HR	Human Resources
IPP	Independent Power Producer
IT	Information Technology
LOE	Level of Effort
MEW	Ministry of Energy and Water
MoF	Ministry of Finance
MoM	Ministry of Mines
M&E	Monitoring and Evaluation
NEPS	North East Power System
NFPP	Northern Fertilizer and Power Plant
OIEE	Office of Infrastructure, Energy and Engineering
O&M	Operations and Maintenance
OPIC	Overseas Private Investment Corporation
PMP	Performance Monitoring Plan
PMU	Project Management Unit
QA/QC	Quality Assurance/Quality Control
SEPS	South East Power System
SGDP	Sheberghan Gas Development Program
SOW	Statement of Work
SPP	Sheberghan Power Plant
TO	Task Order
TOR	Terms of Reference
USAID	U.S. Agency for International Development
WB	World Bank

APPENDIX B-USAID INFORMATION FORM

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Subgrant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other		
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		b. JCCS Registration # (Optional)
c. Address:		
d. Telephone:	e. Fax:	f. Email:
g. Tribal affiliation or clan		
6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
Part II: Contractor/Grantee/Recipient Certification:		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		
Vetting request number		
Staff member who initiated request		
Project name		

Date submitted for screening	
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(Use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

E. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if “key individual”):**
Other names used (may include nicknames, pseudonyms not listed under “Name”):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father’s Name)
Email:		

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan. Please do not provide information for United States citizens or permanent legal residents of the United States.

Part I

Question 1 – Self-explanatory

Question 2- Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term

Question 3 – Enter the amount of award or assistance in U.S. dollars and indicate the start and end date of the program using a mm/dd/yyyy format

Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary

Question 5 a-g – Self-explanatory.

Attach a copy of the relevant Afghan business license.

Question 6 - “Key Individual” means (i) Any large shareholder: defined as owning 10% or more of an equity stake in the organization, whether publically or privately held; (ii) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders).

Complete for each of these four categories or indicate “N/A” if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each “key individual”.

Note: If a “Key Individual” is a U.S. Citizen or Permanent Residents no information is required.

Part II

Individual filling out form must read the Certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section is not for individual’s information and will be completed by the USG vetting official.