

ISLAMIC REPUBLIC OF AFGHANISTAN

MINISTRY OF MINES AND PETROLEUM



**TENDERS FOR (Nawar District, Ghazni Province) TRAVERTINE PROJECT**

**REQUEST FOR PROPOSAL<sup>1</sup>**

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*Note: This Request for Proposal document relates to the Project or Projects for which the Bidder has successfully qualified pursuant to qualification letters issued by the Ministry to Bidders. For the avoidance of doubt, Bidders are only eligible to submit Bids in relation to the Project or Projects for which they have successfully qualified pursuant to those letters.*

**PRIVATE AND CONFIDENTIAL**

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## DEFINITIONS

Unless the context otherwise requires, the following words and expressions used within this Request for Proposal shall have the following meanings:

<b>Afghanistan</b>	Means the Islamic Republic of Afghanistan.
<b>Applicable Law</b>	Means the laws and regulations of Afghanistan, including applicable international treaties, conventions, and bilateral investment treaties to which Afghanistan is a party, and shall for the avoidance of doubt include any consolidation or re-enactment, modification, amendment, extension or replacement of the same.
<b>Association</b>	Means a Bidder that is a consortium, joint venture, special purpose vehicle or other arrangement, and/or that is intending to use Significant Sub-Contractors.
<b>Association Member</b>	Means each member or sponsor of an Association, including for the avoidance of doubt any intended Significant Sub-Contractors.
<b>Base Date</b>	The date that is thirty (30) calendar days prior to the Bid Submission Deadline.
<b>Beneficial Ownership</b>	Means the natural persons who ultimately enjoy a share of ownership or control of an entity or Association, whether formally or informally and whether directly or indirectly, including by holding shares in a legal entity or as beneficiaries of a trust but shall be deemed not to extend to person who hold in a publicly listed company provided that the details of the listing have been identified to the Ministry;
<b>Bid</b>	Means the bid to be submitted by a Bidder to the Ministry in accordance with the terms of this RFP and received on or before the Bid Submission Deadline including, without limitation, the Bid Bond in accordance with paragraph 5.5(a) of this RFP and the Model Travertine Contract in accordance with paragraph 5.5(b) of this RFP.
<b>Bid Bond</b>	Is as detailed in paragraph 5.5(a) of this RFP.
<b>Bid Letter</b>	Means the letter to be submitted by the Bidder with its Bid confirming it agrees to be bound by the terms of this RFP and its Bid for the period set out in paragraph 6.2 of this RFP, in the form set out at Appendix 2 hereto.
<b>Bid Submission Deadline</b>	Means the time and date prior to which Bids must be received by the Ministry in accordance with the Bid Submission Timetable and the terms of this RFP.
<b>Bid Requirements</b>	Means the bid requirements set out in this RFP and in particular, those bid requirements set out at Appendix 6 to this RFP.

<b>Bid Submission Timetable</b>	The proposed tender timetable referred to in paragraph 3.1 of this RFP and as set out in Appendix 4 to this RFP.
<b>Bidder</b>	Means an entity or arrangement of entities (if acting in a consortium, joint venture or other arrangement) that has requested and received a copy of this RFP having qualified to submit a Bid following successful evaluation of the Pre-Qualification Questionnaire (“PQQ”) and which also intends to submit its Bid in accordance with the terms of this RFP.
<b>Change in Composition</b>	Means (i) in relation to a Bidder which is a single entity, the subsequent creation of an Association or the changing of a Bidder to an alternative entity; or (ii) in relation to a Bidder which is an Association, any addition, removal, replacement, change in role or responsibility or change in percentage participation of an Association Member, including any change from one to the other of a consortium, joint venture, special purpose vehicle or other arrangement.
<b>Commencement Date</b>	Means: (i) in respect of the Preferred Bidder the date specified in the notification to the Preferred Bidder of its selection as Preferred Bidder (or if no date is specified, such date as notified by the Ministry); or (ii) in respect of the Reserve Bidder the date of notification by the Ministry to the Reserve Bidder that it wishes to commence negotiations with the Reserve Bidder (if applicable); or (iii) in respect of any other Bidder the date of notification by the Ministry to the Bidder that it wishes to commence negotiations with the Bidder (if applicable).
<b>Data Room</b>	Means for the purposes of this RFP: the physical data room containing hard copies and soft copies of information provided by LSMU, which is located at the Ministry of Mines and Petroleum building in Kabul, Afghanistan.
<b>Due Diligence</b>	Means any activity which a Bidder carries out prior to search and to discover indications of the existence of quarry materials by studying the information observable from the surface, including by means of physical observation, remote or aerial sensing techniques or rock sampling without disturbing the land or the surface of land and without harming the environment.
<b>Evaluation Committee</b>	Means the committee to be appointed by the Ministry of Mines & Petroleum which will evaluate the Bids in accordance with the Evaluation Criteria.
<b>Evaluation Criteria</b>	Means the criteria upon which the Bids will be evaluated as detailed in paragraph 7.4 of this RFP.
<b>Extended Negotiation Period</b>	Means the additional period by which the Ministry, in its sole Discretion, may extend the Negotiation Period.
<b>Extractive Industry Transparency Initiative or EITI</b>	Means the Extractive Industry Transparency Initiative (“EITI”) Association and Secretariat which operates under Norwegian law as a non-profit organisation.

<b>First Extension Period</b>	Is as defined in paragraph 6.2 of this RFP.
<b>Further Extension Periods</b>	Are as defined in paragraph 6.2 of this RFP.
<b>Government</b>	Means the Government of Afghanistan, any ministry (including but not limited to the Ministry), department or subdivision thereof, and any entity wholly or partially controlled by any of them.
<b>High Economic Council</b>	Means the council headed by the President pursuant to the decree issued by the President on 14 April 2016.
<b>Information Request Deadline</b>	Means the time and date by which any information requests must be submitted to the Ministry as specified in the Bid Submission Timetable.
<b>License</b>	Has the meaning set out at paragraph 2.3 of this RFP.
<b>LSMU</b>	Means the Large Scale Mining Unit.
<b>Mineral Law</b>	Means the Mineral Law of 2014.
<b>Ministry</b>	Means the Ministry of Mines and Petroleum of Afghanistan.
<b>Ministry Website</b>	Means the Ministry website ( <a href="http://www.mom.gov.af">www.mom.gov.af</a> ).
<b>Model Travertine Contract</b>	Means the draft Travertine Contract which has been made available to Bidders with this RFP.
<b>Negotiation Period</b>	Means the period of 30 days immediately following the Commencement Date.
<b>Power</b>	Means an electricity supply that satisfies the Travertine production facility's electricity requirements.
<b>Preferred Bidder</b>	Means a Bidder with whom negotiations for the Travertine Contract may be entered into first.
<b>Pre-Qualification Questionnaire or PQQ</b>	Means the questionnaire completed by the Bidders to assess each Bidder's technical ability and financial standing to undertake the Project.
<b>Project</b>	Means the design, construction, financing, insurance, ownership, operation, maintenance and management of a Travertine production facility, the exploration, assessment and exploitation and transportation of quarry materials to be used for the final production of Travertine, the transformation of such raw travertine into market sale product in relation to (Nawar District, Ghazni Province) Travertine Project which the Bidder has successfully qualified for.

<b>Request for Proposal or RFP</b>	Means this document, and any documents accompanying it or to which it refers.
<b>Reserve Bidder</b>	Means the Bidder notified as such and with whom negotiations may take place should the Ministry not proceed with the Preferred Bidder.
<b>RFP Statement of Compliance</b>	Means the certificate by each Bidder to be submitted with the Bid and in the form set out at Appendix 1 hereto.
<b>Rules for the Conduct of Negotiations for the Travertine Contract</b>	Means the rules for the conduct of negotiations as set out in Appendix 5 of this RFP.
<b>Significant Sub-Contractor</b>	Means any sub-contractor appointed or to be appointed by the Bidder to undertake or perform a significant amount (whether as a percentage, by value or otherwise) of the Bidder's obligations under any of the Travertine Contract or any license or License to be granted in connection with the Projects.
<b>Site</b>	Means the location of the Travertine extraction facility.
<b>Travertine Contract</b>	Means the agreement referred to in paragraph 2.2.

In the event that this Definition section does not contain definitions of terms used in this RFP, then the definition as commonly used first in the international mining industry, and then as used in The Oxford English Dictionary, Second Edition (1989) ISBN: 0198611862 shall apply.

Save where expressed to be "business days" all references to "days" in this RFP shall mean calendar days.

References to "including" in this RFP mean "including, but not limited to" (with related words being construed accordingly) and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

References to "Travertine" in this RFP mean "Travertine" as defined in the Model Travertine Contract.

## 1. INTRODUCTION

### 1.1 Background and objective of the tender

The Ministry has identified a number of opportunities for private sector investment to help fulfil the needs of Afghanistan's increasing demand for Travertine. The Ministry is therefore looking for private sector investors to design, construct and operate new Travertine extraction facilities in (Ghazni) Province. The Project includes:

- The exploration and the exploitation and transportation of quarry material located within a specified quarrying area to the processing plant;
- The design, construction, financing, insurance, ownership, operation, maintenance and management of a new Travertine production facility on the Site;
- Extraction of Travertine at the Travertine production facility;
- The supply of Power to the Travertine production facility;
- The sale of the Travertine produced at the Travertine extraction facility; and
- The payment of royalties.

In accordance with Applicable Law, the Ministry is implementing a transparent, standards-based, competitive tender process which will result in the selection of the best qualified bidder for the Project.

The Project will demand that the successful Bidder possesses, demonstrates and dedicates to the Project qualified management personnel and resources, adherence to principles of sustainability, conformity with the laws of Afghanistan and compliance with the EITI requirements. The Bidder should demonstrate that it is committed to working with the Government to make the Project a source of regional economic growth.

To that end, the Ministry suggests that the following points be seriously considered by the Bidders in preparing their Bids:

- A clear commitment to achieve the commercial operation of the new Travertine production facility as quickly as possible, coupled with the technical and financial capability to do so;
- The provision of employment for the local population with a particular focus on the education and training of those hired locally.

### 1.2 Overview of this RFP

This RFP defines the bidding requirements, submission procedures and evaluation criteria for the Project. It should be read in conjunction with all associated documents and information that have been or will be made available to Bidders including any documents/information made available to the Bidders:

- With this RFP;
- On the Ministry Website; and
- In the Data Room.



This RFP relates to the Project which the Bidder has qualified pursuant to qualification letters issued by the Ministry to Bidders. For the avoidance of doubt, Bidders are only eligible to submit Bids in relation to the Project which they have successfully qualified pursuant to those letters.

The original of this RFP is drafted in English. If this RFP is translated into any other language, the English language text shall prevail.

It is important that Bidders provide all the information requested by this RFP in the format specified. All responses should be unambiguous and, unless otherwise specified, include detailed information.

Bidders must read this RFP carefully before completing the Bid. Failure to comply with the requirements for completion and submission of the Bid may, at the Ministry's sole and absolute discretion, result in the rejection of the Bid or the Bidder receiving a lower score during Bid evaluation.

Bidders are required to submit a sealed envelope for their Bid addressing the requirements of this RFP in its entirety.

Bidders should note that the Ministry may take into account information already provided to the Ministry by the Bidders, whether as part of the PQQ or otherwise, that addresses a specific requirement in evaluating Bids, or information which is generally available in the public domain relating to the Bidder and which the Ministry believes may impact on the Bidder's suitability to undertake the Project. Notwithstanding this, to the extent that this RFP requires information already provided by the Bidder in the PQQ and which the Bidder wishes to be taken into account in the evaluation of the Bid, the Bidder must restate such information or proposals in its Bid (and not simply refer back to the PQQ).

### 1.3 **Qualification**

Bidders were notified of successful qualification following evaluation of the PQQs. Bidders should note that evaluation was undertaken on the basis of answers provided in the PQQ (and any clarifications sought in relation to the PQQ) and any further enquiries and investigations by the Ministry. The Bidder's attention is drawn to paragraph 5.4 of this RFP as to any Change in Composition following submission of the PQQ. Any Change in Composition may result in the Bidder's Bid not meeting the required technical or financial standing for the Project.

Bidders should also note that successful qualification does not, in itself, mean that the Bidder shall automatically meet the Ministry's requirements for financial standing and technical ability for the Project at the Bid evaluation stage.

## 2. **THE PROJECT**

### 2.1 **Project details**

Further details about the Project can be found online at the Ministry Website and in the Data Room.

### 2.2 **Travertine Contract**

The successful Bidder will be required to enter into the Travertine Contract.

The Ministry intends that the Travertine Contract shall be substantially in the form of the Model Travertine Contract, a copy of which has been provided to Bidders along with this RFP.

Bidders are required to make any comments and to suggest any amendments that they require to the Model Travertine Contract as part of the Bid. Such comments and suggested amendments shall be in the form of a comprehensive electronic mark-up to the Model Travertine Contract in Microsoft Word format, with associated explanatory notes. Such comments and suggested amendments shall include those comments and amendments required to ensure that the Model Travertine Contract reflects the terms of the Bid. The comprehensive mark-up to the Model Travertine Contract shall be evaluated as part of the Bid evaluation process. Bidders acknowledge and agree that the Travertine Contract that may be awarded to the successful Bidder will need to reflect the terms of the successful Bidder's Bid. However, for the avoidance of doubt, the Ministry gives no assurance or undertaking that any proposed amendments that Bidders require to the Model Travertine Contract or comments Bidders make regarding the Model Travertine Contract will be accepted by the Ministry.

All Bidders shall be required to confirm with their Bid agreement to the terms of the Travertine Model Contract, save only in respect of those terms commented upon and amended in the mark-up to the Travertine Model Contract submitted as part of the Bid. Bidders shall not be entitled to raise any comments or amendments to the Travertine Model Contract after the Bid Submission Deadline, save in respect of those which are expressly identified in the mark up to the Travertine Model Contract submitted as part of the Bid. Subject to the foregoing, the Preferred Bidder (or subsequently the Reserve Bidder, or subsequently any other Bidder as the case may be) will then be required to enter into negotiations with the Ministry in accordance with the Rules for the Conduct of Negotiations for the Travertine Contract set out in Appendix 5 in order to agree and enter into the final form of the Travertine Contract prior to the expiry of the Negotiation Period (or Extended Negotiation Period as the case may be), as further defined in the Rules for the Conduct of Negotiations for the Travertine Contract.

Clarifications or information requests in relation to the Model Travertine Contract must be submitted prior to the Information Request Deadline in accordance with paragraph 3.2 of this RFP. However, such clarifications or information requests shall not contain requests to amend the terms of the Travertine Model Contract; such requests need to be made as part of the mark-up to the Travertine Model Contract submitted as part of the Bid.

For the avoidance of any doubt, the Ministry may in its sole and absolute discretion make amendments to the Travertine Model Contract. Such amendments made prior to the Bid Submission Deadline will be issued as addenda to this RFP and communicated in writing to all Bidders simultaneously.

### **2.3 Licenses**

The successful Bidder will be issued with the following Licenses following the conclusion of the tender process and the execution of the Travertine Contract and in accordance with Applicable Law, including the Mineral Law, and the terms of the Travertine Contract:

- (i) Exploration License; and
- (ii) Exploitation License;

### **2.4 Applicable laws**

The Applicable Law, including the Mineral Law, provide the framework for the regulation of the mineral rights (which includes the holding of Licenses) being offered through this tender process. Other laws, including tax, customs and environmental laws, will also be applicable to

the mineral rights and tender process. Therefore, all Bidders should review the Applicable Law when compiling their respective Bids. Certain of these laws are contained in the LSMU Data Room. However, Bidders should refer to official versions of the laws which are published in the Official Gazette of Afghanistan.

Pursuant to a recent 2018 amendment to the mineral law of Afghanistan, particularly pursuant to paragraphs 9 and 10 of article 74 of the amended mineral law, a bidding process initiated prior to but not completed prior to the commencement of the amended mineral law shall be conducted in accordance with the mineral law which was applicable to that bidding process prior to the commencement of the amended law. As a result, the applicable Mineral Law for the purpose of this project shall be the Mineral Law 2014 published in official gazette 1143 dated 16th August 2014.

## **2.5 Data Room**

Information to accompany this RFP is available in the LSMU Data Room. Bidders are strongly encouraged to consider all information contained in the LSMU Data Room.

The Ministry is providing the information, documents, and other data contained in the Data Room solely for the convenience of and assistance to the Bidders and all information, documents and other data are provided by the LSMU subject to the confidentiality provisions in paragraph 10.2 of this RFP and the disclaimer in paragraph 10.1 of this RFP.

## **3. BID PROCESS AND TIMETABLE**

### **3.1 Bid Submission Timetable**

The proposed Bid Submission Timetable for each of the Projects is shown in Appendix 4 of this RFP. The Bid Submission Timetable sets out the proposed key stages of the tender process and proposed timing. This is intended as a guide and changes may be made to the timetable by the Ministry at any stage in its sole and absolute discretion, if the Ministry considers such changes to be necessary. Any and all changes will be communicated in writing to all Bidders simultaneously.

### **3.2 Bidders' information requests and clarifications**

Bidders may wish to raise clarifications or request further information concerning this RFP.

All clarification and information requests concerning this RFP shall be written in English and either Dari or Pashto and sent to the Ministry by e-mail to the LSMU (lmsc@momp.gov.af).

Such clarification and information requests may be submitted at any stage up to the Information Request Deadline.

Bidders should not contact any person within, or associated with, the Ministry, its advisers or the Government, in connection with any requests for additional information or clarifications relating to this RFP, except by e-mail for clarification and information requests, as provided above.

Bidders should seek their own advice, whether legal, technical, financial or otherwise in relation to any clarification or information requests and any answers provided. Any answers, clarifications or information provided are subject to the confidentiality provisions in paragraph 10.2 of this RFP and the disclaimer in paragraph 10.1 of this RFP.

### 3.3 **Ministry clarifications and amendments**

The Ministry may, in its sole and absolute discretion, issue to the Bidders at any time clarifications or amendments to any information or documents including any information contained in this RFP or the terms of this RFP. Any clarifications or amendments will be distributed to all Bidders simultaneously.

### 3.4 **Bidder meeting**

It is anticipated that all Bidders will be invited to a bidder meeting which will include a presentation given by the Ministry and a question and answer session with the Ministry.

### 3.5 **Site visits**

Bidders may undertake site visits to potential Exploration Areas and potential locations for their Travertine production facility in order to assist with their Due Diligence. Bidders may contact the Ministry via the LSMU in relation to such site visits and the Ministry will use reasonable endeavours to assist the Bidder with access to such sites.

The Ministry is under no obligation to pay for site visits, reimburse Bidders' costs of undertaking site visits or provide transportation, security or other assistance or resource for such site visits. Bidders should note that they undertake site visits at their own risk and the Ministry shall not be responsible or liable for any aspect of Bidders' site visits.

For the avoidance of doubt, the Bidder shall not be entitled to undertake any site visits after the earlier of:

- (i) The submission of its Bid prior to the Bid Submission Deadline; and
- (ii) The Bid Submission Deadline.

### 3.6 **Selection of Preferred Bidder and Reserve Bidder**

The Preferred Bidder and Reserve Bidder will be selected in accordance with the Bid evaluation process set out in paragraph 7 of this RFP.

## 4. **BIDDER REQUIREMENTS**

### 4.1 **Bidder eligibility to hold mineral rights**

Bidders' attention is drawn to the following requirements for the holding of mineral rights in Afghanistan (which includes the holding of Licenses).

The following persons or entities **are** eligible to hold mineral rights pursuant to Applicable Law:

- (a) Any Afghan natural person who has attained the age of (18) years and has obtained an investment license.
- (b) Any Afghan legal person established in accordance with the applicable laws of Afghanistan who has obtained an investment license.
- (c) Any foreign legal person organized under the applicable Laws of the country of its citizenship that has obtained an investment License in Afghanistan in accordance with the applicable Law.

- (d) Any person who demonstrates the capability of providing capital, machinery, equipment and the expertise required for the implementation of the License terms and conditions.
- (e) The company shall be responsible for providing detail information to the Ministry regarding their Beneficial Owners.

Bidders must comply with the requirements of Applicable Law in this regard.

#### 4.2 Bidder ineligibility to obtain mineral rights

Bidders' attention is drawn to the following restrictions on holding mineral rights in Afghanistan (which includes restrictions on the holding of Licenses).

The following persons or entities are not eligible to obtain mineral rights pursuant to Applicable Law:

- (a) The President, Vice-Presidents, Ministers, Chief Justice and members of Supreme Court, Attorney General, members of the National Assembly, Heads and members of the Independent Government Commissions, Governor of the Central Bank and General Director of National Directorate of Security, Provincial Governors, Mayors, and General Directors of the Government Independent Agencies, advisors, experts and Deputy Ministers of the Ministry of Mines and Petroleum and their relatives up to the second degree of consanguinity or by marriage.
- (b) Judges, Prosecutors, Members of Provincial and District Councils, any Employee of the Ministry of Defence or Ministry of Interior Affairs or of the General Directorate of National Security, advisors, as well as experts and staff of the High Economic Council;
- (c) Any person who has been declared bankrupt and who continues to be bankrupt under the laws of Afghanistan;
- (d) Any person whose License has been prematurely revoked, based on Justifiable reasons, by the Ministry of Mines and Petroleum prior to the expiry of the License term.;
- (e) Companies in which the listed figures in Article (151) of the Constitution of Afghanistan, have obtained direct or indirect benefits;
- (f) A natural person who has been convicted [by a competent court of jurisdiction] to more than ten (10) years in prison or has been convicted of administrative corruption [who has covered his or her prison term] but not yet restored his or her prestige;
- (g) Any legal person which is under a liquidation process, unless the liquidation is for the restructuring of such legal person;
- (h) Any legal person that is subject to an order of dissolution issued by a competent court of jurisdiction;
- (i) Any legal person in which one or more of its major shareholders, member of executive board or member of its board of directors would be legally disqualified.
- (j) Where one or more major shareholders of a legal person has been convicted of violation of the provisions of this Law; and/or

- (k) Any major shareholder of a legal person or a member of its executive board, is an existing employee of the Ministry of Mines and Petroleum.

Bidders must comply with the requirements of Applicable Law in regard to such eligibility.

#### **4.3 Registration and establishment in Afghanistan**

Bidders should note that any company doing business in Afghanistan must obtain a business licence through the Ministry of Commerce and Industry ("MoCI") and an environmental permit required to be issued by the National Environmental Protection Agency ("NEPA");

In addition, it is a requirement of Applicable Law that all non-Afghan entities shall be obliged to establish and maintain a permanent representative office in Afghanistan or to appoint and maintain an authorized agent resident in Afghanistan in order to obtain a mineral right and present information to the relevant authorities.

For the purposes of the foregoing, it will be a requirement that the successful Bidder has obtained a business licence and complies with Applicable Law (and has provided formal evidence of having done so) prior to entering into the Travertine Contract and prior to being awarded any License for the Project.

#### **4.4 Restriction on the number of Licenses**

Bidders should be aware that the Applicable Law contain a restriction on the number of Licenses a person, can hold at any one time to ten (10) Exploration Licenses and ten (5) Exploitation Licenses.

#### **4.5 Investigation of bidders**

The Ministry may investigate the qualifications of any Bidder. The Ministry may in its sole and absolute discretion require confirmation of any information submitted by a Bidder or may require additional information or documentation from any Bidder.

The Ministry reserves the right to request Bidders to attend meetings in order to provide such additional information or documentation or to confirm information already submitted. However, the Ministry envisages that such requests will ordinarily be made via email communication. Responses to such requests shall be submitted by Bidders within the time period set out in the request or if no time period is set out within 5 days of receipt of the request and shall be submitted via email to [lsmc@momp.gov.af](mailto:lsmc@momp.gov.af)

Bidders must ensure that all information submitted with the Bid or in response to an information or confirmation request is true and accurate. A Bidder shall be disqualified and its Bid rejected if it intentionally submits false information or intentionally omits information concerning its eligibility and qualifications. If a Bidder, through no fault of its own, submits information concerning its eligibility and qualifications that is inaccurate or incomplete, and fails to correct such deficiencies promptly upon the request of the Ministry, then the Ministry may in its sole and absolute discretion, disqualify the Bidder and/or reject the Bid.

#### **4.6 Changes in Composition**

Where a Bidder wishes to propose any Change in Composition the Bidder shall promptly provide the Ministry with complete details of such proposed Change in Composition and shall seek the consent of the Ministry prior to effecting such Change in Composition. The

information to be provided in respect of any proposed Change in Composition shall, unless otherwise specified by the Ministry, be as required to be provided for in the PQQ. After giving effect to the proposed Change in Composition, the Bidder shall still meet or exceed the Ministry's requirements for pre-qualification.

Notwithstanding the contents of this paragraph 4.6 of this RFP, the Ministry reserves the right, in its sole and absolute discretion, to reject any Change in Composition at any time. The Ministry reserves the right, in its sole and absolute discretion, to disqualify a Bidder if the Bidder makes a Change in Composition without the Ministry's prior written consent.

## **5. BID REQUIREMENTS**

### **5.1 Composition of Bid**

Bidders are required to submit, in accordance with the requirements of paragraph 6.1 of this RFP, the following by the Bid Submission Deadline:

- (a) Bid Letter;
- (b) The Bid;
- (c) RFP Statement of Compliance; and
- (d) Any documents referred to in the Bid Letter and the Bid.

Further details on each of the above are set out in the following paragraphs of this RFP.

**The Bid and all information that accompanies the Bid must be in English and either Dari or Pashto.**

### **5.2 Bid Letter**

Bidders must submit with their Bid a completed and signed Bid Letter which confirms the Bidder's commitment to be bound by the terms of the RFP and its Bid for the period stated in paragraph 6.2 of this RFP. Appendix 2 to this RFP provides the form of Bid Letter to be submitted.

### **5.3 The Bid**

This section of the RFP sets out the Ministry's requirements relating to content of the Bid for the Project.

#### **Executive summary**

Bidders must provide an executive summary of the Bid. The executive summary should provide the Ministry with a clear, concise and complete summary of the Bid.

The executive summary:

- Must be no more than five A4 pages;
- Must be in English and either Dari or Pashto; and

- Must only contain information drawn from other areas of the Bid and must not contain any new material.

The executive summary will be scrutinized for consistency with the Bid and clarification will be sought if required.

## **The Bid Requirements**

The Bidder must provide the information and documentation set out in Appendix 6 as part of its Bid. Bidders will note that the information is split into four main categories: (i) general requirements (Part 1 of Appendix 6); (ii) exploration and exploitation (Part 2 of Appendix 6); (iii) processing (Part 3 of Appendix 6); and (iv) design, build and operation (Part 4 of Appendix 6). Bidders should ensure that their Bid is similarly split into the same four main categories and that the information and documentation provided in the Bid follows the same order as the information and documentation set out in Appendix 6. In relation to Part 1B of Appendix 6 (generally applicable Bid Requirements) Bidders must clearly identify their responses to each of these Bid Requirements and must demonstrate that their Bid is responsive to each of these Bid Requirements during the exploration and exploitation, processing (cut & polish), build and operation stages.

Bidders should note in particular that:

- (a) They will be required to conduct their own Due Diligence and review the materials within the Data Room before the Bid Submission Deadline in order to select, subject to paragraph 4.4, potential Exploration Areas within their Bid. When making such selection Bidders should have particular regard to:
  - (i) The feasibility of the potential Exploration Areas from a geographical, geological, financial and technical perspective, as well as in relation to the Bidder's Bid as a whole; and
  - (ii) The Ministry's discretion to accept or reject the Bidder's choice of potential Exploration Areas when evaluating Bids. The Ministry has full discretion to accept or reject Bidders' proposed Exploration Areas. Therefore, it is strongly recommended that Bidders use the LSMU [email address \(lsmc@momp.gov.af\)](mailto:lsmc@momp.gov.af) to give notice to the Ministry of the potential Exploration Areas they intend to select in advance of submitting their Bids. In the event the Bidders require guidance from the Ministry as to the potential Exploration Areas they propose to select Bidders may use the LSMU [email address \(lsmc@momp.gov.af\)](mailto:lsmc@momp.gov.af) to request such guidance from the Ministry.

For the avoidance of doubt, Bidders are not permitted to undertake:

- (i) Any exploration activities (including but not limited to drilling, pitting and trenching) as part of their Due Diligence; and
- (ii) Any Due Diligence after earlier of the: (i) submission of its Bid prior to the Bid Submission Deadline; and (ii) the Bid Submission Deadline.



- (b) Bidders are required as part of their Bids to propose a Site. In the event the Bidders require guidance from the Ministry as to the Site they propose to select Bidders may use the LSMU [email address \(ismc@momp.gov.af\)](mailto:ismc@momp.gov.af) to request such guidance from the Ministry;
- (c) Bidders shall be required to design and build high quality Travertine production facilities in order to meet the requirements of the International Market with a maximum production capacity in accordance with feasibility study.

#### 5.4 RFP Statement of Compliance

As part of the Bid, each Bidder must complete and submit an RFP Statement of Compliance in the form appended hereto at Appendix 1 with the completed Bid in order to certify, amongst other things, compliance with the requirements of this RFP and to certify that any statement made by such Bidder in its PQQ remains true and accurate in all material respects, unless otherwise stated in such RFP Statement of Compliance.

If a Bidder's statement or qualifications materially change at any stage in the tender process after submission of the PQQ, including after submission of its Bid and including as a result of a Change in Composition in accordance with paragraph 4.7 of this RFP, that Bidder must promptly notify the Ministry of any and all such changes. Such changes must also be detailed and explained in full in the RFP Statement of Compliance, if they occur before the submission of such statement.

#### 5.5 Additional Bid requirements

##### (a) Bid Bond and Bid Bond verification

This section of the Bid requirements sets out the Ministry's requirements in relation to tender security for the Project.

##### (i) Bidders must provide:

##### (A) A Bid Bond as part of the Bid.

The Bid Bond shall be:

- i. In an amount equal to one hundred thousand US Dollars (USD \$100,000) for the Project;
- ii. In the form and terms of the template Bid Bond set out in Appendix 3 to this RFP, subject to any amendments requested and agreed to by the Ministry pursuant to clause 5.5 (a)(ii) below; and
- iii. From a bank or financial institution which is:
  - (A) Incorporated in Afghanistan or which has an Afghan branch;
  - (B) Subject to the jurisdiction of, and regulated by, the Government (including the Da Afghanistan Bank ("**DAB**")); and
  - (C) Acceptable to the Ministry and the DAB.

##### (B) Verification of their Bid Bond.

The Bid Bond verification shall comprise a copy of the banks or financial institution's banking licence from the DAB bearing the stamp of that organisation.

- (ii) Bidders are required to provide a draft of the completed Bid Bond and Bid Bond verification by email with all details completed and details of the bank or financial institution which will provide the bond to the Ministry for approval prior to the Base Date. To the extent the Bidder wishes to request amendments to the form and terms of the template Bid Bond set out in Appendix 3 to this RFP, it shall request those amendments when submitting the draft of the completed Bid Bond for approval. The Ministry is under no obligation to agree to any amendments;
- (iii) Bidders shall ensure that the Bid Bond submitted as part of the Bid by the Bid Submission Deadline is in the required form, from the approved bank or financial institution, fully executed and completed and in full force and effect without further condition or action required either on the part of the Bidder, the bank or financial institution providing the Bid Bond or the Ministry;
- (iv) In the event that a Bid is received after the Bid Submission Deadline, the Bid Bond shall be returned to the Bidder with the unopened Bid in accordance with paragraph 6.1 of this RFP;
- (v) In the event that the Ministry requires Bidders (or a Bidder as the case may be) to extend the validity of their Bid:
  - (A) for the First Extension Period pursuant to paragraph 6.2 of this RFP, then the Bidders shall, no later than ten (10) days prior to the expiry date of the Bid Bond, extend the validity of the Bid Bond for the duration of the First Extension Period and provide written evidence thereof to the Ministry (and the Bid Bond shall provide for this extension);
  - (B) for the Further Extension Period pursuant to paragraph 6.2 of this RFP, then Bidders shall, no later than ten (10) days prior to the expiry date of the Bid Bond (as extended for the First Extension Period), extend the validity of their Bid Bonds for a further period, as determined by the Ministry, from the expiry of the First Extension Period and provide written evidence thereof to the Ministry (and the Bid Bond shall provide for this extension);

Bidders may also be required to provide further Bid Bond verification when extending their Bid Bonds, in the form required by paragraph 5.5 (a)(i) (B) of this RFP.

- (vi) Provided that no call for payment has been made on the Bid Bond, the Bid Bond will be returned to the Bidder within fifteen (15) business days of the completion of the tender process. For the avoidance of any doubt, the tender process shall be deemed to be complete upon the earlier of the full execution of all the Travertine Contract by the Ministry and the successful Bidder or the expiry date of the Bid Bond as set out in paragraph 5.5(a)(v) of this RFP;
- (vii) Without prejudice to the terms of the Bid Bond, the Ministry may in its sole and absolute discretion elect to call for payment under the Bid Bond in circumstances that include, but are not limited to, the following:

- (A) If the Bidder has intentionally submitted with the Bid false information concerning its eligibility and qualifications; or
- (B) If the Bidder fails to promptly correct inaccurate or incomplete information upon the request of the Ministry; or
- (C) If the Bidder makes a Change in Composition without the Ministry's prior written consent at any time after the Bid Submission Deadline; or
- (D) If the Bidder unilaterally withdraws its Bid after the Bid Submission Deadline and before the expiry of its period of validity as referred to in paragraph 6.2 of this RFP; or
- (E) If the Bidder fails to extend the validity of the Bid Bond and provide written evidence thereof to the Ministry in accordance with paragraph 5.5(a)(v) of this RFP; or
- (F) If the Bidder fails to comply with the Rules for the Conduct of Negotiations for the Travertine Contract and thereby prevents the granting of any of the Travertine Contract to the Bidder; or
- (G) If the Bidder terminates negotiations in respect of any of the Travertine Contract except such termination: (i) "for cause" as defined in paragraph 8 of the Rules for the Conduct of Negotiations for the Travertine Contract; or (ii) "by mutual agreement" as defined in paragraph 9 of the Rules for the Conduct of Negotiations for the Travertine Contract; or
- (H) If the Ministry terminates negotiations in respect of the Travertine Contract "for cause" as defined in paragraph 8 of the Rules for the Conduct of Negotiations for the Travertine Contract; or
- (I) If, in the Ministry's reasonable opinion, the Bidder has breached the terms of paragraph 10.4 and/or 10.5 of this RFP.

(b) **Model Travertine Contract including the performance bond**

As part of the Bid, each Bidder must provide the Bidder's comments and suggested amendments that are required to the Travertine Model Contract in the form of a mark-up to the Model Contract with associated explanatory notes.

Successful Bidders shall be required to provide a performance bond in the following amounts:

- (i) Ten per cent (10%) of the total amount of capital expenditure for the Project from the date the Travertine Model Contract comes into effect to the Date of Commencement of Commercial Production; and
- (ii) Two per cent (2%) of the total amount of capital expenditure for the Project from the Date of Commencement of Commercial Production to the end of the Term.

Further details on the performance bond, including its form and timing of provision are set out in the Travertine Model Contract.

To the extent Bidders require any amendment to the form of performance bond set out in the Travertine Model Contracts or the terms upon which it is to be provided they will need to make comment and amend the form of performance bond as part of the mark-up to the Travertine Model Contract.

## 6. BID SUBMISSION

All Bids must be submitted in accordance with the following procedures.

The Bid and all information that accompanies the Bid must be in English and either Dari or Pashto.

### 6.1 Delivery requirements and media

In the manner specified below, Bidders must submit:

- (a) one original, signed hard copy of:
  - (i) The Bid Letter; and
  - (ii) the RFP Statement of Compliance; and
  - (iii) the Bid;
- (b) two additional hard copies of each of the Bid Letter, RFP Statement of Compliance and the Bid; and
- (c) An electronic copy of each of the Bid Letter, RFP Statement of Compliance and the Bid on electronic flash drive or CD ROM.

It is the Bidder's responsibility to ensure that all copies of the documents noted above are identical to the original. If there are discrepancies between the original hard copy, the two additional hard copies and/or the electronic copy of the Bid, the original hard copy will take precedence.

An authorised representative from the Bidder must initial each page of the Bid.

Bidders should not include any extraneous information that has not been specifically requested in this RFP including, for example, sales literature or Bidders' standard terms and conditions.

The original signed hard copy and additional hard copies of the Bid shall be placed in a sealed envelope marked "the Bid". The envelope, the Bid Letter, the RFP Statement of Compliance and the electronic flash drive or CD ROM of the Bid referred to paragraph 6.1(c) above shall be placed into an outer sealed envelope bearing the Bidder's name and contact information, submission address, and clearly marked "**Bid - Do Not Open except in the Presence of the Evaluation Committee.**" This envelope must be delivered to the LSMU at the following address:

**LSMU**  
Ministry of Mines and Petroleum  
Charayi Abdulhaq (Abdulhaq circle)  
Kabul  
Afghanistan

The outer sealed envelope and its required contents must be received at the above address no later than **12:00 noon (Kabul Local Time) on the Bid Submission Deadline**. The Ministry may at its sole and absolute discretion extend the Bid Submission Deadline and the time for receipt of Bids at any point during the tender process and all Bidders will be notified in writing of any such extension simultaneously. **It is the Bidder's responsibility to make sure it has allowed sufficient time for the Bids to arrive at the above address before the Bid Submission Deadline (taking into account likely courier/delivery times).**

All Bidders should send an email confirmation of submission of a Bid and the date of submission, as well as any courier tracking number to the LSMU at the email address [lsmc@momp.gov.af](mailto:lsmc@momp.gov.af), along with an electronic copy of the Bid Letter, RFP Statement of Compliance and the Bid.

Bids will be formally logged upon receipt in accordance with the Ministry's tender/procurement procedures.

**Any Bid received after the Bid Submission Deadline shall be rejected and returned unopened to the Bidder.** Bids that are received before this deadline will be retained in a secure environment, unopened, until the Bid opening date.

The Ministry does not accept any responsibility for the premature opening or mishandling of any Bids that are not submitted in accordance with these instructions.

**On submission of the Bid in accordance with the above, an electronic copy of each of the Bid Letter, RFP Statement of Compliance and the Bid must also be delivered to ( )<sup>2</sup>**

**If the electronic copy of the Bid which is to be sent to [lsmc@momp.gov.af](mailto:lsmc@momp.gov.af)**

Does not arrive at the above address by the Bid Submission Deadline or within a reasonable period of time thereafter, the Ministry may reject the Bidder's Bid.

## 6.2 Validity of Bid

All Bids shall be legal and binding offers and shall **remain valid for 120 days** from the Bid Submission Deadline and be capable of being extended in accordance with this paragraph 6.2 of this RFP.

If the Ministry, in its sole and absolute discretion, determines that it cannot grant the Travertine Contract to the Preferred Bidder or Reserve Bidder within 120 days from the Bid Submission Deadline, the Ministry may require that the Bidders extend the validity of their Bid for any additional period or periods (the "**First Extension Period**"). In addition, the First Extension Period may be further extended thereafter by such periods as the Ministry may determine, until a Travertine Contract has been granted for the Project (the "**Further Extension Periods**").

Once extended, a Bid shall remain valid for the First Extension Period and Second Extension period, as the case may be. By submitting a Bid, Bidders agree that the validity of the Bids shall be as provided for in this paragraph 6.2 of this RFP. Notwithstanding the foregoing, the Ministry may in its sole and absolute discretion agree with the Bidders to further extend the validity of their Bids (and any extension to the validity of the Bid Bond).

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<sup>2</sup> Insert the email address of the Law Firm that is supposed to support the Ministry with respect to negotiations.

### 6.3 **Modification and withdrawal of Bids**

In the case of submission of a Bid prior to the Bid Submission Deadline, Bidders may withdraw their Bid at any time prior to the Bid Submission Deadline. Any Bid that is withdrawn before the Bid Submission Deadline will be returned unopened to the Bidder. Bidders may not withdraw their Bid at any time after the Bid Submission Deadline.

Bidders may not request any modification to their Bid once it has been submitted without the prior written consent of the Ministry. Bidders may not request any modification to their Bid after the Bid Submission Deadline.

Any notice to withdraw or amend the Bid must be in writing and delivered by courier or equivalent service to the Ministry at the following address:

LSMU office  
Ministry of Mines and Petroleum  
Charayi Abdulhaq( Abdulhaq circle)  
Kabul  
Afghanistan

With an email copy to [lsmc@momp.gov.af](mailto:lsmc@momp.gov.af).

Bidders who have withdrawn their Bid may not submit any further Bid in connection with the tender process.

## 7. **BID EVALUATION**

The evaluation process will be conducted so that Bidders are evaluated against a common set of criteria and in accordance with the process set out in this paragraph 7 of this RFP.

### 7.1 **Bid opening**

As soon as possible after the Bid Submission Deadline, the Bidders will be invited to, **and shall be required to attend either in person or acting through their legal representative**, a public opening proceeding which shall be held at a venue to be confirmed by the Ministry in due course. The Evaluation Committee will at such proceeding open the Bids in the presence of the Bidders or their legal representatives that attend, all of whom shall be officially introduced to the Ministry prior to the date of the opening of the Bids. The names and addresses of all Bidders or their legal representatives and the respective Bid elements shall be recorded by the Evaluation Committee in minutes. Such minutes shall be signed by all participating Bidders or their legal representatives.

### 7.2 **Compliant/non-compliant Bids**

Following the public Bid opening proceeding, Bids will be checked to ensure that they are compliant with the requirements of this RFP. Bids that are deemed by the Ministry to be fully compliant will proceed to evaluation by the Evaluation Committee.

If a Bid does not comply with the requirements of this RFP then it may be rejected by the Ministry or, in the Ministry's sole and absolute discretion, may proceed to evaluation by the Evaluation Committee.

Bidders should identify in the RFP Statement of Compliance any aspects of their Bid that do not comply with the requirements of this RFP.

### 7.3 Evaluation process

The Evaluation Committee will open and evaluate the Bid in accordance with the Evaluation Criteria.

Account may also be taken of any factors that emerge from the tender process which may impact on the Bidder's suitability to undertake the Project and that relate to information previously provided by the Bidder as part of the PQQ process. Account will also be taken of any changes to information previously provided by the Bidder as part of the PQQ process as set out in the RFP Statement of Compliance. If the Bidder's circumstances have changed materially from the position stated in the PQQ, the Ministry may reject the Bid.

If all the submitted Bids are evaluated by the Evaluation Committee as insufficient to match the requirements of the Ministry, the Ministry reserves the right in its sole discretion to reject all the Bids and to request resubmission of Bids by all Bidders for the purpose of achieving a sufficient bid. Under these circumstances, the financial elements of the Bids may only be revised upwards.

### 7.4 Bid evaluation criteria

In relation to those Bids which proceed to evaluation, Bidders' Bids and any other information specifically related to the evaluation of Bids and requested by the Ministry in this RFP will be evaluated against six high-level criteria, details of which can be found in the table below:

<b>CRITERION</b>
Quality of technical elements of the Bid (but excluding elements which relate to the social criteria below)
Quality/Quantity of financial elements of the Bid (but excluding elements which relate to the social criteria below)
Quality/Quantity of social elements of the Bid
Quality/Quantity of the elements of the Bid dealing with the bidder's sales and marketing plan for Travertine
Quality/Quantity of the elements of the Bid dealing with the bidder's proposals for integration of its supply chain
The bidder's suggested comments and amendments to the Model Travertine Contract and the consistency of such comments and amendments with the Bid

### 7.5 References, reports and approval

Following evaluation in accordance with paragraphs 7.3 and 7.4 of this RFP, the Ministry shall:

- (a) If the Ministry deems necessary, undertake reference site visits and take up written references;
- (b) Prepare an internal evaluation report with recommendations; and

- (c) Seek the approval of the LSMU and the High Economic Council.

## **7.6 Clarification of Bids**

The Ministry reserves the right in its sole and absolute discretion to ask Bidders for clarifications or additional information to assist the Evaluation Committee with evaluating the Bid. In order to obtain such clarifications or additional information, the Ministry reserves the right to request Bidders to attend meetings, although the Ministry envisages that such requests will ordinarily be made via email communication. Responses to such requests shall be submitted by Bidders within the time period set out in the request or if no time period is set out within five (5) days of receipt of the request and shall be submitted via email to [lsmc@momp.gov.af](mailto:lsmc@momp.gov.af).

## **7.7 Contact during the evaluation phase**

In addition to the other requirements of this RFP, Bidders must not contact any person within, or associated with, the Ministry, its advisers or the Government (including the Evaluation Committee) during the evaluation process in order to discuss or influence the outcome of the evaluation process. Any such contact shall result in the relevant Bidder's Bid being rejected. Nothing in this paragraph shall preclude a Bidder from responding to requests for clarification or information under paragraph 7.6 of this RFP.

## **8. NOTIFICATION OF PREFERRED BIDDER AND RESERVE BIDDER**

The Ministry will notify each of the successful Preferred Bidder and Reserve Bidder in writing as soon as reasonably practicable after obtaining approvals for such notification and a copy of such notification will be posted on the Ministry Website. The notification to the Preferred Bidder will include the commencement Date for the Negotiation Period (or if no such date is included, the commencement Date shall be such date as subsequently notified by the Ministry). The Ministry shall at the same time as notifying the Preferred Bidder and Reserve Bidder notify the other Bidders of the fact that they were unsuccessful and provide to those other Bidders the name of the Preferred Bidder and the Reserve Bidder.

In the event that a Bidder is entitled to bring a claim under the Applicable Law against the Ministry following announcement of the Preferred Bidder and Reserve Bidder then it must bring this claim within one month of the Preferred Bidder and Reserve Bidder being announced. The Bidder shall not be entitled to bring any such claim after the expiry of one month from the date of issue of the notification by the Ministry of the Preferred Bidder and Reserve Bidder to such Bidders.

## **9. NEGOTIATION AND AWARD OF THE TRAVERTINE CONTRACT**

The Preferred Bidder (and where negotiations with the Preferred Bidder are unsuccessful, the Reserve Bidder, and where negotiations with the Reserve Bidder are unsuccessful, any other designated Bidder) will be required to enter into negotiations with the Ministry in accordance with the Rules for the Conduct of Negotiations for the Travertine Contract set out in Appendix 5 of this RFP in order to agree the final form of the Travertine Contract prior to the expiry of the Negotiation Period (or Extended Negotiation Period as the case may be), as further described in the Rules for the Conduct of Negotiations for the Travertine Contract.

Details of the negotiation process for conclusion of the Travertine Contract are included in the Rules for the Conduct of Negotiations for the Travertine Contract. Bidders agree to comply with the Rules for the Conduct of Negotiations for the Travertine Contract following submission of a Bid.



Following the conclusion of the negotiations but prior to the execution of the Travertine Contract, the Travertine Contract may require the final approval of the High Economic Council the Cabinet and/or reporting to Houses of National Assembly before it can be executed. During such approval process the Bidder agrees that, until such time as approval is obtained, the period of validity of the Bidder's Bid shall remain open, the Bidder shall extend its Bid Bond when required to do so by the Ministry and that the Bidder shall remain bound by the outcome of the negotiations.

## 10. MISCELLANEOUS

### 10.1 Disclaimers

Reasonable diligence and care has been exercised by the Ministry and/or its advisers in ascertaining the reliability of the available information. Whilst the information included in and/or accompanying this RFP, the PQQ, the data in the Data Room, the Ministry Website and any other technical or other information and/or supporting documents arising in connection with the Projects, has been prepared in good faith, they do not purport to be comprehensive nor have they been independently verified. None of the Ministry, its advisers, the Government or any of their respective directors, members, officers or employees warrants or represents the completeness or accuracy of this RFP or any information and/or data contained in the RFP, the PQQ, the data in the Data Room, the Ministry Website and any technical or other information and/or supporting documents, nor accepts any liability (whether in contract or tort (including negligence), under statute or otherwise) with respect to the accuracy or completeness of this RFP, the PQQ, the data in the Data Room, the Ministry Website and any technical or other information and/or supporting documents, or for the reasonableness of any assumptions.

Bidders are solely responsible for carrying out their own independent investigation, due diligence and all other work necessary to establish the basis for their interest and decisions related to the Project. Bidders are also expected to seek their own financial, technical and legal advice.

No information contained in this RFP or in any communication made between the Ministry, the Government and any Bidder in connection with this RFP shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this RFP.

Receipt of the RFP, other bid documents, access to the Data Room and/or notification of Preferred Bidder and Reserve Bidder shall not establish a binding agreement on the part of the Ministry to enter into any of the Travertine Contract and/or any License. Furthermore, any statement by the Ministry, their agents, or advisers not communicated in writing shall not be of any effect and should not be relied upon by the Bidders.

For the avoidance of doubt, the provision of clarifications or further information in relation to the RFP or any other associated documents is only authorised to be provided following an information request made in accordance with paragraph 3.2 of this RFP.

All materials and documentation submitted to the Ministry in response to this RFP or as part of this tender process shall become the sole property of the Ministry. Subject to the requirements of paragraph 10.2 of this RFP, the Ministry reserves the right to use, in its sole and absolute discretion subject to the Applicable Law all or part of any such information.

The Ministry will not reimburse any costs incurred by Bidders in connection with the preparation or submission of a Bid or any negotiations which may ensue, and by submitting a Bid; Bidders acknowledge and agree that the Ministry, its advisers and the Government will be discharged from any such liability to the fullest extent permitted by law.

## 10.2 Confidentiality

The contents of this RFP and any discussions arising in connection with this RFP are confidential. Bidders shall treat as strictly confidential:

- (a) The existence, provisions or subject matter of this RFP, or any document or agreement entered into pursuant to this RFP;
- (b) The discussions relating to this RFP and any document or agreement entered into pursuant to this RFP; and
- (c) All information received or obtained as a result of participating in the Bid process, which relates to any of the Ministry, the Project, the Gouvernement or the business, financial or other affairs of the foregoing.

Without prejudice to the foregoing, by the submission of their Bid, Bidders are deemed to have agreed to the terms of this paragraph 10.2. The restrictions contained in this paragraph 10.2 shall continue to apply without limit in time. In the event a Bidder breaches its obligations under this RFP as to confidentiality, the Bidder may be disqualified and its Bid rejected by the Ministry.

All information received from and any communications with Bidders shall, subject to the Applicable Law be treated in confidence. However, Bidders acknowledge and agree that:

- (a) All information provided to the Ministry in connection with this RFP and the Bid may be made available to any person who is assisting the Ministry in respect of the Project, including its advisers;
- (b) The names of the Bidders may be announced and published on the Ministry Website;
- (c) Certain aspects of the bidder meeting and site visits may occur at the same time for all Bidders and therefore Bidders may ascertain the identities of other Bidders;
- (d) Bids may be opened and checked for compliance at a Bid opening ceremony during which Bidders may become aware of the identities of other Bidders and certain element of the other Bidders' Bids;
- (e) Following evaluation, the names of the Preferred Bidder and the Reserve Bidder may be announced and published on the Ministry Website;
- (f) As set out in paragraph 3.2 of this RFP, information requests and responses may be distributed via the LSMU Data Room or email communication to all Bidders, preserving the anonymity of the requesting Bidder;
- (g) Such information may be contained in the record and report to be prepared by the Ministry in accordance with Applicable Law; and
- (h) A copy of the Travertine Contract, License and the names of the parties may be disclosed and published on the Ministry Website.

## 10.3 Debriefing

In accordance with Applicable Law, following acceptance of a Bid, unsuccessful Bidders are able to request sight of a record and report prepared by the Ministry.

In accordance with Applicable Law, the Ministry shall, upon request, communicate promptly to an unsuccessful Bidder the reason for the rejection of its Bid, at the expense of the Bidder.

#### 10.4 **Improper actions**

Any improper approaching of, or any attempt to procure information from, any Government official, public sector employee, or agent of the Ministry or Government including any consultants, contractors or advisers of the foregoing by any Bidder concerning this RFP may result in the disqualification of the Bidder and/or rejection of the Bid. For the purposes of this paragraph 'improper' shall mean dishonest and/or against a law or a rule and/or which is outside of the ordinary course of reasonable professional conduct in respect of such matters.

#### 10.5 **Collusive behaviour**

Any Bidder who:

- (a) Fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other party;
- (b) Communicates to any party other than an Association Member, the Ministry or its advisers the content, amount or approximate amount of its proposed Bid or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid or insurance or any necessary security);
- (c) Enters into any agreement or arrangement with any other party as to the content or amount of any Bid submitted;
- (d) Engages in collusion to monopolise procurement procedures;
- (e) Provides false information in order to influence the outcome of the bidding (for the avoidance of doubt, this includes information concerning its eligibility and qualifications);
- (f) Engages in practices which establish Bid elements at uncompetitive levels or which prevent the promotion of a free, open and competitive tender process;
- (g) Offers or agrees to pay or give or does pay or give any sum or sums of money, Inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to itself or any other Bidder any act or omission in relation to the tender; or
- (h) Directly or indirectly, during the execution or award of the Project or for a related activity, provides any gratuity, gift or any favour to any public official, employee or agent of the Ministry or the Government or any other public agency or to any member of their families,

Shall (without prejudice to any other remedies available to the Ministry) be disqualified and/or such Bidder's Bid shall be rejected.

#### 10.6 **No inducement or incentive**

This RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall it have in any other way persuaded a Bidder to submit a Bid, enter into negotiations or enter into any of the Travertine Contract or any other contractual arrangement.

## 10.7 **Rights of the Ministry**

The Ministry reserves all rights with respect to materials submitted in response to the RFP and/or this tender process. The Ministry's reservation of rights includes, but is not limited to the following:

- (a) The right to disqualify any or all Bidders and/or reject, in whole or in part, any or all Bids;
- (b) The right to establish the rules and procedures governing the bid preparation, submission, evaluation, and selection processes;
- (c) The right to cancel or modify the terms and conditions of the RFP and/or cancel the evaluation process at any stage;
- (d) The right to select the Preferred Bidder and Reserve Bidder;
- (e) The right to appoint an Evaluation Committee;
- (f) The right to use its advisers and/or third-party consultants to assist with any aspect of the bid submission, evaluation, selection, and/or negotiation processes;
- (g) The right to waive any deficiency, irregularity, or omission in any Bid provided that such waiver does not materially affect the substance or validity of the tender process as outlined in this RFP;
- (h) The right to determine which Bidders are qualified;
- (i) The right to disclose information submitted in response to the RFP or related to the tender process in accordance with the RFP and/or Applicable Law;
- (j) The right to seek clarification of any Bid, to interview, or to hold discussions with any Bidder at any time after the Bid Submission Deadline; and
- (k) The right not to grant any of the Travertine Contract or Licenses or enter into any agreement relating to the Project with any of the Bidders.

The Ministry and its advisers shall incur no liability to the Bidders by reason of any of the foregoing. In the event that all Bids are rejected or the tender process is cancelled, the Ministry shall note the reason in the record of tender proceedings, shall communicate the fact promptly to the Bidders and in the event that the tender process is cancelled before the Bid Submission Deadline, any Bids received shall be returned unopened to the respective Bidders.

## 10.8 **Waiver by Bidders**

Any Bidder submitting a Bid in response to the RFP related to the tender process for the Project waives any right to reimbursement for costs and expenses incurred in relation to the Bid preparation, generation of information, submission and negotiation of the Bid including the costs or expenses associated with:

- (a) Site visits, Due Diligence, independent research, and interviews;
- (b) Attendance at any pre-bid conferences and/or any bidder meeting or site visit;
- (c) Review of the Travertine Model Contract and preparation of comments thereon;

- (d) Preparation and submission of additional information, responses to questions, and clarifications;
- (e) Preparation and submission of the PQQ and the Bid;
- (f) Negotiation of any agreement related to the RFP or this tender process, including negotiation of the Travertine Contract;
- (g) The procurement of the Bid Bond; and
- (h) Anything related to the RFP and this tender process.

Notwithstanding any other provision of the RFP, the Ministry will not enter into any negotiation or agreement to pay or reimburse any Bidder for costs or expenses related to the RFP or this tender process.

## APPENDICES

**APPENDIX 1**

**RFP STATEMENT OF COMPLIANCE**

**TO BE TYPED ON THE BIDDER'S HEADED NOTEPAPER**

Defined terms shall have the meanings ascribed to them in the Request for Proposal.

We confirm that, to the best of our knowledge:

- (a) The completed Bid complies fully with all requirements set out in the Request for Proposal except as specified below: -  
.....
- (b) All information provided with the Bid is true and correct and we are not guilty of misrepresentation in providing any information required of us under the Request for Proposal;
- (c) The completed Bid complies fully with the requirements of the Applicable Law;
- (d) Any statement made in the PQQ remains true and accurate in all material respects save as specified below: -  
.....
- (e) Except as has been consented to by the Ministry and as is detailed below, there has been no Change in Composition (as defined in the Request for Proposal) since the submission of the PQQ: -  
.....

We confirm that there are no actions, suits, investigations or proceedings pending or, to our knowledge, threatened, against or affecting us or any of our property in any court or before any arbitrator of any kind or before or by any governmental authority that:

- (a) Calls into question our right to enter into and perform our obligations under the Travertine Contract; or
- (b) Would, if resolved against us, materially adversely affect our ability to perform our obligations under the Travertine Contract.

<b>Organisation's name</b>	
<b>Signature</b>	
<b>Name</b>	

**Position**

**Date**



**APPENDIX 2**

**BID LETTER**

**TO BE TYPED ON THE BIDDER'S HEADED NOTEPAPER**

**To the Ministry of Mines and Petroleum of the Islamic Republic of Afghanistan ("Ministry")  
Charayi Abdulhaq (Abdulhaq circle).  
Kabul  
Afghanistan**

[Insert date]

Dear Sir/s

1. We have examined and understood the requirements of the RFP. Accordingly, we offer to undertake the Project in conformity with the requirements of the RFP and our enclosed Bid (including this letter).
2. We agree to abide by this Bid until [●]3 and it shall remain binding upon us and may be accepted at any time before that date. Further, where requested so to do, we agree to extend the validity of this Bid in accordance with the requirements set out in paragraph 6.2 of the RFP.
3. We hereby unconditionally commit that:
  - a) If selected as the Preferred Bidder; or
  - b) If selected as Reserve Bidder and where so requested by the Ministry; or
  - c) Where negotiations are unsuccessful with the Preferred Bidder and Reserve Bidder and where so requested by the Ministry,

We will enter into negotiations in accordance with the Rules for the Conduct of Negotiations for the Travertine Contract.

4. We acknowledge that failure to comply with the obligations in this letter may result in the Ministry calling for payment under the Bid Bond.
5. Any defined terms used in this letter shall, unless defined in this letter, have the meaning ascribed to them in the RFP.

Signature..... in the capacity of.....

Duly authorised to sign tenders for and on behalf of

.....  
.....

**APPENDIX 3**

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<sup>3</sup> Insert date 120 days after the Bid Submission Deadline.

## BID BOND

The contract for the exploration, quarrying and transformation of quarry material for the design, build, financing, insurance, ownership, operation, maintenance and management of a new Travertine production facility in [ ] (the "**Travertine Contract**").

Name and address of Beneficiary: Ministry of Mines and Petroleum for the Government of Afghanistan  
Charayi Abdulhaq (Abdulhaq circle)  
Kabul  
Afghanistan

We have been informed that [*name of the Bidder*] a [*specify type of entity*] organized under the laws of [*insert relevant jurisdiction*] and duly licensed in [*insert relevant jurisdiction*] (hereinafter called the "**Principal**") is submitting a bid (the "**Bid**") in response to your request for proposal ("**RFP**"), and that the conditions of your RFP require this Bid to be supported by a bid bond. Any defined terms used in this Bond shall, unless defined in this Bond, have the meaning ascribed to them in the RFP.

At the request of the Principal, we [*insert name of issuing surety*] a [*specify type of entity*] organized under the laws of [*insert relevant jurisdiction*] and duly licensed or authorized to transact business in [*insert relevant jurisdiction*] (the "**Surety**") hereby unconditionally and irrevocably undertake to pay you (waiving all rights of objection and defence save in the case of fraudulent demand) any sum or sums not exceeding in total the amount of **USD 100,000 (One hundred thousand US dollars)** ("**Bond Amount**"), upon receipt by us of your demand in writing ("**Demand**") and containing in such Demand your written statement that:

- (a) The Principal has intentionally submitted with the Bid false information concerning its eligibility and qualifications; or
- (b) The Principal has failed to promptly correct inaccurate or incomplete information upon your request; or
- (c) The Principal has made a Change in Composition (as defined in the RFP) without your prior written consent at any time after the Bid Submission Deadline; or
- (d) the Principal has unilaterally withdrawn his Bid after the Bid Submission Deadline and before the expiry of its period of validity as referred to in paragraph 6.2 of the RFP; or
- (e) The Principal has failed to extend the validity of this Bond and provide written evidence thereof to you in accordance with paragraph 5.5(a)(v) of the RFP; or
- (f) The Principal has failed to comply with the Rules for the Conduct of Negotiations for the Travertine Contract and thereby prevents the granting of the Travertine Contract; or
- (g) The Principal terminates negotiations in respect of the Travertine Contract except such termination: (i) "for cause" as defined in paragraph 8 of the Rules for the Conduct of Negotiations for the Travertine Contract; or (ii) "by mutual agreement" as defined in paragraph 9 of the Rules for the Conduct of Negotiations for the Travertine Contract; or
- (h) You terminate negotiations in respect of the Travertine Contract "for cause" as defined in paragraph 8 of the Rules for the Conduct of Negotiations for the Travertine Contract; or

- (i) In your reasonable opinion, the Principal has breached the terms of paragraph 10.4 and/or 10.5 of the RFP.

Any Demand must contain a signature of your authorized representative. We agree that we will fulfil our obligations under this Bond without proof or conditions and that receipt by us of a Demand in accordance with this paragraph shall be conclusive evidence of our liability to pay you the sum demanded provided such sum, together with the amounts of any previous Demands, do not in the aggregate exceed the Bond Amount.

Any Demand shall be in writing and either delivered by hand or sent by recorded post to us at [*insert address*], marked for the attention of [*insert name*]. The Demand will be deemed to be received by us:

- (j) If delivery by hand, on the date it is delivered;
- (k) If sent by recorded post or internationally recognised courier, on the day it is received.

Any Demand must be received by us at this office on or before:

- (l) [*insert date that is 120 days after the Bid Submission Deadline*]; or
- (m) where an extension to the time for expiry of this Bond is required in accordance with paragraph 5.5(a)(v) of the RFP, the expiry of the First Extension Period pursuant to paragraph 5.5(a)(v)(A) or the expiry of the Further Extension Period pursuant to paragraph 5.5(a)(v)(B),

(The "**Expiry Date**").

**Upon the Expiry Date this Bond shall expire and no later than 21 days from the Expiry Date** this Bond shall be returned to us, provided always that this Bond shall remain in full force and effect in respect of any Demand received up to and including the Expiry Date.

We agree that all sums payable under this Bond shall be paid to you in full and shall be free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim or cross-claim whatsoever.

We confirm that this Bond shall not be impaired, reduced, discharged or affected by:

- (n) any amendments, alterations or supplements to the RFP, the Bid or the Travertine Contract or any concession, release, waiver or other indulgence granted to the Principal; or
- (o) any invalidity, illegality or unenforceability in or of the terms of any other agreement or arrangement to which the Principal is or may become a party; or
- (p) any disability, incapacity, change in ownership or change in status of the Principal; or
- (q) any bankruptcy, insolvency or other such proceedings or any change in the constitution of the Principal; or
- (r) any dispute between you and the Principal or any compromise of a dispute; or
- (s) any other security or bond taken, or granted or released by the Principal and/or you to us or by any other person; or
- (t) any other act or omission which in the absence of this provision, might operate to exonerate us;

And we hereby waive any requirement for notice to be given to us of any such event.

No failure or delay by you in exercising any right or remedy shall operate as a waiver and nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

This Bond shall be governed by and construed in accordance with the laws of the Islamic Republic of Afghanistan ("**Afghanistan**") including international treaties and bilateral investment treaties to which Afghanistan is a party. Any dispute, controversy or claim arising out of, under or in connection with this Bond shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

The original of this Bond is drafted in English. If this Bond is translated into any other language, the English language text shall prevail.

IN WITNESS WHEREOF, the authorized representatives of the parties have indicated their agreement to be firmly bound by these presents by having signed below:

Date:

For the Beneficiary:

For the Surety:

By \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX 4

### BID SUBMISSION TIMETABLE<sup>4</sup>

<b>DATE</b>	<b>STAGE</b>	<b>MAIN RFP PARAGRAPH REFERENCE</b>
[02/02/2019]	Pre-bid Meeting	3.4
[10/02/2019]	Base Date	5.5(a)(ii)
[15/02/2019]	Information Request Deadline	3.2
[10/03/2019]	Bid Submission Deadline	6.1

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<sup>4</sup> These dates are to be inserted.

## APPENDIX 5

### **RULES FOR THE CONDUCT OF NEGOTIATIONS FOR THE TRAVERTINE CONTRACT**

#### **1. DEFINITIONS**

The definitions contained in the Glossary of Terms to the Request for Proposal contained in the data room ("**RFP**") shall apply to these Rules for the Conduct of Negotiations for the Travertine Contract ("**Rules for Negotiation**").

#### **2. STRUCTURE OF NEGOTIATIONS**

Negotiations will commence with the Preferred Bidder immediately upon the date stated in the notification of Preferred Bidder status (or if no such date is specified, upon the date of the notification itself) and there shall be no negotiations at this time with the Reserve Bidder. If such negotiations with the Preferred Bidder fail or have been terminated, negotiations will cease with the Preferred Bidder following written notification by the Ministry and shall commence as soon as practicable thereafter with the Reserve Bidder. If the negotiations with the Reserved Bidder fail or have been terminated, the Ministry in its sole discretion may reopen the tender process or conduct negotiations with one of the other Bidders. These Rules for Negotiation therefore apply to any negotiations with the Preferred Bidder, Reserve Bidder and any other designated Bidder (as the case may be).

#### **3. PLACE OF NEGOTIATIONS**

The negotiations shall take place in Kabul, Afghanistan or in such other location as the parties may agree.

#### **4. LANGUAGE OF NEGOTIATIONS**

The official language of the negotiations (including all written text) shall be Dari, Pashto or English. Each party to the negotiations shall provide their own translator and translations as needed (including translation of any written text). In the event of any discrepancy between the English language version of any written text and the version of that written text in any other language, the English language version shall prevail.

#### **5. SUBSTANCE OF NEGOTIATIONS**

The Bid shall provide the framework for the negotiations. Bidders are bound by the content of the Bids and therefore no material changes to the Bids shall be considered. In particular, in relation to the terms of the Model Travertine Contract and as noted in paragraph 2.2 of the RFP, the Bidder shall only be entitled to negotiate those items commented upon and amended in the mark-up to the Travertine Contract submitted as part of the Bid.

#### **6. CONFIDENTIALITY**

The negotiations shall be closed to the public. All parties to the negotiations acknowledge that the negotiations are confidential, will involve confidential information and shall be subject to paragraph 10.2 of the RFP.

#### **7. TERMINATION OF NEGOTIATIONS WITHOUT CAUSE**

Any Bidder or the Ministry may terminate the negotiations "without cause". If the Ministry terminates the negotiations "without cause", the Bid Bond(s) shall be returned to the appropriate

Bidder(s). If a Bidder terminates the negotiations "without cause", the Ministry shall be entitled to elect to call for payment under the Bid Bond. "Without cause" shall for the purposes of these Rules for Negotiation be for any reason other than a reason that is "for cause".

#### 8. **TERMINATION OF THE NEGOTIATIONS FOR CAUSE**

Any Bidder or the Ministry may terminate the negotiations "for cause". If the Ministry terminates "for cause", the Ministry shall be entitled to call for payment under the Bid Bond. If a Bidder terminates "for cause", its Bid Bond shall be returned. A termination "For cause" shall be limited to the following bases:

- Material breach of the terms of these Rules for Negotiation; and/or
- Fraud or wilful default by act or omission; and/or

Further, the Ministry may terminate the negotiations "for cause" and be entitled to call for payment under the Bid Bond if the Bidder makes contact with any person within, or associated with, the Ministry, its advisers or the Government (including the Evaluation Committee) in order to discuss or influence the outcome of the negotiations, save as expressly provided for in the Rules for Negotiation.

#### 9. **TERMINATION BY MUTUAL AGREEMENT**

Notwithstanding any other provision in these Rules for Negotiation, any Bidder and the Ministry may terminate the negotiations by mutual written agreement subject to whatever terms they deem appropriate.

#### 10. **DISPUTE RESOLUTION**

These Rules for Negotiation shall be governed and construed in accordance with the laws of Afghanistan, including international treaties and bilateral investment treaties to which Afghanistan is a party.

#### 11. **TIMING**

Any unreasonable delay by the Bidder in completing the negotiations or executing the Travertine Contract shall be a material breach of these Rules for Negotiation.

#### 12. **NEGOTIATE IN GOOD FAITH**

By participating in the negotiations, all parties to the negotiations agree that they shall negotiate in good faith which shall include, but not be limited to, the Bidder complying with the requirements of paragraphs 10.4, 10.5 (g) and 10.5 (h) of the RFP. Any negotiations that are not in good faith shall be a material breach of these Rules for Negotiation.

#### 13. **DURATION OF NEGOTIATIONS**

The Ministry and the Preferred Bidder shall use their best efforts to complete the negotiations and execute the Travertine Contract within 30 days after the commencement Date (the "**Negotiation Period**"). The Ministry in its sole discretion may extend the Negotiation Period by any additional period (the "**Extended Negotiation Period**"). If the Ministry and the Preferred Bidder have not concluded the negotiations and executed Travertine Contract before the end of the Extended Negotiation Period for whatever reason, the negotiations between the Ministry and the Preferred Bidder may, in the Ministry's sole and absolute discretion be terminated by the Ministry or, in the Ministry's sole and absolute discretion, be continued with

the Preferred Bidder. Any such termination shall be treated as "without cause" on the part of the Ministry and nothing in this paragraph shall prejudice the Ministry's rights to terminate "for cause" on the part of the Bidder pursuant to paragraph 8 of these Rules for Negotiation. If negotiations are continued, the Ministry shall communicate to the Preferred Bidder an additional period for completion of negotiations which shall be a further Extended Negotiation Period for the purpose of this paragraph.

If negotiations with a Preferred Bidder are terminated as aforesaid the Ministry shall be entitled at its sole and absolute discretion to undertake negotiations with the Reserve Bidder, re-open the tender process or abandon the tender process. Any such negotiation with the Reserve Bidder shall be subject to the same Negotiation Period and Extended Negotiation Period process and the Commencement Date shall for such purposes be the date of notification by the Ministry to the Reserve Bidder that it wishes to commence negotiations with the Reserve Bidder. If negotiations are terminated with the Reserve Bidder as aforesaid, the Ministry shall be entitled at its sole and absolute discretion to undertake negotiations with any of the other Bidders re-open the tender process or abandon the tender process. Any such negotiation with another Bidder shall be subject to the same Negotiation Period and Extended Negotiation Period process and the Commencement Date shall for such purposes be the date of notification by the Ministry to the Bidder that it wishes to commence negotiations with the Bidder.

14. **ADVICE OF COUNSEL**

Any party participating in the negotiations agrees that by participating in the negotiations it is acknowledging that it has reviewed these Rules for Negotiation with legal counsel and has agreed to be bound by these Rules for Negotiation during the negotiations.

15. **DEADLINES DURING THE NEGOTIATIONS**

If the deadline for the completion of a task or delivery of a document falls on a public holiday applicable in the home jurisdiction of a party to the negotiations, that deadline shall be extended to the next day which is not a public holiday in any such jurisdiction.

16. **PARTICIPANTS IN THE NEGOTIATIONS**

No other persons except the following may attend the negotiations:

- Representatives of a party;
- Advisers to a party; and
- Administrative personnel, interpreters and translators of a party.

Only representatives and advisors of a party may substantively participate in the negotiations and the names of all Bidder's representatives, advisers, administrative personnel, interpreters and translators ("**Bidder's Personnel**") shall be provided to the Ministry prior to such negotiation commencing. The Ministry reserves the right at its sole discretion not to permit any particular Bidder's Personnel to attend the negotiations. Representatives and advisers (including, without limitation, legal representatives and/or advisers) may not represent more than one Bidder. Subject to the requirements of the Ministry, the Parties shall be responsible for making their own arrangements to attend the negotiations and shall do so at their own cost.

17. **NEGOTIATING PROCESS**

The negotiating process shall be as directed by the Ministry taking into account the reasonable requirements of the Bidder and may include, without limitation, the following:



- Selection of representatives, advisors, administrative personnel, interpreters and translators;
- Scheduling of meeting sessions;
- Information requests;
- Establishing procedures for communication between the parties;
- Establishing procedures for making and memorializing agreements between the parties; and
- Establishing procedures for declaring and resolving an impasse.

**18. APPROVAL OF THE TRAVERTINE CONTRACT**

Following the conclusion of the negotiations but prior to the execution of the Travertine Contract, the Travertine Contract may require the final approval of the Ministry, the High Economic Council and the Cabinet before it can be executed. During such approval process, the Bidder agrees to remain bound by the outcome of the negotiations until such approval is obtained. During such time the Bidder agrees that the period of validity of the Bidder's Bid shall remain open until such time as approval is obtained. The Bidder shall provide the Ministry with such assistance as the Ministry may require in order obtaining such approval.

**APPENDIX 6**  
**BID REQUIREMENTS**

## Part 1

### General Bid Requirements

Terms used in these general Bid Requirements but not defined within the Request for Proposal shall have the same meaning as is ascribed to them in the Model Travertine Contract.

#### **Part 1A: Proposals as to selection of Exploration Areas and the Site, process requirements and production capacity.**

The following general Bid Requirements are required to be provided in relation to the Exploration Areas, the location of the Site and Processing.

- 1) Subject to paragraph 4.4 of this RFP, Bidder shall provide a list of potential Exploration Areas which the Bidder considers, following its Due Diligence, are prospective to exploit the quarry materials required to produce Travertine, including co-ordinates of each potential Exploration Area and the Bidder's reasons for selecting these locations. The potential Exploration Areas which the Bidder selects may in total cover an area of up to two hundred and fifty (250) square kilometres (i.e. ten (10) Licenses of up to fifty (50) square kilometres each) subject to Applicable Law. Bidders who are successful in the tender process and negotiate a Travertine Contract with the Ministry will be entitled to apply for Exploration license over the potential Exploration Areas that they have selected as part of their Bid, provided these potential Exploration Areas have been approved by the Ministry;
- 2) A proposed location for the Site, including co-ordinates for the proposed Site and the Bidder's reasons for selecting that location;
- 3) A proposal as to the production capacity of the Travertine Production Facility which complies with the parameters set out in paragraph 5.3(c) of this RFP.

#### **Part 1B: Generally applicable Bid Requirements**

The following general Bid Requirements are required to be provided in respect of all sections of the Bidder's Bid (namely: (i) exploration of Quarry Materials; (ii) exploitation of Quarry Materials; (iii) Processing of Travertine; and (iv) surface topography:

- 1) The financial and technical capacity of the Bidder [**Applicable Law and Regulations**];
- 2) Previous experience of the Bidder [**Applicable Law and Regulation**]);
- 3) Details of any Afghan partner(s) included in the Bid [**Applicable Law and Regulation**];
- 4) Technical specifications, performance criteria, requirements as to minimum work program, safety processes and methods and environmental impact [**Art.21 (L)**]
- 5) The name, address and nationality of each Bidder [**Art.21 (L)**]

- 6) In the case of a Bidder organized as a corporation [**Applicable Law and Regulation**]:
  - (i) its place of registration or incorporation, its principal place of business, the names, addresses and nationality of the directors, principal officers and authorized signatories of the Bidder and its capital structure;
  - (ii) The corporate structure of the Bidder;
  - (iii) financial information of the Bidder, including annual reports, audited balance sheets and profit and loss statements for the past three (3) years and any reports of relevance for the mineral activities which the Bidder may have filed with government agencies responsible for securities regulation during that period;
- 7) Details as to how the Project would be financed and method of performance security [**Applicable Law and Regulations**];
- 8) The Bidder's previous experience and technical expertise in respect of all aspects of the Project [**Applicable Law and Regulation**];
- 9) A description of the organization and expertise which the Bidder will have available in Afghanistan and elsewhere for activities in connection with the quarrying area for which the Bid is submitted [**Applicable Law and Regulation**] together with a description of the organization and expertise which the Bidder will have available in Afghanistan and elsewhere for activities in connection with processing;
- 10) A description of the Bidder's experience and procedures that will apply for securing the health, safety and welfare of persons involved in or affected by the Project [**Applicable Law and Regulation**];
- 11) A description of the Bidder's experience and procedures that will apply for protecting the environment, preventing, minimizing and remedying pollution and other impacts from the Project [**Applicable Law and Regulation**]; and
- 12) Proposals with respect to the training of Afghan nationals and expenditures to be incurred therein [**Applicable Law and Regulation**].
- 13) Proposals in respect of the types of Travertine to be produced.
- 14) Proposals in respect of each Subcontractor to be appointed [**Clause 1.1 of the Travertine Model Contract**]
- 15) Proposals in respect of the Financing Plan [**Clause 4.4 of the Travertine Model Contract**].
- 16) Proposals in respect of the form of report [**Clause 7.1(b) of the Travertine Model Contract**].
- 17) Proposals in respect of the Operation Service [**Clause 7.2 of the Travertine Model Contract**].

- 18) Proposals in respect of the senior members of the Company's Personnel [**Clause 20.5(a)(ii) of the Model Travertine Contract**].
- 19) Proposals in respect of the date when if the Date of Commencement of Commercial Production has not occurred the Contract may be terminated [**Clause 24.1(g) of the Travertine Model Contract**].
- 20) The Closure Plan (as set out in Clause 4.6 of the Travertine Model Contract) In connection with any application to grant a Processing License, the Company shall provide a plan with respect to:
  - a) the closure of the Processing and rehabilitation of the Site.

The Closure Plan shall address the anticipated Environmental, Social and economic state of the Site during the period of the Processing License, and shall be prepared in Consultation with communities in the Site and local areas. It shall be consistent with any Community Development Agreements, and prepared in a manner which is consistent with guidance provided by the planning for integrated mine closure toolkit and related guidance published by the International Council on Mining and Metals; and [**Applicable Law and Regulation**]

## Part 2

### Exploration and Exploitation Bid Requirements

This Exploration and Exploitation Bid Requirements table reflects the requirements for bidding for Exploration License and Exploitation License.

Terms used in this Exploration and Exploitation Bid Requirements table shall be construed as follows:

**“General”** shall mean:

- (a) a bid requirement to provide proposals in respect of the relevant bid requirement in an appropriate level of detail consistent with: (i) any explanatory comments in this table; (ii) Good Industry Practice; and (iii) all of the information available to the Bidder at the time of its Bid; and
- (b) a commitment to provide further detailed proposals that are connected with such original proposal and which, subject to the Ministry’s absolute discretion, shall not include any terms less favourable to the Ministry than those contained within such original proposal.

**“Detailed”** shall mean a bid requirement to provide a detailed proposal in accordance with all of the terms of the relevant bid requirement in this table and any explanatory comments relating to such bid requirement.

**“General Policies and Procedures”** shall mean a bid requirement to provide details of the relevant policies and procedures the Bidder proposes are applicable to the relevant bid requirement in this table. This shall also include the bid requirement for Case Studies as defined below.

**“Case Studies”** shall mean a minimum of 2 case studies and a maximum of 3 case studies which the Bidder proposes are applicable to the relevant bid requirement in this table.

**“Commitment”** shall mean a commitment by the Bidder to provide the relevant bid requirement in accordance with the terms of the Model Travertine Contract and in accordance with any relevant explanatory comments in respect of such bid requirement.

Any terms used in this Part 2 of Appendix 6 to the RFP, but not defined above or in the RFP shall have the meaning ascribed to such terms in the Model Travertine Contract.

	<b>Exploration Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
(a)	An Exploration plan, which shall include details on a (i) reconnaissance survey (literature resource, sampling and site selections), (ii) a detailed survey (drilling methods, expected borehole spacing, expected number of boreholes, sampling techniques, sample preparation and analytical techniques, trenching, geophysical, bulk sampling, reporting and blending data); and (iii) a feasibility study ahead of exploration;	Detailed	N/A	N/A	Details shall include a proposed time schedule, staffing requirements and expertise, assaying laboratory details, data storage and details on resource estimation and results reporting.
(b)	Details as to the proposed expenditure to be incurred during the exploration period;	Detailed	N/A	N/A	
(c)	The exploration plan shall show details on the proposed process to define sufficient qualities of Travertine for the full proposed life of the Travertine production facility.	Detailed	N/A	N/A	
(d)	A rehabilitation and harm reduction plan;	Detailed	N/A	N/A	
(e)	A commitment to comply with the requirements of clause 3.1 of the Model Travertine Contract.	N/A	N/A	Yes	
(f)	a plan of work, which shall include details as to the manner of implementation and the amount of investment committed thereto	Detailed	N/A	N/A	Following the Bid a revised plan may be submitted to the Ministry if necessary.
(g)	Evidence of the Bidder's financial capability [ <b>Art. 59(7). (L)</b> ]:	Detailed	N/A	N/A	
(h)	a Development Plan, which shall include details as to any proposed investments and socio-economic contributions of any type for the communities concerned] and as set out in Article Regulations [ <b>Regulation 87(1).3: A Development Plan which shall establish appropriate sustainable development and social protection programs and structures, taking into account international best practice. A Development Plan should propose approaches for ensuring adequate housing, sanitation, roads, medical facilities, power and water supply, educational facilities, religious facilities and recreational opportunities. A Development Plan should also address economic development, employment and job</b>	General	Yes	N/A	The General proposal is to include the amount of the financial commitment proposed by the Bidder.

	<b>Exploration Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
	<i>creation in local communities, taking into account employment requirements established under the Mineral Law. Finally, a Development Plan must establish funding and implementation commitments.] [Regulation 87(1).3</i>				
(i)	a financial proposal for the exploration rights according the terms specified in the invitation to Bid, as prepared by the Ministry. The financial proposal must include the amount of royalty per metric tonne of Travertine extracted and the amount of premium which the Bidder is willing to grant to the Ministry in exchange for the exploration and rights and other concessions [Art.37(1).1 (R)];	General	No	N/A	Each royalty amount shall be a fixed sum per metric tonne with an agreed escalator and bonus. For further details, see clause 10 of the Model Travertine Contract.
(j)	a commitment to prepare a development plan including proposed investments and any socio-economic contributions proposed for affected communities [Art.37(1).5 (R)];	N/A	N/A	Yes	
(k)	the Financing Plan (as set out in Clause 4.4 of the Model Travertine Contract) [ <b>Applicable Law and Regulation</b> ] In connection with any application to grant a Exploration License, the Company shall provide a plan relating to the financing of the Exploration during the period of the Exploration License including such provisions as the Company may determine consistent with its commercial requirements and Good Industry Practice, including (but not limited to) in reasonable detail:	N/A	N/A	Yes	
	(i) the identity and credit standing of the proposed Investors;	Detailed	N/A	N/A	This should include details of any proposed investors.
	(ii) the amount and form of equity to be contributed by the Investors in the Company;	Detailed	N/A	N/A	
	(iii) the amount of all loans to be provided to the Company by the Lenders;	Detailed	N/A	N/A	
	(iv) the maximum proposed debt;	Detailed	N/A	N/A	
	(v) the debt equity ratio (which shall be equal to or less than the Required Ratio); and	Detailed	N/A	N/A	
	(vi) confirmation that under the repayment schedule for all initial debt financing such debt shall be amortised to zero within not more than 12 years from the date of initial drawdown,	Detailed	N/A	N/A	



<b>Exploration Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
	as such Financing Plan may be amended from time to time in accordance with this Contract. The Company shall be responsible for raising all of the financing necessary to implement the Financing Plan;	N/A	N/A	Yes	
(J)	the Social Impact Assessment and Action Plan (as set out in Clause 4.3 of the Model Travertine Contract) In connection with any application to grant a Exploration License, the Company shall produce an impact assessment and action plan relating to Social issues in connection with the Exploration in accordance with Good Industry Practice and the Agreed Environmental and Social Standards, which shall include those elements as the Parties may agree, but shall in any event include the following:	General	Yes	N/A	
	a. Provisions to prevent or minimise the potential adverse impact of Exploration on the individuals and communities' resident in and around the Site.	General	Yes	N/A	
	b. provisions to prevent or minimise unreasonable interference with the living conditions of the population lawfully settled within the Site and surroundings, and to cause the Company's employees and contractors to respect the customs of the local populations;	General	Yes	N/A	
	c. provisions to mitigate negative social impacts on the local community, including housing, sanitation and public health measures of any temporary or permanent work force engaged by the Company;	General	Yes	N/A	
	d. provisions (with guidance from IFC Performance Standards, where appropriate or relevant) to:				
	(i) avoid or minimise displacement of persons or involuntary resettlement wherever feasible;	General	Yes	N/A	
	(ii) make satisfactory arrangements for payment of fair and reasonable compensation for any prospective damage to any crops, buildings, trees or works;	N/A	N/A	Yes	
	(iii) compensate the holders for the use of the surface area, where the surface rights to any land within the Site are held or owned by local or indigenous or tribal populations as recognised by Applicable Law or relevant customary law, at a rate agreed by the holder and the Company;	N/A	N/A	Yes	
	(iv) recognise the rights of surface right owners and occupiers, the rights of indigenous or tribal populations, or other communities in the Site, to continue utilising land within the Site for subsistence purposes, including grazing livestock, using water, cultivating crops, hunting game, and collecting fruits and fuel	N/A	N/A	Yes	

Exploration Bid Requirements			General/ Detailed	General Policies & Procedures	Commit ment	Explanatory Comments
		wood, provided that such subsistence use would not be unsafe and does not substantially interfere with Processing;				
	(v)	provisions for developing a plan of resettlement if at any point a resettlement of the local population appears to be essential, having regard to the requirements of IFC Performance Standards including provisions to;	N/A	N/A	Yes	
		A. conduct full Consultation with local Governments and all persons who may be displaced or relocated, with the goal of developing a resettlement programme to which they consent;	General	Yes	N/A	
		B. mitigate adverse social and economic impacts by ensuring that resettlement activities are implemented with appropriate disclosure of information and Consultation;	General	Yes	N/A	
		C. improve, replace or restore the livelihoods of displaced persons to ensure in all material respects the availability of means of livelihood adequate to maintain an appropriate quality of life in the community; and	General	Yes	N/A	
		D. improve, replace or restore living conditions among displaced persons through provision of adequate housing with security of tenure at resettlement sites;	General	Yes	N/A	
	(vi)	a plan to establish appropriate sustainable development and social protection programmes and structures including the following:	General	Yes	N/A	
		A. approaches to provide adequate housing, sanitation, roads, medical facilities, power and water supply, educational facilities, religious facilities and recreational opportunities; and	General	Yes	N/A	
		B. measures to be adopted for economic development, employment, job creation in local communities, taking into account employment requirements established under the Applicable Law;	General	Yes	N/A	

	<b>Exploitation Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
(a)	a plan of work, which shall include details as to the manner of implementation and the amount of investment committed thereto [Art. 59(1) (L)], which shall include extraction plans to demonstrate good industry practices.	Detailed	N/A	N/A	Following the Bid a revised plan may be submitted to the Ministry if necessary.
(b)	a detailed description of the proposed investigations the Bidder will need to carry out prior to commencing exploitation, including minimum work obligations, timescale and estimated expenditures [Art.12(1).5 (R)]. This shall include geotechnical and engineering investigations in relation to, storage, access roads and it's transport from the extraction site;	Detailed	N/A	N/A	
(c)	evidence of the Bidder's financial capability [Art. 59(7) (L)]	Detailed	N/A	N/A	
(d)	<i>a Development Plan, which shall include details as to any proposed investments and socio-economic contributions of any type for the communities concerned. A Development Plan which shall establish appropriate sustainable development and social protection programs and structures, taking into account international best practice. A Development Plan should propose approaches for ensuring adequate housing, sanitation, roads, medical facilities, power and water supply, educational facilities, religious facilities and recreational opportunities. A Development Plan should also address economic development, employment and job creation in local communities, taking into account employment requirements established under the Mineral Law. Finally, a Development Plan must establish funding and implementation commitments.][Art.87(1).3 (R)];</i>	General	Yes	N/A	The General proposal is to include the amount of the financial commitment proposed by the Bidder.
(e)	An Environmental Impact Assessment (including a social impact assessment) Regulations [Regulation 87(1).1: An Environmental Clearance Report/Environmental Impact Assessment ("EIA"). An EIA shall include: (i) A description of the natural and human environment to be affected by the proposed exploitation activity; (ii) An identification and analysis of the type, duration, and intensity of potential environmental and social impacts of the proposed exploitation activity, including cumulative impacts of other mineral activities in the vicinity of the proposed exploitation activity; and (iii) An identification of appropriate mitigation measures to address the identified impacts of the proposed exploitation activity.] [Art.87(1).1 (R)];	General	Yes	N/A	
(f)	an Environmental Management Plan (including social mitigation, rehabilitation of the sites to be exploited and quarry closure plan) [Art. 89(2) (L)]: shall include the measures and methods planned for the protection of the environment and local populations, mitigation of social impacts, an emergency response plan, the elimination or mitigation of pollution, Mine or Quarry closure plan, the rehabilitation and restoration of the sites upon cessation or suspension of mineral activities, reclamation and the protection, resettlement and/or compensation of affected local populations and affected communities, and a description of the effectiveness of said measures.] [Wording from Regulation ( ): An	General	Yes	N/A	

	<b>Exploitation Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
	<p><i>Environmental Management Plan which shall describe how the License or License Holder will address the anticipated impacts of the proposed exploitation activities through the implementation of appropriate and coordinated environmental management mechanisms. Environmental Management Plans shall be based on international best practice and shall describe in detail how the License or License Holder will conduct its construction, operation, closure and rehabilitation of its exploitation activities and associated impacted land. In particular, an environmental management plan shall: (i) Describe specific measures to address identified environmental, human health and social impacts of the exploitation activities identified in the EIA, including measures to avoid or minimize impacts associated with construction and operation of the exploitation activities; (ii) Making use of proper and effective natural procedures consistent with the requirements of these Regulations for protection of water and soil quality; (iii) Present a mine closure plan; and (iv) Establish a monitoring program with regularly scheduled compliance assessment and reporting to Ministry of Mines to ensure implementation of and compliance with the Environmental Management Plan. .] [Art. 89(1).2 (L)]</i></p>				
(g)	<p>a Bidder must submit an Environmental Impact Statement and implement it upon the approval of the Environmental Protection Department as set out in Mineral Law[Art. 89(1).2 (L)]: "Environmental Impact Statement (EIS)" means a prior scientific foreseeable analysis of potential effects of an activity that would affect the environment and social conditions: (i) Analysis of the acceptable levels of these impacts on the environment and the mitigation measures for them; (ii) Mitigating the major impacts on the environment and social issues or other severe impacts; and (iii) Compensation of the damages to the affected communities.]: The Environmental Impact Statement shall contain the following before Commencement of Mineral Activities: (i) A description of the ecosystem including the flora and fauna, topography of the area, air quality, underground and surface water, a description of the social conditions in the area, and the direct and indirect impact of the proposed Mineral Activities on them; (ii) An analysis of the direct and indirect cumulative environmental and social impacts and risks of the proposed Mineral Activities, the natural aspects of the ecosystem which are affected qualitatively and quantitatively by the Mineral Activity; and (iii) the impacts of the Mineral Activity on local populations, affected communities and existing social conditions.]</p>	General	Yes	N/A	
(h)	<p>a commitment to prepare an environmental plan and evaluation of its impact according to provision of the Mining Regulations[Art.37(1).4 (R)];</p>	N/A	N/A	Yes	
(i)	<p>a commitment to prepare a development plan including proposed investments and any socio-economic contributions proposed for affected communities [Art.37(1).5 (R)];</p>	N/A	N/A	Yes	
(j)	<p>bankable feasibility study (the study must be at a level acceptable to a donor bank) [Art.37(1).6 (R)];</p>	N/A	N/A	Yes	The Commitment is to prepare a detailed bankable feasibility study in

	<b>Exploitation Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commitment</b>	<b>Explanatory Comments</b>
					accordance with the Model Travertine Contract.
(k)	proof of technical competence, expertise and track records in mining operations and environmental management of the senior technical and management personnel proposed to undertake the exploitation activities	Detailed	N/A	N/A	This is to include details of who will develop, extract and transport the quarry materials and who will design, and operate the Travertine Facility where such person is not the Bidder.
(l)	proof of financial capability and financial assurance to undertake the exploitation activities [ <b>Art.37(1).8 (R)</b> ];	Detailed	N/A	N/A	
(m)	business or corporate documentation confirming eligibility to hold exploitation rights [ <b>Art.37(1).9 (R)</b> ];	Detailed	N/A	N/A	
(n)	for Bidders that hold existing exploitation rights, the following shall be submitted in addition to the Bid requirements which are identified in this paragraph 5.3, whenever applicable [ <b>Art.37(3) (R)</b> ]:				
	(i) certification that the Bidder's other exploitation activities are in compliance with all Applicable Law and regulations, including the payment of applicable royalties, taxes and surface rights fees;	Detailed	N/A	N/A	
	(ii) a report on the status of mitigation and rehabilitation efforts in areas of existing exploration or exploitation activities;	Detailed	N/A	N/A	
	(iii) copies of annual activity reports;	Detailed	N/A	N/A	
(o)	other following document and papers as the Ministry may require [ <b>Art.37(4) (R)</b> ]:				
	(i) a statement of the technical qualifications and financial resources of the Bidder;	Detailed	N/A	N/A	
	(ii) if the Bid is on behalf of 2 or more persons, an explanation of each person's interest in the permit (including the percentage of the share of the permit that each person will hold);	Detailed	N/A	N/A	

<b>Exploitation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
(iii)	a statement of the proposed work program that provides an overview of how the quarrying area will be worked that includes:				
	A. the size, extent, type and location of the proposed exploitation operations;	General	No	N/A	
	B. the proposed exploitation methods to be used;	General	No	N/A	
	C. the proposed exploitation and production schedule;	General	No	N/A	
	D. the expected production and long-term exploitation scheme for exploitation of mineable resource;	General	No	N/A	
	E. the proposed start date for production;	Detailed	No	N/A	
	F. the proposed expenditure under the License for quarry exploitation; and	Detailed	No	N/A	
	G. if applicable, the point of valuation for calculation of royalty purposes; [ <b>Art.37 (R)</b> ]	Detailed	No	N/A	
(p)	<b>Feasibility Study Art.37 (1).6 (R)</b> ] In connection with any application by the Company to grant a License for Quarry Exploitation, the Company shall produce a study relating to the feasibility of the conduct of Quarrying within the Quarrying Areas prepared by: (i) an independent third-party agreed to by the Parties in writing; or (ii) by the Company and verified by an Independent Expert, on the basis of sound engineering and economic principles in accordance with Good Industry Practice. The Feasibility Study shall include those elements as the Parties may agree, but shall in any event include the following:				
	a. in respect of an License for Quarry Exploitation:				
	(i) a description and plan of the area over which License for Quarry Exploitation is sought;	General	No	N/A	
	(ii) a description of the technology processes to be used, in each case with the results of any laboratory or other tests designed to identify technologically appropriate methods for exploitation the quarrying materials involved;	General	No	N/A	

<b>Exploitation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>	
	(iii)	a general description of requirements associated with obtaining required permits, including the estimated cost of compliance and implementation of the Environmental Management Plan and Social Impact Assessment and Action Plan;	General	Yes	N/A	<b>The Bid should include details as to the estimated costs in particular.</b>
	(iv)	plans for electricity supply for Quarrying, including reliability and cost of services that includes an assessment of the potential for sharing electrical supplies and infrastructure with other users in ways that promote sustainable development of the communities in the local areas;	General	Yes	N/A	
	(v)	plans for disposal of waste rock and materials from Quarrying and its usage in backfilling and restoration;	General	Yes	N/A	
	(vi)	a description, plans and list of the proposed facilities (which include all infrastructure and associated facilities (such as communication, transportation, roads, and fresh and reclaimed water), the main structures, and the machinery and equipment), a specification of the raw materials and services (including electrical requirements and water) required, and an assessment of the potential for sharing such facilities and services with other users in ways that promote sustainable development of the communities in and around the Quarrying Areas and/or local areas (as applicable);	General	No	N/A	
	(vii)	an organisation chart and requirements for personnel;	General	No	N/A	
	(viii)	schedules to initiate construction and construction timetables;	General	No	N/A	
	(ix)	estimates, intended to be accurate to within fifteen per cent (15%), of capital costs and operation costs;	Detailed	No	N/A	
	(x)	an economic evaluation and financial analysis (including an estimated rate of return of investment and cash flow for the various phases of Quarrying), including probable future capital investments and an analysis of the financial viability of the Quarrying during the period of validity of the License for Quarry Exploitation; and	General	No	N/A	
	(xi)	a plan for the development of, and access to, infrastructure required and necessary for the development of the Quarrying and in a manner which is consistent with the obligations of the Company contained in Clause 8 (Infrastructure) of the Model Travertine Contract.	General	No	N/A	
b.	in addition, in respect of an License for Quarry Exploitation:					

Exploitation Bid Requirements			General/ Detailed	General Policies & Procedures	Commit ment	Explanatory Comments
	(i)	an estimate of resources and reserves scheduled for Travertine production that may be quarried in accordance with internationally accepted standards;	N/A	N/A	Yes	
	(ii)	an evaluation of the known deposits of Quarry Materials within the boundaries of the Quarrying Area, as well as the Quarry Materials which can be exploited in the Quarrying Areas; and	N/A	N/A	Yes	
	(iii)	an initial quarrying plan indicating expected recovery rates. <b>Art.37(1).6 (R)</b> ]	N/A	N/A	Yes	
(q)	<b>Environmental Impact assessment and Environmental Management Plan</b> [Art. 89(1).2 (L)]: In connection with any application by the Company to grant an License for Quarry Exploitation, the Company shall produce:					
	a.	an assessment of the impact of the proposed Quarrying on the Environment prepared in accordance with Applicable Law and based on sound engineering and economic principles, and having regard to Good Industry Practice and the Agreed Environmental and Social Standards, establishing a baseline of Environmental conditions existing at the Effective Date, and assessing the Quarrying-related Environmental effects and impacts	N/A	N/A	Yes	
	b.	a plan for the management of Environmental matters at the Quarrying Areas (which if prepared by the Bidder is verified by an independent environmental consulting firm recognised as having expertise in the international quarrying industry), based on the Environmental Impact Assessment and sound engineering and economic principles, and having regard to Good Industry Practice and the Agreed Environmental and Social Standards. The Environmental Management Plan shall, upon request by the Ministry, be made publicly available in a language and in a form that is accessible to affected communities in the Quarrying Areas, and shall be placed in the document files identified in Clause 28.1 of the Model Travertine Contract. The Environmental Management Plan shall include those elements as the Parties may agree, but shall in any event include the following:	N/A	N/A	Yes	
	(i)	measures that the Bidder intends to use to mitigate adverse consequences of the Quarrying as described in the Feasibility Study;	General	Yes	N/A	
	(ii)	plans for the management, remediation, rehabilitation and control of all Environmental aspects of the Quarrying, including:				
	A.	a plan to avoid, minimise, mitigate, rehabilitate and offset, where appropriate, impacts on biological diversity within the Quarrying Areas;	General	Yes	N/A	



Exploitation Bid Requirements				General/ Detailed	General Policies & Procedures	Commit ment	Explanatory Comments
		B.	a plan for preventing, minimising or mitigating adverse Environmental impacts to rivers and other potable water and ensuring that pollution does not cause unnecessary harm or destruction to human or animal life or fresh water fish or vegetation;	General	Yes	N/A	
		C.	in respect of Quarrying only, opportunities for the improved management and conservation of natural resources in the Quarrying Areas;	General	Yes	N/A	
		D.	in respect of Quarrying only, a plan to effectively manage soil resources to allow future use of the surface land consistent with the proposed post Quarrying land use;	General	Yes	N/A	
	(iii)		a description of the actions to be taken during any periods of temporary closure or cessation of operations and for the closure activities to be performed should closure be required prior to completion of the planned life of the Quarry Materials; and	General	Yes	N/A	
	(iv)		In respect of Quarrying only, a plan for concurrent reclamation to the extent practicable.	General	Yes	N/A	
(r)			the Social Impact Assessment and Action Plan (as set out in Clause 4.3 of the Travertine Model Contract)] In connection with any application to grant an License for Quarry Exploitation, the Company shall produce an impact assessment and action plan relating to Social issues in connection with the Quarrying in accordance with Good Industry Practice and the Agreed Environmental and Social Standards, which shall include those elements as the Parties may agree, but shall in any event include the following:	General	Yes	N/A	
	a.		provisions to prevent or minimise the potential adverse impact of Quarrying on the individuals and communities resident in and around: (i) the Quarrying Areas; and (ii) areas affected by the extraction or transport of Quarry Materials whether using Company owned infrastructure or infrastructure provided by the State or third parties;	General	Yes	N/A	
	b.		provisions to prevent or minimise unreasonable interference with the living conditions of the population lawfully settled within the Quarrying Areas and surroundings, and to cause the Company's employees and contractors to respect the customs of the local populations;	General	Yes	N/A	
	c.		provisions to mitigate negative social impacts on the local community, including housing, sanitation and public health measures of any temporary or permanent work force engaged by the Company;	General	Yes	N/A	

<b>Exploitation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
d.	provisions (with guidance from IFC Performance Standards, where appropriate or relevant) to:				
(i)	avoid or minimise displacement of persons or involuntary resettlement wherever feasible;	General	Yes	N/A	
(ii)	make satisfactory arrangements for payment of fair and reasonable compensation for any prospective damage to any crops, buildings, trees or works;	N/A	N/A	Yes	
(iii)	compensate the holders for the use of the surface area, where the surface rights to any land within the Quarrying Areas are held or owned by local or indigenous or tribal populations as recognised by Applicable Law or relevant customary law, at a rate agreed by the holder and the Company;	N/A	N/A	Yes	
(iv)	recognise the rights of surface right owners and occupiers, the rights of indigenous or tribal populations, or other communities in the Quarrying Areas, to continue utilising land within the Quarrying Areas for subsistence purposes, including grazing livestock, using water, cultivating crops, hunting game, and collecting fruits and fuel wood, provided that such subsistence use would not be unsafe and does not substantially interfere with Quarrying;	N/A	N/A	Yes	
(v)	provisions for developing a plan of resettlement if at any point a resettlement of the local population appears to be essential, having regard to the requirements of IFC Performance Standards including provisions to;	N/A	N/A	Yes	
A.	conduct full Consultation with local Governments and all persons who may be displaced or relocated, with the goal of developing a resettlement programme to which they consent;	General	Yes	N/A	
B.	mitigate adverse social and economic impacts by ensuring that resettlement activities are implemented with appropriate disclosure of information and Consultation;	General	Yes	N/A	
C.	improve, replace or restore the livelihoods of displaced persons to ensure in all material respects the availability of means of livelihood adequate to maintain an appropriate quality of life in the community; and	General	Yes	N/A	
D.	improve, replace or restore living conditions among displaced persons through provision of adequate housing with security of tenure at resettlement sites;	General	Yes	N/A	

<b>Exploitation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>	
	(vi)	a procedure where, if the surface of the Quarrying Areas is occupied by artisanal miners or persons conducting small scale mining and/or quarrying activity, the Company shall treat such persons as displaced persons and implement the resettlement under the provisions of paragraph (v) above, including a procedure to ensure that the resettlement plan is developed in Consultation with those artisanal miners or persons conducting small scale mining and/or quarrying activity; provided, however (subject to the Applicable Law) that the Company shall not be liable to compensate or resettle any artisanal miners who first occupy the Quarrying Areas after the Effective Date; and further provided that information regarding the Effective Date is well documented and disseminated throughout the Quarrying Areas in a culturally accepted manner; and	N/A	N/A	Yes	
	(vii)	a plan for the transition of the Quarrying Areas to a post Quarrying economy;	General	Yes	N/A	
	(viii)	a plan to establish appropriate sustainable development and social protection programmes and structures including the following:	General	Yes	N/A	
	A.	approaches to provide adequate housing, sanitation, roads, medical facilities, power and water supply, educational facilities, religious facilities and recreational opportunities; and	General	Yes	N/A	
	B.	measures to be adopted for economic development, employment, job creation in local communities, taking into account employment requirements established under the Applicable Law;	General	Yes	N/A	
(s)		the Financing Plan (as set out in Clause 4.4 of the Model Travertine Contract) In connection with any application to grant an License for Quarry Exploitation, the Company shall provide a plan relating to the financing of the Quarrying during the period of the License for Quarry Exploitation including such provisions as the Company may determine consistent with its commercial requirements and Good Industry Practice, including (but not limited to) in reasonable detail:	N/A	N/A	Yes	
	(i)	the identity and credit standing of the proposed Investors;	Detailed	N/A	N/A	This should include details of any proposed investors.
	(ii)	the amount and form of equity to be contributed by the Investors in the Company;	Detailed	N/A	N/A	
	(iii)	the amount of all loans to be provided to the Company by the Lenders;	Detailed	N/A	N/A	

<b>Exploitation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
(iv)	the maximum proposed debt;	Detailed	N/A	N/A	
(v)	the debt equity ratio (which shall be equal to or less than the Required Ratio); and	Detailed	N/A	N/A	
(vi)	confirmation that under the repayment schedule for all initial debt financing such debt shall be amortised to zero within not more than 12 years from the date of initial drawdown,	Detailed	N/A	N/A	
	As such Financing Plan may be amended from time to time in accordance with this Contract. The Company shall be responsible for raising all of the financing necessary to implement the Financing Plan;	N/A	N/A	Yes	
(t)	the Closure Plan (as set out in Clause 4.6 of the Model Travertine Contract) In connection with any application to grant an License for Quarry Exploitation, the Company shall provide a plan with respect to:	N/A	N/A	Yes	
a.	the closure of the Quarrying and rehabilitation of the Quarrying Areas; and/or	N/A	N/A	Yes	
	The Closure Plan shall address the anticipated Environmental, Social and economic state of the Quarrying Areas during the period of the License for Quarry Exploitation, and shall be prepared in Consultation with communities in the Quarrying Areas and local areas (as applicable). It shall be consistent with any Community Development Agreements, and prepared in a manner which is consistent with guidance provided by the planning for integrated mine closure toolkit and related guidance published by the International Council on Mining and Metals; and	N/A	N/A	Yes	
(u)	The Life of Quarry Plan (as set out in Clause 4.5 of the Travertine Model Contract). In connection with any application to grant an License for Quarry Exploitation the Company shall provide a plan of the proposed work programme that provides an overview of how the Quarrying Areas shall be exploited, which shall include those elements as the Parties may agree but shall in any event include the following:	N/A	N/A	Yes	
a.	the size, extent, type and location of the proposed Quarrying;	General	N/A	N/A	
b.	the proposed quarrying methods to be used;	General	N/A	N/A	
c.	the proposed exploitation and production schedule;	General	N/A	N/A	
d.	the expected production and long-term quarrying scheme for Quarrying within the Quarrying Area;	General	N/A	N/A	

<b>Exploitation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
e.	the proposed Date of Commencement of Commercial Production (clause 1.1, “Date of commencement of Commercial Production” of the Model Travertine Contract);	General	N/A	N/A	
f.	any proposed further Quarrying; and	General	N/A	N/A	
g.	The proposed expenditure for the Quarrying.	General	N/A	N/A	
The Environmental Management Plan shall be updated prior to any major change to the Life of Quarry Plan.		General	N/A	N/A	

## Part 3

### Processing Bid Requirements

#### Processing Bid Requirements

This Processing Bid Requirements table reflects the requirements for bidding for a Processing License.

Terms used in this Processing Bid Requirements table shall be construed as follows:

“**General**” shall mean:

- (a) A bid requirement to provide proposals in respect of the relevant bid requirement in an appropriate level of detail consistent with: (i) any explanatory comments in this table; (ii) Good Industry Practice; and (iii) all of the information available to the Bidder at the time of its Bid; and
- (b) A commitment to provide further detailed proposals that are connected with such original proposal and which, subject to the Ministry’s absolute discretion, shall not include any terms less favourable to the Ministry than those contained within such original proposal.

“**Detailed**” shall mean a bid requirement to provide a detailed proposal in accordance with all of the terms of the relevant bid requirement in this table and any explanatory comments relating to such bid requirement.

“**General Policies and Procedures**” shall mean a bid requirement to provide details of the relevant policies and procedures the Bidder proposes are applicable to the relevant bid requirement in this table. This shall also include the bid requirement for Case Studies as defined below.

“**Case Studies**” shall mean a minimum of 2 case studies and a maximum of 3 case studies which the Bidder proposes are applicable to the relevant bid requirement in this table.

“**Commitment**” shall mean a commitment by the Bidder to provide the relevant bid requirement in accordance with the terms of the Model Travertine Contract and in accordance with any relevant explanatory comments in respect of such bid requirement.

Any terms used in this Part 3 of Appendix 6 to the RFP, but not defined above or in the RFP shall have the meaning ascribed to such terms in the Model Travertine Contract.

	<b>Processing Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
(a)	proof of technical competence, expertise and track records in mining operations of the senior technical and management personnel proposed to undertake the processing [Art.37(1).7 (R)];	Detailed	N/A	N/A	This is to include details of who will develop, extract and transport the quarry materials and who will design, and operate the Travertine Processing plan where such person is not the Bidder.
(b)	for Bidders that hold existing processing rights, the following shall be submitted in addition to the Bid requirements which are identified in this Part 3 of Appendix 6, whenever applicable [Art.37(3) (R)]:				
	(i) certification that the Bidder's other processing activities are in compliance with all Applicable Law and regulations, including the payment of applicable royalties, taxes and surface rights fees;	Detailed	N/A	N/A	
	(ii) a report on the status of mitigation and rehabilitation efforts in areas of processing activities;	Detailed	N/A	N/A	
	(iii) copies of annual activity reports;	Detailed	N/A	N/A	
(c)	other following document and papers as the Ministry may require [Art.37(4) (R)]:				
	(i) if the Bid is on behalf of 2 or more persons, an explanation of each person's interest in the permit (including the percentage of the share of the permit that each person will hold);	Detailed	N/A	N/A	
	(ii) a statement of the proposed work program that provides an overview of how the Site will be worked that includes:				
	A. the proposed processing methods to be used;	General	No	N/A	
	B. the proposed processing and production schedule;	General	No	N/A	
	C. the expected production and long-term processing scheme for processing of mineable resource;	General	No	N/A	

Processing Bid Requirements		General/ Detailed	General Policies & Procedures	Commit ment	Explanatory Comments
	D. the proposed start date for production;	Detailed	No	N/A	
	E. if applicable, the point of valuation for calculation of royalty purposes; [Art.37 (R)]	Detailed	No	N/A	
(d)	<b>Feasibility Study Art.37 (1).6 (R)]</b> In connection with any application by the Company to grant a Processing License, the Company shall produce a study relating to the feasibility of the conduct of Processing within the Site prepared by: (i) an independent third-party agreed to by the Parties in writing; or (ii) by the Company and verified by an Independent Expert, on the basis of sound engineering and economic principles in accordance with Good Industry Practice. The Feasibility Study shall include those elements as the Parties may agree, but shall in any event include the following:				
	a in respect of a Processing License:				
	(i) a description and plan of the area over which the Processing License is sought;	General	No	N/A	
	(ii) a general description of requirements associated with obtaining required permits, including the estimated cost of compliance and implementation of the Environmental Management Plan and Social Impact Assessment and Action Plan;	General	Yes	N/A	<b>The Bid should include details as to the estimated costs in particular.</b>
	(iii) an organisation chart and requirements for personnel;	General	No	N/A	
	(iv) a plan for the development of, and access to, infrastructure required and necessary for the development of the Processing and in a manner which is consistent with the obligations of the Company contained in Clause 8 (Infrastructure) of the Model Travertine Contract; and	General	No	N/A	
	(v) The information required at clause 8.1(a) of the Model Travertine Contract.	Detailed	Yes	N/A	
(l)	a detailed description of the proposed investigations the Bidder will need to carry out prior to commencing processing, including minimum work obligations, timescale and estimated expenditures [Art.12(1).5 (R)];	Detailed	N/A	N/A	



## **Part 4**

### **Design Facility and Operation Bid Requirements**

#### **Design Facility and Operation Bid Requirements**

This Design Facility and Operation Bid Requirements table reflects the requirements for bidding for the right to design, build and operate a new Travertine production facility.

Terms used in this Design Facility and Operation Bid Requirements table shall be construed as follows:

**“General”** shall mean:

- (a) a bid requirement to provide proposals in respect of the relevant bid requirement in an appropriate level of detail consistent with: (i) any explanatory comments in this table; (ii) Good Industry Practice; and (iii) all of the information available to the Bidder at the time of its Bid; and
- (b) a commitment to provide further detailed proposals that are connected with such original proposal and which, subject to the Ministry’s absolute discretion, shall not include any terms less favourable to the Ministry than those contained within such original proposal.

**“Detailed”** shall mean a bid requirement to provide a detailed proposal in accordance with all of the terms of the relevant bid requirement in this table and any explanatory comments relating to such bid requirement.

**“General Policies and Procedures”** shall mean a bid requirement to provide details of the relevant policies and procedures the Bidder proposes are applicable to the relevant bid requirement in this table. This shall also include the bid requirement for Case Studies as defined below.

**“Case Studies”** shall mean a minimum of 2 case studies and a maximum of 3 case studies which the Bidder proposes are applicable to the relevant bid requirement in this table.

**“Commitment”** shall mean a commitment by the Bidder to provide the relevant bid requirement in accordance with the terms of the Model Travertine Contract and in accordance with any relevant explanatory comments in respect of such bid requirement.

Any terms used in this Part 4 of Appendix 6 to the RFP, but not defined above or in the RFP shall have the meaning ascribed to such terms in the Model Travertine Contract.

		<b>Design Facility and Operation Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
(a)		a detailed description of the proposed investigations the Bidder will need to carry out prior to commencing Design Facility operation of the Travertine production facility, including minimum work obligations, timescale and estimated expenditures;	Detailed	N/A	N/A	
(b)		proof of technical competence, expertise and track records in Design Facility operation of Travertine production facilities .	Detailed	N/A	N/A	
(c)		proof of financial capability and financial assurance to undertake the Design Facility and operation;	Detailed	N/A	N/A	
(d)	(i)	if the Bid is on behalf of 2 or more persons, an explanation of each person’s interest in the Design Facility and operation;	Detailed	N/A	N/A	
	(ii)	a statement of the proposed work program that provides an overview of how the Site will be worked that includes:				
	A.	the size, extent, type and location of the proposed Travertine production facility;	General	No	N/A	
	B.	the proposed Design Facility and operation schedule.	General	No	N/A	
(e)	(i)	a description and plan of the area where the Travertine production facility will be situated;	General	No	N/A	
	(ii)	a general description of requirements associated with obtaining required permits, including the estimated cost of compliance and implementation of the Environmental Management Plan and Social Impact Assessment and Action Plan;	General	Yes	N/A	<b>The Bid should include details as to the estimated costs in particular.</b>
	(iii)	plans for electricity supply for Design Facility and operation of the Travertine production facility, including reliability and cost of services that includes an assessment of the potential for sharing electrical supplies and infrastructure with other users in ways that promote sustainable development of the communities in the local areas;	General	Yes	N/A	
	(iv)	plans for the disposal of waste residue and materials from the Design Facility and operation of the Travertine production facility;	General	Yes	N/A	

		<b>Design Facility and Operation Bid Requirements</b>	<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
	(v)	a description, plans and list of the proposed facilities (which include all infrastructure and associated facilities (such as communication, transportation, roads, and fresh and reclaimed water), the main structures, and the machinery and equipment), and services (including electrical requirements and water) required, and an assessment of the potential for sharing such facilities and services with other users in ways that promote sustainable development of the communities in and around the Travertine production facility;	General	No	N/A	
	(vi)	an organisation chart and requirements for personnel;	General	No	N/A	
	(vii)	a plan for the development of, and access to, infrastructure required and necessary for the development of the Travertine production facility and in a manner which is consistent with the obligations of the Company contained in Clause 8 (Infrastructure) of the Model Travertine Contract; and	General	No	N/A	
	(viii)	The information required at clause 8.1(a) of the Model Travertine Contract.	Detailed	Yes	N/A	
(f)	<b>Environmental Impact assessment and Environmental Management Plan</b> In connection with any application by the Company to Design Facility and operate the Travertine production facility, the Company shall produce:					
	a.	an assessment of the impact of the proposed Travertine production facility on the Environment prepared in accordance with Applicable Law and based on sound engineering and economic principles, and having regard to Good Industry Practice and the Agreed Environmental and Social Standards, establishing a baseline of Environmental conditions existing at the Effective Date, and assessing the facility-related Environmental effects and impacts	N/A	N/A	Yes	
	b.	a plan for the management of Environmental matters at the Travertine production facility (which if prepared by the Bidder is verified by an independent environmental consulting firm recognised as having expertise in the international Travertine production industry), based on the Environmental Impact Assessment and sound engineering and economic principles, and having regard to Good Industry Practice and the Agreed Environmental and Social Standards. The Environmental Management Plan shall, upon request by the Ministry, be made publicly available in a language and in a form that is accessible to affected communities in the Travertine production facility, and shall be placed in the document files identified in Clause 28.1 of the Model Travertine Contract. The Environmental Management Plan shall include those elements as the Parties may agree, but shall in any event include the following:	N/A	N/A	Yes	

<b>Design Facility and Operation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
	(i) measures that the Bidder intends to use to mitigate adverse consequences of the Design Facility and operation of the Travertine production facility as described in the Feasibility Study;	General	Yes	N/A	
	(ii) plans for the management, remediation, rehabilitation and control of all Environmental aspects of the Design Facility and operation of the Travertine production facility, including:				
	A. a plan to avoid, minimise, mitigate, rehabilitate and offset, where appropriate, impacts on biological diversity within the Travertine production facility;	General	Yes	N/A	
	B. a plan for preventing, minimising or mitigating adverse Environmental impacts to rivers and other potable water and ensuring that pollution does not cause unnecessary harm or destruction to human or animal life or fresh water fish or vegetation;	General	Yes	N/A	
	C. the adequacy, stability and safety of all construction and maintenance operations;	General	Yes	N/A	
	(iii) a description of the actions to be taken during any periods of temporary closure or cessation of operations and for the closure activities to be performed should closure be required prior to completion of the planned life of the Quarry Materials.	General	Yes	N/A	
(g)	the Social Impact Assessment and Action Plan (as set out in Clause 4.3 of the Model Travertine Contract) In connection with any application to Design Facility and operate the Travertine production facility, the Company shall produce an impact assessment and action plan relating to Social issues in connection with the Quarrying in accordance with Good Industry Practice and the Agreed Environmental and Social Standards, which shall include those elements as the Parties may agree, but shall in any event include the following:	General	Yes	N/A	
	a. provisions to prevent or minimise the potential adverse impact of the Design Facility and operation of the Travertine production facility on the individuals and communities resident in and around: (i) the Travertine production facility; and (ii) areas affected by the Design Facility and operation of the Travertine production facility whether using Company owned infrastructure or infrastructure provided by the State or third parties;	General	Yes	N/A	
	b. provisions to prevent or minimise unreasonable interference with the living conditions of the population lawfully settled within the Site and surroundings, and to cause the Company's employees and contractors to respect the customs of the local populations;	General	Yes	N/A	

Design Facility and Operation Bid Requirements		General/ Detailed	General Policies & Procedures	Commit ment	Explanatory Comments
c.	provisions to mitigate negative social impacts on the local community, including housing, sanitation and public health measures of any temporary or permanent work force engaged by the Company;	General	Yes	N/A	
d.	provisions (with guidance from IFC Performance Standards, where appropriate or relevant) to:				
(i)	avoid or minimise displacement of persons or involuntary resettlement wherever feasible;	General	Yes	N/A	
(ii)	make satisfactory arrangements for payment of fair and reasonable compensation for any prospective damage to any crops, buildings, trees or works;	N/A	N/A	Yes	
(iii)	compensate the holders for the use of the surface area, where the surface rights to any land within the Site are held or owned by local or indigenous or tribal populations as recognised by Applicable Law or relevant customary law, at a rate agreed by the holder and the Company;	N/A	N/A	Yes	
(iv)	recognise the rights of surface right owners and occupiers, the rights of indigenous or tribal populations, or other communities in the Site, to continue utilising land within the Site for subsistence purposes, including grazing livestock, using water, cultivating crops, hunting game, and collecting fruits and fuel wood, provided that such subsistence use would not be unsafe and does not substantially interfere with Design Facility and operation of the Travertine production facility; <b>[Art. 38(1) (L)]</b>	N/A	N/A	Yes	
(v)	provisions for developing a plan of resettlement if at any point a resettlement of the local population appears to be essential, having regard to the requirements of IFC Performance Standards including provisions to;	N/A	N/A	Yes	
A.	conduct full Consultation with local Governments and all persons who may be displaced or relocated, with the goal of developing a resettlement programme to which they consent;	General	Yes	N/A	
B.	mitigate adverse social and economic impacts by ensuring that resettlement activities are implemented with appropriate disclosure of information and Consultation;	General	Yes	N/A	
C.	improve, replace or restore the livelihoods of displaced persons to ensure in all material respects the availability of means of livelihood adequate to maintain an appropriate quality of life in the community; and	General	Yes	N/A	

<b>Design Facility and Operation Bid Requirements</b>				<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
		D.	improve, replace or restore living conditions among displaced persons through provision of adequate housing with security of tenure at resettlement sites;	General	Yes	N/A	
	(vi)		a plan for the transition of the Travertine production facility to a post Processing economy;	General	Yes	N/A	
	(vii)		a plan to establish appropriate sustainable development and social protection programmes and structures including the following:	General	Yes	N/A	
		A.	approaches to provide adequate housing, sanitation, roads, medical facilities, power and water supply, educational facilities, religious facilities and recreational opportunities; and	General	Yes	N/A	
		B.	measures to be adopted for economic development, employment, job creation in local communities, taking into account employment requirements established under the Applicable Law;	General	Yes	N/A	
(h)	the Financing Plan (as set out in Clause 4.4 of the Model Travertine Contract) In connection with any application to Design Facility and operate the Travertine production facility, the Company shall provide a plan relating to the financing of the Travertine production facility including such provisions as the Company may determine consistent with its commercial requirements and Good Industry Practice, including (but not limited to) in reasonable detail:			N/A	N/A	Yes	
	(i)	the identity and credit standing of the proposed Investors;		Detailed	N/A	N/A	This should include details of any proposed investors.
	(ii)	the amount and form of equity to be contributed by the Investors in the Company;		Detailed	N/A	N/A	
	(iii)	the amount of all loans to be provided to the Company by the Lenders;		Detailed	N/A	N/A	Bidder to provide an indicative letter or term sheet from lender(s) showing a summary of the principal terms and conditions, including conditions precedent to commitment, closing and initial drawdown.

<b>Design Facility and Operation Bid Requirements</b>		<b>General/ Detailed</b>	<b>General Policies &amp; Procedures</b>	<b>Commit ment</b>	<b>Explanatory Comments</b>
(iv)	the maximum proposed debt;	Detailed	N/A	N/A	
(v)	the debt equity ratio (which shall be equal to or less than the Required Ratio); and	Detailed	N/A	N/A	
(vi)	confirmation that under the repayment schedule for all initial debt financing such debt shall be amortised to zero within not more than 12 years from the date of initial drawdown,	Detailed	N/A	N/A	
	as such Financing Plan may be amended from time to time in accordance with this Contract. The Company shall be responsible for raising all of the financing necessary to implement the Financing Plan;	N/A	N/A	Yes	
(j)	the Bidder shall provide details as to how many Afghan locals would be employed in relation to the Design Facility and operation of the Travertine production facility;	Detailed	No	N/A	
(k)	a statement setting out the form in which the Travertine will be sold (e.g. slab) and how this is to be transported from the Travertine production facility;	General	N/A	N/A	
(t)	A commitment that the bidder will provide full access to the Ministry to the bidder's records and quarry(s) and Travertine production facility;	N/A	N/A	Yes	
(i)	Full details of any corrective measures for any identified production problems.	Detailed	N/A	Yes	These details should include timeframes for these corrective measures

<b>Summary report:</b>	
<b>Litéra® Change-Pro 10.1.0.200 Document comparison done on 12/19/2018 11:13:54 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://HLWEST/DENVER/3291526/1	
<b>Modified DMS:</b> iw://HLWEST/DENVER/3291526/3	
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<del>Delete</del>	99
<del>Move From</del>	8
<u>Move To</u>	8
<u>Table Insert</u>	4
<del>Table Delete</del>	3
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>244</b>