



جمهوری اسلامی افغانستان
Islamic Republic of Afghanistan

Ministry of Agriculture, Irrigation and Livestock

NATIONAL COMPETITIVE BIDDING

For

PROCUREMENT OF WORKS FOR
ESTABLISHMENT OF MICRO GREEN HOUSE
FOR HORTICULTURE COMPONENT OF
NHLP/MAIL

National Horticulture and Livestock Project (NHLP)

NHLP Grant No: TF 013820 and Project ID: P143841

Procurement Plan Reference: HC-CW-2019-89

IFB Ref. No: MAIL/ARTF/NHLP/NCB – HC-CW-2019-89

June 18, 2019

Most Important Points for the Bidders

1. Please submit only those documents which are mentioned in ITB 13.1 i.e.
 - (a) Duly filled and **signed** Bid Form (in the format indicated in Section IV);
 - (b) **Valid** Bid Security document in original,
 - (c) Duly **Signed** Priced Bill of Quantities;
 - (d) Duly **Signed** Qualification Information Form and all the self-attested documents mentioned (below the relevant paragraphs) in this form;
 - (e) Eligibility document i.e. attested **copy of current AISA certificate** along with written power of attorney of the signatory of the Bid, if the bid form is not signed by president or vice president of the company;
 - (f) Other required documents such as **authority letter to seek references from the Bidder's bankers** etc.
2. Please ensure that the **Bid Form is duly filled and signed.**
3. Please ensure that the bid security is for the specified amount and it is **valid for 118 days** after the deadline date of bid submission.
4. Please ensure that the self-attested copies of all the documents required for Post Qualification Examination are duly attached. Following are most important:
 - i. Adequate details of the payments received during any one year in which total received amount was more than the amount specified in Section II Bid datasheet clause ITB 5.5(a)
 - ii. Copy of contract Completion Certificate (or Last Payment Certificate) ,**BOQ** and complete address (with email address and phone number of the employer for the similar work (refer Bid datasheet clause ITB 5.5(b))
 - iii. CVs of Contract Manger and Site Engineer
 - iv. Proof of availability of Liquid assets (Bank Statement etc.)
5. Please ensure that all the pages of your bid are **duly numbered and properly bound** with an index at the top.
6. **Please do not submit any extra documents (such as fact sheet etc.). If any other document is required it will be requested at the time of bid evaluation.**

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Section I. Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

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| 1. Scope of Bid | <p>1.1 The Employer as defined¹ in Section II “Bidding Data Sheet” (BDS), invites bids for the construction of Works, as described in the BDS and Section VI, “Special Conditions of Contract” (SCC). The name and identification number of the Contract are provided in the BDS and the SCC.</p> <p>1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS and SCC 1.1 (r).</p> <p>1.3 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; and (c) “day” means calendar day. |
| 2. Source of Funds | <p>2.1 The Borrower, as defined in the BDS, intends to apply part of the funds of a loan from the World Bank, as defined in the BDS, towards the cost of the Project, as defined in the BDS, to cover eligible payments under the Contract for the Works. Payments by the World Bank shall be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and shall be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.</p> <p>2.2 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.</p> |

¹ See Section V, “General Conditions of Contract,” Clause 1. Definitions.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.² In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice"³ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice"⁴ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice"⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice"⁶ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or

² In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

³ "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁴ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁵ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁶ a "party" refers to a participant in the procurement process or contract execution.

threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.
 - (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
 - (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.
- 3.2 Furthermore, bidders shall be aware of the provision stated in GCC Sub-Clause 59.2 (h).

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the provisions of Section III, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in

conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors.

- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the Works, and any of its affiliates **shall not be eligible to bid.**
- 4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of such debarred firms is available at the electronic address **specified in the BDS.**
- 4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.
- 4.5 Government-owned enterprises in the Employer 's country may be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not a dependent agency of the Borrower or Sub-Borrower.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualifications of the Bidder

- 5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification

information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS**.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in the BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-

Clause 5.3 above for each joint venture partner;

- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (f) a copy of the Joint venture Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) an average annual financial amount of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in

disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.
- 5.7 Domestic bidders and joint ventures of domestic bidders applying for eligibility for a 7½-percent margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.

6. One Bid per Bidder

- 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

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| 7. Cost of Bidding | 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs. |
| 8. Site Visit | 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. |

B. Bidding Documents

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| 9. Contents of Bidding Documents | 9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11: |
|---|---|

Invitation for Bids

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Eligible Countries
Section IV	Forms of Bid, Qualification Information, Letter of acceptance, Agreement
Section V	General Conditions of Contract
Section VI	Special Conditions of Contract
Section VII	Specifications
Section VIII	Drawings
Section IX	Bill of Quantities
Section X	Forms of Securities

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| 10. Clarification of Bidding Documents | 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the BDS . The Employer shall respond to any request for clarification received earlier than 21 days prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source. |
| 11. Amendment of Bidding Documents | <p>11.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.</p> <p>11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all</p> |

purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 All documents relating to the Bid shall be in the language **specified in the BDS.**

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Bid (in the format indicated in Section IV);
- (b) Bid Security, or Bid-Securing Declaration, in accordance with ITB Clause 17, if required;
- (c) priced Bill of Quantities;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS.**

14. Bid Prices

- 14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

- 14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

- 14.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided**

for in the BDS and SCC and the provisions of Clause 47 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and GCC Clause 47.

15. Currencies of Bid and Payment

- 15.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency of the Employer's country as **specified in the BDS**. Foreign currency requirements shall be indicated as percentages of the Bid price (excluding provisional sums) and shall be payable at the option of the Bidder in up to three foreign currencies.
- 15.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.
- 15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.4 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices, **if required in the BDS**, are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Securing Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 17.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be

adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

**17. Bid Security
and Bid-
Securing
Declaration**

17.1 **If required in the BDS**, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration in original form as specified in the BDS.

17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in the currency of the Employer's country or the currency of the Bid or in another freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution;
- (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security or Bid-Securing Declaration included in Section X "Security Forms," or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 17.5 are invoked;
- (e) be submitted in its original form; copies shall not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security or the Bid- Securing Declaration of unsuccessful Bidders shall be returned as promptly as possible

upon the successful Bidder's furnishing of the performance security.

17.5 The Bid Security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security .

17.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 34; or furnish a performance security in accordance with ITB 35;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

18. Alternative Proposals by Bidders

18.1 Alternatives shall not be considered, unless specifically **allowed in the BDS**. If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:

- (a) Option One. A bidder may submit alternative bids with the base bid and the Employer shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or
- (b) Option Two. A bidder may submit an alternative bid with

or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.

18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

**19. Format and
Signing of Bid**

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**20. Submission,
Sealing and
Marking of
Bids**

20.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS**. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and SCC; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

**21. Deadline for
Sub-mission of
Bids**

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

- 22. Late Bids** 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.
- 23. Withdrawal, Substitution and Modification of Bids** 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or "WITHDRAWAL," "SUBSTITUTION," OR "MODIFICATION" as appropriate.
- 23.3 No Bid may be substituted or modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid -Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid

E. Bid Opening and Evaluation

- 24. Bid Opening** 24.1 The Employer shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security or Bid-Securing Declaration, if required, and such other details as the Employer may consider appropriate, shall be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that

are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders

24.4 The Employer shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.

25. Confidentiality 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

26. Clarification of Bids 26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness 27.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Security or the Bid Securing Declaration, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

28.2 The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid-Securing Declaration executed in accordance with ITB Sub-Clause 17.5 (b).

29. Currency for Bid Evaluation

29.1 Bids shall be evaluated as quoted in the currency of the Employer's Country in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Employer's currency using the exchange rates prescribed in ITB Sub-Clause 15.2.

30. Evaluation and Comparison of Bids

30.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork, where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5 Not Applicable.

31. Preference for Domestic Bidders

31.1 If so **indicated in the BDS**, domestic contractors may receive a margin of preference in Bid Evaluation, for which this clause shall apply.

31.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 7½ percent margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:

- (a) be registered within the country of the Employer's country ;
- (b) have majority ownership by nationals of the country of the

Employer's country ;

- (c) not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.

31.3 The following procedure shall be used to apply the margin of preference:

- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 31.2; and
 - (ii) Group B: all other bids.
- (b) For the purpose of further evaluation and comparison of bids only, an amount equal to 7½ percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 30.2 shall be added to all bids classified in Group B.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

**33. Employer's
Right to
Accept any Bid
and to Reject
any or all Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

**34. Notification of
Award and
Signing of
Agreement**

34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the Employer shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.

34.3 The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be signed by the Employer and sent to the successful Bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Employer.

34.4 The Employer shall publish in *UNDB online* and in the *dgMarket* the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations for the failure of their bids. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Employer in writing to explain on which grounds its bid was not selected.

- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee or Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the country of the Employer, or by a foreign bank acceptable to the Employer through a correspondent bank located in the Employer's country.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.
- 36. Advance Payment and Security**
- 36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.
- 37. Adjudicator**
- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the SCC at the request of either party.

Section II. Bidding Data Sheet

A. General																																																																			
ITB 1.1	<p>The Employer is Ministry of Agriculture, Irrigation & Livestock, Islamic Republic of Afghanistan</p> <p>The Works are:</p> <table><tr><th colspan="4">Distribution List of Micro Greenhouse for Targeted Regions</th></tr><tr><th>S. No</th><th>Region</th><th>Unit</th><th>No of Greenhouse</th></tr><tr><td>1</td><td>Center Region</td><td>Piece</td><td>500</td></tr><tr><td colspan="3">Total Number of Greenhouse for Center Region</td><td>500</td></tr><tr><td>1</td><td>East Region (Nangarhar)</td><td>Piece</td><td>400</td></tr><tr><td colspan="3">Total Number of Greenhouse for East Region</td><td>400</td></tr><tr><td>1</td><td>West Region (Herat)</td><td>Piece</td><td>150</td></tr><tr><td colspan="3">Total Number of Greenhouse for West Region</td><td>150</td></tr><tr><td>1</td><td>North Region (Balkh)</td><td>Piece</td><td>350</td></tr><tr><td colspan="3">Total Number of Greenhouse for North Region</td><td>350</td></tr><tr><td>1</td><td>Northeast Region (Kundoz)</td><td>Piece</td><td>400</td></tr><tr><td colspan="3">Total Number of Greenhouse for Northeast Region</td><td>400</td></tr><tr><td>1</td><td>Southwest Region (Kandahar)</td><td>Piece</td><td>250</td></tr><tr><td colspan="3">Total Number of Greenhouse for Southwest Region</td><td>250</td></tr><tr><td>1</td><td>South Region (Paktia)</td><td>Piece</td><td>350</td></tr><tr><td colspan="3">Total Number of Greenhouse for Southwest Region</td><td>350</td></tr></table> <p>The name and identification of the contract package is:</p> <p>Name: Procurement of Works for Establishment of Micron Greenhouse for Horticulture Component of NHLP/MAIL</p> <p>Identification No: MAIL/ARTF/NHLP/NCB – HC - CW-2019-89</p>			Distribution List of Micro Greenhouse for Targeted Regions				S. No	Region	Unit	No of Greenhouse	1	Center Region	Piece	500	Total Number of Greenhouse for Center Region			500	1	East Region (Nangarhar)	Piece	400	Total Number of Greenhouse for East Region			400	1	West Region (Herat)	Piece	150	Total Number of Greenhouse for West Region			150	1	North Region (Balkh)	Piece	350	Total Number of Greenhouse for North Region			350	1	Northeast Region (Kundoz)	Piece	400	Total Number of Greenhouse for Northeast Region			400	1	Southwest Region (Kandahar)	Piece	250	Total Number of Greenhouse for Southwest Region			250	1	South Region (Paktia)	Piece	350	Total Number of Greenhouse for Southwest Region			350
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ITB 1.2	<p>The Intended Completion Period is:</p> <p>120 days from contract start date (Contract signing date), which excludes slack period of about 0 days for flood/adverse weather conditions and resolving community/farmers needs/disputes etc.</p>																																																																		
ITB 2.1	<p>The Borrower is: Islamic Republic Of Afghanistan</p>																																																																		
ITB 2.1	<p>The “World Bank” means International Development Association (IDA), and loan refers to ARTF grant administered by the World Bank which, as of the date of issue of the bidding documents has been approved by the World Bank.</p> <p>The Project is: National Horticulture and Livestock Project</p> <p>The Grant number is: TF 013820 and Project ID: P143841</p>																																																																		

ITB 3.2	Replace existing ITB 3.2 with following: 3.2 Furthermore, bidders shall be aware of the provision stated in ITB 17.5(d)				
ITB 4.3	The list of firms debarred from participating in World Bank projects is available at: http://www.worldbank.org/debarr/				
ITB 5.3	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: Replace 5.3 (f) as below: There is no change in 5.3 (a),(b),(c),(d),(e),(g),(h) (i) and (j). 5.3 (f) Bidders shall submit information confirming reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three (3) years. Bidders may submit accountant certified copy of the financial statements signed by the owner or principal partner firm if audit reports are not available.				
ITB 5.3 (j)	The ceiling for sub contractor's participation is: N/A				
ITB 5.4	The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows: N/A				
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as follows: None				
ITB 5.5 (a)	<p>Replace the clause 5.5 (a) to read as follows: The minimum required annual volume turnover in any one of the last five years shall be as follows for :</p> <table border="1"> <tr> <th>Description</th><th>Amount in Afghani</th></tr> <tr> <td>Annual Volume Turnover</td><td>AFN – 98,000,000.00</td></tr> </table> <p>For the purpose of calculating the net present value of the previous year's turn over an average inflation rate of last five years in Afghanistan shall be taken 10% per year based on the date from fiscal policy unit of Ministry of Finance.</p> <p>Note: 1. Only verifiable amounts received by the company for works will be considered for calculating of annual turnover</p> <p>2. If we have advertised more than one civil works package either in the IFB in which this bidding is advertised or any other IFB one month prior or one month after this IFB and if the bidder wishes to qualify for award of the contract for more than one package (advertised in any of these IFBs), then the bidder must demonstrate having required annual volume of construction work to meet the aggregate of the qualifying criteria for the individual packages/lots. Not – Applicable.</p>	Description	Amount in Afghani	Annual Volume Turnover	AFN – 98,000,000.00
Description	Amount in Afghani				
Annual Volume Turnover	AFN – 98,000,000.00				

ITB 5.5 (b)	<p>The number is:</p> <p>One verifiable prime similar contract in establishment of greenhouse during last:</p> <p>5 Years.</p> <table border="1" data-bbox="477 417 1398 531"> <tr> <th>Description</th><th>Amount in Afghani</th></tr> <tr> <td>Similar Contract in Establishment of Greenhouse</td><td>AFN – 60,000,000.00</td></tr> </table>	Description	Amount in Afghani	Similar Contract in Establishment of Greenhouse	AFN – 60,000,000.00
Description	Amount in Afghani				
Similar Contract in Establishment of Greenhouse	AFN – 60,000,000.00				
ITB 5.5 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be: Not – Applicable.</p> <p>Bidders are allowed to propose different equipment with sufficient information to establish that their capacity is equivalent or more than the above.</p>				
ITB 5.5 (e)	<p>Replace ITB clause 5.5 (e) to read as follows:</p> <p>The bidder should have liquid assets and/or sanctioned credit facilities shall be:</p> <table border="1" data-bbox="464 909 1362 984"> <tr> <th>Description</th><th>Amount in Afghani</th></tr> <tr> <td>Liquid Assets</td><td>AFN – 19,500,000.00</td></tr> </table> <p>1. In case of bank balance it is clarified that the balance available on any date during the bidding period (i.e. between the date of advertisement and date of bid opening (before deadline time) will only be considered and, if required by the employer, the bidder shall demonstrate the availability of the required amount at any time before award of the contract”.</p> <p>2. If the bidder requests to club the amount of two or more different bank statements, all the submitted bank statements should demonstrate the closing balance of the date (prior to bid opening date) on which availability of amount is claimed. If claimed date is date of bid opening the balance should be at deadline time of submission of bids.</p>	Description	Amount in Afghani	Liquid Assets	AFN – 19,500,000.00
Description	Amount in Afghani				
Liquid Assets	AFN – 19,500,000.00				
ITB 5.5 (f)	<p>Add 5.5(f) as given below.</p> <p>(f) In case a bidder makes misleading or false representations in the forms, statements and an attachment submitted in proof of the qualification requirements or submits a fake document, it will also be considered as fraudulent practice as per ITB 3.</p>				
ITB 5.6	Subcontractors’ experience and resources shall not be taken into account.				
B. Bidding Documents					
ITB 10.1	The Employer’s address for clarification is:				

	<p>Attention:</p> <p>Mr. Mohammadullah “Sahil” Procurement Director Procurement Directorate (PD) Ministry of Agriculture, Irrigation and Livestock (MAIL) Jamal Mina, Karti Sakhi, Kabul Afghanistan Telephone: +93 (0) 202922450 E-mail: procurement.goods@mail.gov.af or mohammadullah.sahil@mail.gov.af</p>
10.2	<p>Add ITB 10.2 as follows:</p> <p>10.2 In order to explain the procedure of proper preparation and submission of bid, clarify issues and to answer questions on any matter that may be raised at that stage,</p> <p><u>A Pre-bid meeting will be arranged:</u></p> <p>Date: July 07, 2019 Time: 10:00 AM Kabul Local Time Place: Procurement Directorate Building, Ministry of Agriculture, Irrigation and Livestock, Jamal Mian, Kart-e-Sakhi</p> <p>The bidder or their official representatives are invited to attend a pre-bid meeting at the above place and time.</p> <p>Bidders are advised to attend the Pre-Bid meeting in their own interest. However, non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p> <p>The minutes of pre-bid meeting will be prepared and sent across to all the prospective bidders who have brought the bid documents up to date of pre bid meeting and also immediately after the pre bid meeting.</p>
C. Preparation of Bids	
ITB 12.1	The language of the bid is: English
ITB 13.1	Any additional materials required to be completed and submitted by the Bidders: documents mentioned in Bidding data sheet ITB 5.3, ITB 5.5(a) and ITB 5.5 (c) of page no. 31
ITB 14.4	The Contract is not subject to price adjustment in accordance with GCC Clause 47.

ITB 15.1	<p>The sub-clause 15.1 is modified as follows: -</p> <p>The prices shall be quoted by the bidder in: Afghani or equivalent</p> <p>Note: The bidder shall quote in any currency. The bids received other currency will be converted to Afghani as per rate of exchange (selling rate) published by the Da Afghanistan Bank based on rate of exchange (selling rate) prevailing on the date of bid opening and contract will be concluded in Afghani and paid accordingly.</p>
ITB 15.2, 15.3 and 15.4	Deleted
ITB 16.1	The Bid shall be valid for 90 days .
ITB 17.1	<p>Bid shall include a Bid Security issued by a bank acceptable to the employer (Bank Guarantee in the format included in Section X (Security Forms) or Bank Certified cheque/Bank draft).</p> <p>Other forms such as personal or company cheque or cash are not acceptable forms of Bid Security.</p>
ITB 17.2	<p>The Bid Security amount is:</p> <p><u>AFN – 2,400,000.00</u></p> <p>It shall remain valid for a period of 28 days beyond the validity period of, as extended, if applicable,</p>
ITB 17.5	<p>Add 17.5 (d) as under:</p> <p>(d) If the bidder is debarred pursuant to the article 49 of Afghanistan Procurement Law.</p>
ITB 17.7	Not applicable.
ITB 18.1	Alternative Bids shall not be considered.
ITB 19.1	The number of copies of the Bid to be completed and returned shall be One original and Two Copies (comprising all sections of the bid).
D. Submission of Bids	
ITB 20.1	<p>Bidders may submit their bids electronically: No.</p> <p>(Bids received by Fax/Email shall not be accepted).</p>
ITB 20.2 (a)	<p>The Employer's address for the purpose of Bid submission is.</p> <p>Mr. Mohammadullah "Sahil" Procurement Director Procurement Directorate (PD)</p>

	Ministry of Agriculture, Irrigation and Livestock (MAIL) Jamal Mina, Karti Sakhi, Kabul Afghanistan Telephone: +93 (0) 202922450 E-mail: procurement.goods@mail.gov.af or mohammadullah.sahil@mail.gov.af
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet.
ITB 20.2 (c)	The warning should read “DO NOT OPEN BEFORE, July 20, 2019, Time: 10:00 AM, Local Time Kabul Afghanistan. ”
ITB 21.1	The deadline for submission of bids shall be July 20, 2019, Time: 10:00 AM, Local Time Kabul Afghanistan.
E. Bid Opening and Evaluation	
ITB 24.1	<p><u>The Bid opening shall take place at:</u></p> <p>Street Address: Ministry of Agriculture, Irrigation and Livestock, Jamal Minia, Kart-e- Sakhi, Kabul - Afghanistan</p> <p>Floor/ Room number: Procurement Directorate Office</p> <p>City: Kabul</p> <p>Country: Afghanistan</p> <p>Date: July 20, 2019</p> <p>Time: 10:00 AM Kabul Local Time</p> <p>In the event that the Bid Opening date is declared a holiday, then the Bids will be opened on the same time and location on the next working day.</p>
ITB 29.1	Replace clause 29.1 as “ 29.1 Bids shall be evaluated in Afghani ”
ITB 31.1	Domestic contractors shall not receive a margin of preference in Bid evaluation.
ITB 32.2	Add 32.2 as given below: “32.2 An affirmative determination of qualification criteria detailed in ITB 5.5 and 5.6 shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.”
ITB 32.3 Purchaser’s Right to Vary	Add 32.3 as given below: “32.3 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of any item originally specified in

Quantities at Time of Award	Section IX Bill of Quantities, provided this does not exceed 30 percent of the total bid price, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents
ITB 34.4	Replace ACBAR online and in the NPA with “Ministry’ website (www.mail.gov.af)
F. Award of Contract	
ITB 35.1	The Standard Form of Performance Security acceptable to the Employer shall be a Bank Guarantee or the contractor shall submit a letter authorizing the employer to retain the amount specified in GCC from the first payment and if the first payment is not adequate than from the subsequent payments.
ITB 36.1	As per the latest directive of Government of Afghanistan, no Advance Payment shall be made.
ITB 37.1	Deleted

Section III. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004 and Revised October 1, 2006, revised May 2010, January 2011 the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

Nil

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

Nil

**Section IV. Forms of Bid, Qualification Information,
Letter of Acceptance, and Agreement**

1. Contractor's Bid

The Bidder shall fill in and submit this Bid form with the Bid.

No:

Date *<date>*

Identification No and Title of Contract: MAIL/ARTF/NHLP/NCB – HC-CW-2019-89
(Procurement of Works for Establishment of Small Greenhouse for Horticulture Component of NHLP//0)

To:

Procurement Dictator

Ministry of Agriculture, Irrigation & Livestock,

Jamal Mina, Karte Sakhi, Kabul University Road, Kabul Afghanistan

Having examined the Bidding Documents, including addenda *[insert list]*, we offer to execute the **Establishment of Micro Greenhouse for Horticulture Component of NHLP**) in accordance with the GCC (read with SCC), specifications and drawings accompanying the Bidding document for this package for the Contract Price as under:

Contract Price (In Afghanis) <i>[insert amount in figures]</i>	Contract Price (In Afghanis) <i>[insert amount in Words]</i>

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and a valid Bid Security as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, or under the Employer's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>(if none, state "none")</u>		

-
1. Signature of duly Authorized person*: _____
 2. Name and Title of Signatory: _____
 3. Name of Bidder Company#: (As given in AISA Regn Certificate) _____
 4. AISA Registration No: _____
 5. Full Address of Bidder Company: _____
 6. Email Address: _____
 7. Phone No: _____

* Please submit a written power of attorney of the signatory of the Bid, if the bid form is not signed by president or vice president of the company;

If the name given in AISA Regn Certificate differs from the name given here or in stamp, the contract will be in the name as given in AISA Regn Certificate.

2. Qualification Information

معلومات در باره واجد شرایط بودن

[The information to be filled in by bidders in the following pages shall be used for purposes of post qualification or for verification of prequalification as provided for in ITB Clause 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]

معلوماتی که در اوراق پایینی باید درج و خانه پری گردد، برای مقاصد ارزیابی بعدی و تصدیق واجد شرایط بودن کمپنی ها (در ارزیابی ابتدایی) استعمال خواهد گردید، طوری که در ماده 5-ارایه گردیده است. قابل تذکر است که این معلومات نباید درج اسناد قرارداد گردد، اسناد اضافی ضروری که با این اوراق ضمیمه میگردد باید به زبان انگلیسی ترجمه گردد، و اسناد متذکره باید اپدید گردیده باشد،

1. Eligibility Details (For Individual Bidders or Individual Members of Joint Ventures)

قرار دادی های انفرادی و یا بشکل فعالیت های مشترک (میان چند قراردادی)

1.1 Constitution or legal status of Bidder: [attach copy]

تاسیس و یا وضعیت قانونی قرارداری (کپی اسناد ضمیمه گردد)

Place of registration: [insert]

محل رجسٹریشن

Principal place of business: [insert]

محل اصلی / تجارت

Power of attorney of signatory of Bid: [attach]

صلاحیت وکلالت امضای آفر

1.2 Annual amounts of construction works performed during the last the last five years.

حجم و مقدار کار های ساختمانی انجام شده در جریان 5 سال اخیر

Serial	Year	Amount of Construction work (In terms of Payments Received) in Afghanis	Remarks, if any
1			
2			
3			
4			
5			

1.2 B - In order to verify one of the above claims, the bidder should provide following details of the payments received during any one year in which total received amount was more than the amount specified in Section II Bid datasheet clause

ITB 5.5(a). The bidder may either get these details certified by a chartered Accountant or submit photocopies of all main (High Value) payment certificates/vouchers (referred in the following table) for our verification.

Srl	Date of receipt of Payment	Payment certificate/voucher number	Amount Received		Contract No and Date	Contract Awarding Authority	Name of Work	Remarks, if any
			In currency of payment (with currency)	(in equivalent Afghanis)				
1								
2								
etc.								
			Total					

لطفاً جزییات را در اخیر (1-1) ضمیمه نماید.

- 1.3 List of works (minimum one work of minimum amount specified in Section II Bid Data Sheet clause ITB 5.5 (b)) performed as prime Contractor over the last five years and of nature and complexity equivalent to our work [The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s]

(Note: The bidder will report only verifiable works

لست حد اقل یکی از کار ها مشابه در جریان 5 سال اخیر، که مقدار آن در سکتشن 2 ارایه معلومات در ماده (ب) 5.5 مشخص گردیده است، (مقدار پول بایده عین واحد مطابق ماده بالای 1.2 نشان داده شود. و همچنان لست تفصیلی کار های تحت کار با ارایه تاریخ تخمینی تکمیل کار نشان داده شود)

Please enclose (i) an attested photo copy of contract (ii) Completion Certificate from awarding/executing authority or Last Payment Certificate.

اسناد ذیل باید شامل گردد: (1) فوتو کاپی از تصدیق قرارداد. (2) تصدیق از تکمیل کارهای انجام شده از طرف کار فرما.

Sr l	Project name and Location نام پروژه و مملکت	Name and address (including email address and phone number) of client and contact person نام مشتری و شخص قراردادی	Name of work performed* and contract No and date نوع کارهای انجام شده و سال آن	Start Date	End Date (If ongoing - % completed)	Value of contract (national currency equivalent) ارزش قرارداد (معادل پول مروجه)	Remarks, if any
1							
2							
3							

<p>* Illustrate how the above work is equivalent to our works in nature and complexity. توضیحات در باره اینکه چگونه کار بالای معادل است در برابر کارهای ما از لحاظ ماهیت و پیچیدگی و مرکبات آن.</p>							

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. [List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]

لست اقلام عمده تجهیزات قراردادی بمنظور کار پیشنهاد شده

Item of equipment اقلام تجهیزات	Minimum Number required	Description, make, and age (years) تشریحات، ساخت، عمر و سال	Condition (new, good, poor) and number available شرایط (نو، خوب، و یا قابل استفاده - تعداد موجود آن)	Owned, leased (from whom?), or to be purchased (from whom?) شخصی، اجاره ای (از کی) و یا خریداری شده (از کی)

Not- Applicable.

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. [Attach biographical data. Refer also to ITB Sub-Clause 5.3 (e) and GCC Sub-Clause 9.1.] N/A

شایستگی و تجارب پرسونل کلیدی پیشنهاد شده قراردادی برای اداره و انجام کارها.

Position موقف	Name/Names نام	Years of experience (general)* سال های تجارب (بشکل عموم)	Years of experience in proposed position* سالهای تجربه کاری برای رشته پیشنهاد شده

Please attach CV of the above persons

1.6 Proposed subcontracts and firms involved. Refer to GCC

قراردادی فرعی پیشنهاد شده و کمپنی دخیل (بامراجعه در کلاس 7).

Sections of the Works بخش کارها	Value of subcontract ارزش قرارداد کننده فرعی	Subcontractor (name and address) نام و آدرس قرارداد کننده فرعی	Experience in similar work تجارب در کار های مشابه
(a)			
(b)			

1.7 Financial reports for the last 3 years: balance sheets, profit and loss statements, auditors' reports, etc. [List below and attach copies.]

راپور مالی برای 3 سال، بیلانس شیت، توضیحات نفع و ضرر، راپور تفتیش (حسابرس) و غیره

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc.

List below and attach copies of support documents.

شواهد برای دستیابی به منابع مالی که برآورد کننده مقتضیات واجد شرایط باشد. پول نقد، کرایت لین و غیره. لیست پایینی و و انضمام کپی های از اسناد حمایتی.

Name of Bank/Account No/ Name of account holder*	Available Balance with date	Attachment No
نام بانک، نمبر حساب، نمبر دارنده حساب	بیلاتس موجوده با ارایه تاریخ	نمبر ضمیمه

Any other document to show availability of Liquid assets to meet Qualification requirement given in ITB 5.5(e) -----

سایر اسناد و مدارک منحصی تصدیق کننده موجودیت سرمایه مورد نیاز واجد شرایط که در ماده 5.5 داده شده است

*** Please attach the Bank Statement**

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

نام، ادرس، تلفون، تلکس، نمبر بانک و نمبر های فکسمیل بانک که میتواند منحصی مرجع تهیه کننده پول در صورت تماس کار فرما.

1.10 Information on current litigation(s) in which the Bidder is involved.

معلومات در باره دعواهای قضایی جاری- که قراردادی در آن دخیل میباشد!

Other party(ies)	Cause of dispute	Amount involved
سایر بخش ها	علت مناقشه	مقدار ارزش
(a)		
(b)		

1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

پروگرام پیشنهاد شده (میتود کار و برنامه) تشریحات، نقشه و چارت های که ضرورت است در مطابقت با مقتضیات اسناد افر

2. Joint Ventures	<p>2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.</p> <p>2.2 The information in 1.11 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.</p> <p>2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:</p> <ul style="list-style-type: none">(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. Additional Requirements	<p>3.1 Bidders should provide any additional information required in the BDS.</p>



Islamic Republic of Afghanistan
Ministry of Agriculture, Irrigation & Livestock (MAIL)
National Horticulture and Livestock Project (NHLP)



3. Letter of Acceptance

[letterhead paper of the Employer]

[insert date]

Identification No and Title of Contract: **MAIL/ARTF/NHLP/NCB – HC-CW-2019-89**,
 Contract **MAIL/ARTF/NHLP/NCB – CW-2018-85]** for *Procurement of Works for
 Establishment of Micro Green house for Horticulture Component of NHLP*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the **Procurement of Works for Establishment of Micro Green house for Horticulture Component of NHLP under IFB No: MAIL/ARTF/NHLP/NCB – HC-CW-2019-89** *[Running serial number Contract (to be inserted)]* for the Contract Price of the equivalent of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Bid Documents, and (b) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Agreement

4. Agreement

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”) and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute **of Establishment of Micro Greenhouse for Horticulture Component of NHLP under IFB No: MAIL/ARTF/NHLP/NCB – HC-CW-2019-89** *[Running serial number Contract (to be inserted)]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of *[Witness entity]* _____
was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____
in the presence of: _____

Binding Signature of Employer *[signature of an authorized representative of the Employer]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor]*

Section V. General Conditions of Contract (GCC)

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
- (b) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (c) **Compensation Events** are those defined in GCC Clause 44 hereunder.
- (d) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (e) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.
- (f) The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- (g) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (h) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- (i) **Days** are calendar days; months are calendar months.
- (j) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (k) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (l) The **Defects Liability Certificate** is the certificate issued

-
- by Project Manager upon correction of defects by the Contractor.
- (m) The **Defects Liability Period** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.
 - (n) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (o) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
 - (p) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
 - (q) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
 - (r) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
 - (s) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
 - (t) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (u) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
 - (v) **SCC** means Special Conditions of Contract
 - (w) The **Site** is the area **defined as such in the SCC**.
 - (x) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
 - (y) **Specification** means the Specification of the Works

included in the Contract and any modification or addition made or approved by the Project Manager.

- (z) The **Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (aa) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (bb) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (cc) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (dd) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,

	(g)	Drawings,
	(h)	Bill of Quantities, and
	(i)	any other document listed in the SCC as forming part of the Contract.
3. Language and Law	3.1	The language of the Contract and the law governing the Contract are stated in the SCC .
4. Project Manager's Decisions	4.1	Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation	5.1	The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications	6.1	Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting	7.1	The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. Other Contractors	8.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
9. Personnel	9.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC , to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
	9.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the

	work in the Contract.
10. Employer's and Contractor's Risks	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks	12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
13. Insurance	13.1 The Contractor shall provide, in the joint names of the Employer

and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports **referred to in the SCC**, supplemented by any information available to the Bidder.

15. Queries about the Special Conditions of Contract

15.1 The Project Manager shall clarify queries on the **SCC**.

16. Contractor to Construct the Works	16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
17. The Works to Be Completed by the Intended Completion Date	17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
18. Approval by the Project Manager	<p>18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>18.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p>
19. Safety	19.1 The Contractor shall be responsible for the safety of all activities on the Site.
20. Discoveries	20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
21. Possession of the Site	21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
22. Access to the Site	22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23. Instructions, Inspections and Audits	<p>23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>23.2 The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Contractor's attention is drawn to Sub-Clause 60.1 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 23.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).</p>
24. Disputes	<p>24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.</p>
25. Procedure for Disputes	<p>25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>25.2 The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.</p> <p>25.3 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the SCC.</p>
26. Replacement of Adjudicator	<p>26.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be</p>

designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

B. Time Control

27. Program

- 27.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

- 28.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 28.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Acceleration

- 29.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the

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- Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 29.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 30. Delays Ordered by the Project Manager**
- 30.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 31. Management Meetings**
- 31.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 32. Early Warning**
- 32.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 33. Identifying Defects**
- 33.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a

	Defect and to uncover and test any work that the Project Manager considers may have a Defect.
34. Tests	34.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
35. Correction of Defects	35.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC . The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
36. Uncorrected Defects	36.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

37. Bill of Quantities	37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
38. Changes in the Quantities	38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
	38.3 If requested by the Project Manager, the Contractor shall provide

]the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
39. Variations	39.1 All Variations shall be included in updated Programs produced by the Contractor.
40. Payments for Variations	<p>40.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p> <p>40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
41. Cash Flow Forecasts	41.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
42. Payment Certificates	<p>42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>42.2 The Project Manager shall check the Contractor's monthly</p>

statement and certify the amount to be paid to the Contractor.

- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

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44. Compensation Events

44.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- I The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The [advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the

Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

...45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

46. Currencies

46.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the SCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “C.”

47.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.

48.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

50. Bonus

50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52. Securities

52.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

53. Dayworks

53.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

53.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

53.3 The Contractor shall be paid for Day works subject to obtaining

signed Day works forms.

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

55. Completion

55.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

57. Final Account

57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

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- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required; and
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**.

59.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

60. Corrupt or Fraudulent Practices

60.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 59.5 shall apply.

60.2 Should any employee of the Contractor be determined to have

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.1 [Personnel].

60.3 For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁷ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁸ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹⁰ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 23 [Instructions,

⁷ “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁹ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ a “party” refers to a participant in the procurement process or contract execution.

Inspections and Audits].

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| 61. Payment upon Termination | <p>61.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>61.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> |
| 62. Property | <p>62.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.</p> |
| 63. Release from Performance | <p>63.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p> |
| 64. Suspension of World Bank Loan or Credit | <p>64.1 In the event that the World Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:</p> <ul style="list-style-type: none"> (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the World Bank's suspension notice. (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice. |

Section VI. Special Conditions of Contract

A. General																																																																				
GCC 1.1 (o)	The Employer is Ministry of Agriculture, Irrigation & Livestock, Islamic Republic of Afghanistan																																																																			
GCC 1.1 (r)	The Intended Completion Period for the whole of the works shall be 120 calendar days from contract start date (Contract signing date), which excludes slack period of about days for flood/adverse weather conditions and resolving community/farmers needs/disputes etc.. If the work is not started within the period mentioned in clause GCC 1.1 (z) of SCC, the contractual completion date shall be worked out from date of issue of acceptance letter by adding the period mentioned in clause GCC 1.1 (z) of SCC.																																																																			
GCC 1.1 (u)	The Project Manager shall be: Civil Engineer of NHLP																																																																			
GCC 1.1 (w)	<table><tr><th colspan="4">Distribution List of Micro Greenhouse for Targeted Regions</th></tr><tr><th>S. No</th><th>Region</th><th>Unit</th><th>No of Greenhouse</th></tr><tr><td>1</td><td>Center Region</td><td>Piece</td><td>500</td></tr><tr><td colspan="3">Total Number of Greenhouse for Center Region</td><td>500</td></tr><tr><td>1</td><td>East Region (Nangarhar)</td><td>Piece</td><td>400</td></tr><tr><td colspan="3">Total Number of Greenhouse for East Region</td><td>400</td></tr><tr><td>1</td><td>West Region (Herat)</td><td>Piece</td><td>150</td></tr><tr><td colspan="3">Total Number of Greenhouse for West Region</td><td>150</td></tr><tr><td>1</td><td>North Region (Balkh)</td><td>Piece</td><td>350</td></tr><tr><td colspan="3">Total Number of Greenhouse for North Region</td><td>350</td></tr><tr><td>1</td><td>Northeast Region (Kundoz)</td><td>Piece</td><td>400</td></tr><tr><td colspan="3">Total Number of Greenhouse for Northeast Region</td><td>400</td></tr><tr><td>1</td><td>Southwest Region (Kandahar)</td><td>Piece</td><td>250</td></tr><tr><td colspan="3">Total Number of Greenhouse for Southwest Region</td><td>250</td></tr><tr><td>1</td><td>South Region (Paktia)</td><td>Piece</td><td>350</td></tr><tr><td colspan="3">Total Number of Greenhouse for Southwest Region</td><td>350</td></tr></table>				Distribution List of Micro Greenhouse for Targeted Regions				S. No	Region	Unit	No of Greenhouse	1	Center Region	Piece	500	Total Number of Greenhouse for Center Region			500	1	East Region (Nangarhar)	Piece	400	Total Number of Greenhouse for East Region			400	1	West Region (Herat)	Piece	150	Total Number of Greenhouse for West Region			150	1	North Region (Balkh)	Piece	350	Total Number of Greenhouse for North Region			350	1	Northeast Region (Kundoz)	Piece	400	Total Number of Greenhouse for Northeast Region			400	1	Southwest Region (Kandahar)	Piece	250	Total Number of Greenhouse for Southwest Region			250	1	South Region (Paktia)	Piece	350	Total Number of Greenhouse for Southwest Region			350
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GCC 1.1 (z)	The Start Date shall be 14 days from the date of Letter of Acceptance.																																																																			
GCC 1.1 (dd)	The work is: As reflected in GCC 1.1 (w) Identification No: MAIL/ARTE/NHLP/NCB – HC-CW-2019-89																																																																			
GCC 2.2	Sectional Completions are: Not applicable.																																																																			
GCC 2.3(i)	The following documents also form part of the Contract:																																																																			
GCC 3.1	The language of the contract is English. The law that applies to the Contract is the law of Islamic Republic of Afghanistan.																																																																			

GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	Key Personnel: N/A
GCC 9.3	<p>Add GCC 9.3 as under: N/A</p> <p>The contractor shall make following essential equipment available for the proper execution of the contract.</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be: Not-Applicable</p> <ul style="list-style-type: none"> (a) The maximum deductible for insurance of the Works and of Plant and Materials is Afghani 100,000. (b) The minimum cover for insurance of the Works and of Plant and Materials is 110 % of the contract price. (c) The maximum deductible for insurance of Equipment is Afghani 250,000. (d) The minimum cover for loss or damage to Equipment is replacement value of the proposed equipment. (e) The maximum deductible for insurance for loss or damage to property (except the works, plant, materials and equipment) in connection with the contract is Afghani 250,000. (f) The minimum for insurance for loss or damage to property (except the works, plant, materials and equipment) in connection with the contract is 150% of the Contract Price. (g) The minimum cover for personal injury or death insurance <ul style="list-style-type: none"> (i) for the Contractor's employees is Afghani 1,250,000 per event. (ii) and for other people is Afghani 1,250,000 per event. <p>If the insurance is not available, the contractor may self insure as above. An affidavit may be provided with details.</p>
GCC 14.1	Site Investigation Reports are: N/A
GCC 15.1	Replace 15.1 as given below: N/A
GCC 21.1	The Site Possession Date(s) shall be: 14 days from the date of Letter of Acceptance.
GCC 24.1	Replace "Adjudicator" with "Arbitration"

GCC 25.1 and 25.2	Deleted
GCC 25.3	<p>The dispute settlement mechanism to be applied pursuant to GCC Clause 25.3 shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Minister, responsible for execution of the contract.</p> <p>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Minister, responsible for execution of the contract. Shall appoint the arbitrator. A certified copy of the order of the Minister, responsible for execution of the contract, making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Kabul, Afghanistan, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English unless otherwise agreed by both the parties.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Afghani 150 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely Minister, responsible for execution of the contract.</p>

	(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor/supplier by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.
GCC 26.1	Deleted
B. Time Control	
GCC 27.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of Letter of Acceptance.
GCC 27.3	The period between Program updates is 30 days . The amount to be withheld for late submission of an updated Program is 100,000 Afghanis .
C. Quality Control	
GCC 35.1	The Defects Liability Period is: 6 months .
D. Cost Control	
GCC 43.1	Deleted
GCC 46.1	The currency of the Employer's country is: Afghani
GCC 47.1 and 47.2	The Contract is not subject to price adjustment in accordance with GCC clause 47.
GCC 48.1	The proportion of payments retained is: 10 percent.
GCC 49.1	The liquidated damages for the whole of the Works are 0.1 percent of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is ten (10) percent of the final Contract Price.
GCC 50.1	The Bonus is not applicable in this contract.
GCC 51.1	As per the latest directive of Government of Afghanistan, no Advance Payment shall be made.
GCC 52.1	The Performance Security shall be 10 percent of the contract price. The standard form of Performance Security acceptable to the Employer shall be an Unconditional Bank Guarantee of the type presented in Section 10 of the Bidding Documents.
E. Finishing the Contract	

GCC 58.1	Operating and maintenance manual required: No. As build drawings required: No.
GCC 58.2	Deleted
GCC 59.2 (g)	The maximum number of days is: 120 Days.
GCC 61.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 30 percent.

Section VII. Specifications

(Attached Separately)

Section VIII. Drawings: Not-Applicable
(Attached Separately)

Bill of Quantities

Bill of Quantities for Establishment of Small Greenhouse

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
1	Galvanized Pipe for arch 1.25 inch 6 meter length for first and last arch	Pcs	4,800		
2	Galvanized Pipe for arch 0.5 inch 6 meter length	Pcs	26,400		
3	Galvanized Pipe Supporter ¾ inch 6 meter length	Pcs	14,400		
4	Galvanized Pipe horizontal Supporter ¾ inch 1 meter length	Pcs	9,600		
5	Galvanized Pipe Vertical Supporter 0.5 inch 20 cm length	Pcs	9,600		
6	Galvanized Pipe Stand 1 inch 1 meter length	Pcs	62,400		
7	Clam 1.25 inch	Pcs	19,200		
8	Supporter ¾ inch 6 meter length for both side of door	Pcs	2,400		
9	Nut & bolt	Pcs	19,200		
10	Profile 30x40 for Door frame with paint	Meter	19,200		
11	Clasp for door frame and Kunda	Pcs	4,800		
12	Handle for door metallic good quality	Pcs	2,400		
13	Plastic (UV+IR+EVA 180 Micron) 8 meter wide	Meter	43,200		
14	Plastic net for greenhouse for door and last arch (A grade)	Meter	12,000		
15	Rope with 3 mm thickness for tightening plastic (20 line)	Meter	576,000		
16	Rope for fixing the vegetable	Kg	2,400		
17	Fabrication Cost	No	2,400		
Total for Bill No. 1 _____ (Carried forward to Summary, p. ____)					

Section X. Security Forms

Bid-Securing Declaration

(Not Applicable)

Form of Bid Security (Bank Guarantee)

*[If required, the **Bank/Bidder** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Performance Bank Guarantee (Unconditional)

*[The **bank/successful Bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]*

[Insert bank's name and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year],*¹² whichever

¹¹ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Employer.

¹² Insert the date twenty-eight days after the expected Completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee."

occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s) of an authorized representative(s) of the Bank]

Letter in lieu of Performance Bank Guarantee**(Not Applicable)***[Provide this letter in contractor's letterhead]***Date:** *[insert date]**From,**[insert Contractor's name, and address]***Dear Sir,**

We *[insert name of Contractor]* (hereinafter called "the Contractor") will enter into Contract No. *[insert reference number of the Contract]* with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. We are not able to provide the Bank Guarantee. We hereby authorize you to recover Afghani ----- as specified in GCC 52.1 from the first payment and if the first payment is not adequate than from the subsequent payments.

Sincerely

[signature(s) of an authorized representative(s) of the Contractor and company seal]

Bank Guarantee for Advance Payment (Not Applicable)

*The **bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

[insert Bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

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

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*¹³) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of

¹³ *The Guarantor shall insert an amount representing the amount of the Advance Payment and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

[insert month], [insert year],¹⁴ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[insert signature(s)) of authorized representative(s) of bank]

¹⁴ *Insert the expected expiration date of the Time For Completion. The Employer should note that in the event of an extension of the Time For Completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “ We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”*

Invitation for Bid (IFB)

ISLAMIC REPUBLIC OF AFGHANISTAN
Ministry Of Agriculture, Irrigation & Livestock
National Horticulture and Livestock Project
NATIONAL COMPETITIVE BIDDING

Invitation for Bids (IFB)

For

**Procurement of Works for Establishment of Micro Greenhouse for
Horticulture Component of NHLP**

IFB No: MAIL/ARTF/NHLP/NCB – HC-CW-2019-89

Date of Issue: June 18, 2019

Date of Pre-Bid Meeting: July 07, 2019, at 10:00 AM Kabul Local Time

Date of Opening: July 20, 2019, at 10:00 AM Kabul Local Time

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business* published on **December 31, 2012**.
2. The Islamic Republic of Afghanistan, Ministry of Agriculture, Irrigation & Livestock has received a grant from the **Afghanistan Reconstruction Trust Fund (ARTF)** toward the cost of On-Farm Water Management Project, and it intends to apply part of the proceeds of this grant to payments under the Contract for **the Sub project given in para 3 below**.
3. The On-Farm Water Management Project, acting on behalf of the Ministry of Agriculture, Irrigation & Livestock, now invites sealed bids from eligible and qualified bidders for the **Procurement of Works for Establishment of Micro Greenhouse for Horticulture Component under IFB No: MAIL/ARTF/NHLP/NCB – HC-CW-2019-89** The construction period is **120 days** which **includes slack period of 0 days for flood/adverse weather conditions and resolving community/farmers needs/disputes etc.**
4. Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits* dated January 2011 and revised in July 2014 and is open to all bidders from Eligible Source Countries as defined in the Bidding Documents.
5. Interested eligible bidders may obtain further information from Procurement Section, of National Horticulture and Livestock Project of Ministry of Agriculture, Irrigation & Livestock (MAIL) and inspect the Bidding Documents at the address given below from **8:00 to 16:00 Hrs** from **Saturday to Wednesday (Except public holidays)**.

6. **Qualifications requirements include:**

a). **The minimum required annual volume turnover in any one of the last five years shall be as follows for:**

Description	Amount in Afghani
Annual Volume Turnover	AFN – 98,000,000.00

b). The number is:

One verifiable prime similar contract in establishment of greenhouse

During last: **5 Years.**

Description	Amount in Afghani
Similar Contract in Establishment of Greenhouse	AFN – 60,000,000.00

c). The bidder should have liquid assets and/or sanctioned credit facilities shall be:

Description	Amount in Afghani
Liquid Assets	AFN – 19,500,000.00

d). Project manager who has graduated from the civil engineering faculty and has 5 years of work Experience in construction management works. N/A

Site civil engineer which has graduated from civil engineering faculty and has 3 years of experience in construction works: N/A

F) The amount of the Bid Security shall be:

AFN – 2,400,000.00

It shall remain valid for a period of 28 days beyond the validity period of Bids, as extended, if applicable

For detailed post qualification verification please refers to Section I - Instructions to Bidders and Section II- Bid Data Sheet of the bidding documents.

A margin of preference for eligible national contractors/joint ventures shall not be applied.

7. A complete set of Bidding Documents in English may be obtained free of charge by interested bidders on the submission of a written application to the address below or sending an e-mail to the address below. The Bidding Documents will be sent by electronic mail.

8. The bidders or their authorized representatives are invited to attend a **pre-bid meeting which will take place on July 07, 2019, at 10:00 AM Kabul Local Time in the NHLP Meeting hall evergreen building 3rd, floor**, to explain the procedure of proper preparation and submission of bid, clarify issues and to answer questions on any matter that may be raised at that stage.

9. Bids must be delivered to the address below at or before **July 20, 2019, at 10:00 AM Kabul Local Time** (*if the submission date is announced an official holiday, then bids must be submitted next working day at the same time and venue*). Electronic bidding shall not be permitted. Late bids will be rejected. Bids will be opened physically in the presence of the bidders' representatives who choose to attend in person at the address below at **July 20, 2019, at 10:00 AM Kabul Local Time**

10. The address referred to above is:

Mohammadullah "Sahil"

Procurement Director

Procurement Directorate (PD)

Ministry of Agriculture, Irrigation and Livestock (MAIL)

Jamal Mina, Karti Sakhi, Kabul Afghanistan

Telephone: +93 (0) 202922450

E-mail : procurement.goods@mail.gov.af or mohammadullah.sahil@mail.gov.af