



**ISLAMIC REPUBLIC OF AFGHANISTAN**  
**Independent Directorate of Local Governance (IDLG)**

**Shopping**

**REQUEST FOR QUOTATIONS**

**CONSTRUCTION OF CIVILWORKS**

**FOR**

**CANAL CLEANING (600M) IN DISTRICT 8 & 15, HERAT CITY**

***SINGLE WORK***

**Request for Quotation No: AF-IDLG-CIP-208832-CW-RFQ**

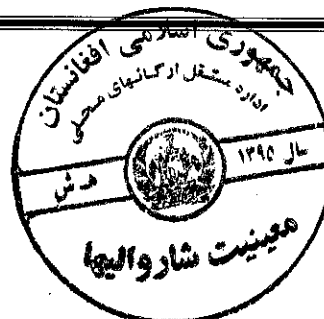
**Credit No/Grant No: IDA-D4140, TF-A9089**

**Issued By**

**CITIES INVESTMENT PROGRAM (CIP)**

**Independent Directorate of Local Governance (IDGL)**

**March-2021**



Ad-2

18

**REQUEST FOR QUOTATIONS**  
**FOR CONSTRUCTION OF CIVIL WORKS**

Issue Date: 18-3-2021

Dear Sirs,

**Sub: REQUEST FOR: Canal Cleaning (600m) in District 8 & 15, Herat City**

1. You are invited to submit your most competitive quotation for the following works.

Brief Description of Works	Intended Completion Period from the date of the Contract Agreement
Canal Cleaning (600m) in District 8 & 15, Herat City (HRT-CRP-031)	2 Months

2. The Islamic Republic of Afghanistan has received a credit from the International Development Association (IDA) towards the cost of the 35 Million USD Cities Investment Program (CIP) and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this Request for Quotations is issued.
3. The Project is being implemented by **Cities Investment Program (CIP)-IDLG** of the Islamic Republic of Afghanistan.
4. To assist you in the preparation of your quotation, we are enclosing the following:
- Instructions to Bidders;
  - Detailed Bill of Quantities;
  - Contract Agreement format;
  - Specification and Drawings of the works.
5. Your quotation using the attached Form should be submitted duly sealed in an envelope and addressed to & delivered at the following address:

**Cities Investment Program (CIP)**

**Deputy Ministry of Municipality (DMM)**

Mohammad Rafiq Aminzoy

Procurement Specialist

Email: [aminzoy.cip@gmail.com](mailto:aminzoy.cip@gmail.com)

Mob: +93785814620

Website: [www.dmm.gov.af](http://www.dmm.gov.af)



6. The quotation submitted by the bidder shall comprise the following:
- (i) Quotation using the Form given in Section 2;
  - (ii) Bill of Quantities given in Section 2, duly priced and signed; and
  - (iii) Qualification Information Form given in Section 2 duly completed.
7. The deadline for receipt of the quotations by the Employer at the address stipulated in Para 5 above is 27-3-2021 hours on 10:00 AM
8. We look forward to receiving your quotations and thank you for your interest in this project.

Yours sincerely,

(Employer)

Mohammad Rafiq Aminzoy

Procurement Specialist

Email: [aminzoy.cip@gmail.com](mailto:aminzoy.cip@gmail.com)

Mob: +93785814620

Copy to:

[Shafiqullah\\_jamalyar@yahoo.com](mailto:Shafiqullah_jamalyar@yahoo.com)

[cenajeeb786@yahoo.com](mailto:cenajeeb786@yahoo.com)

[nimat.pp@hotmail.com](mailto:nimat.pp@hotmail.com)



## SECTION 1

### Instructions to Bidders

#### Scope of Works

The Cites Investment Program (CIP)-IDLG of the Islamic Republic of Afghanistan (hereinafter referred to as the "Employer") invites quotations for the construction of works as detailed in the table below.

Brief Description of the Works	Intended Completion Period from the date of the Contract Agreement
Canal Cleaning (600m) in District 8 & 15, Herat City (HRT-CRP-031)	2 Months

The successful Bidder will be expected to complete the works by the Intended Completion Period specified above.

- 1. Qualification Criteria:** To qualify for award of the Contract, the Bidder shall meet following qualifying criteria:
- 2. Bid Security Declaration**

The Bidder shall furnish as part of its RFQ, Bid-Securing Declaration as specified in the **ITB** clause 3, in original form specified in Annexure 4

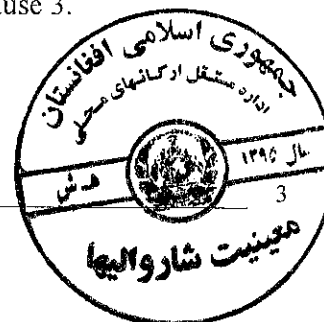
A Bid Securing Declaration shall use the form included in Annexure 4 to Contract form in Request for quotation.

Bid Securing Declaration is specified pursuant to ITB clause 3, any Bid not accompanied by a substantially responsive Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

The Bid Security Declaration executed:

- if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- if the successful Bidder fails to:
  - sign the Contract in accordance with clause 10; or
  - furnish a Performance Security in accordance with ITB Annex 3.

The Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB clause 3.



### 3. Qualification of the Bidder:

The Bidder shall provide qualification information which shall include the following:

- (a) Bidder must be in business for the last three years;
- (b) Bidder must have liquid assets with a minimum value of Afghani 1,308,500.00

### 4. Bid Price

- (a) The quotation shall be for construction of the whole of the works described in the Bill of quantities, drawings and technical specifications. Corrections in the quotation, if any, shall be made by crossing out, initialing, dating and re-writing.
- (b) All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the quoted prices.
- (c) Prices quoted by the bidder shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (d) Prices for all items of the Bill of Quantities should be quoted in **Afghani** or in case of US Dollar it will be change to Afghani as per the date of RFQ opening from Afghanistan Bank exchange rate.

### 5. Submission of Quotations

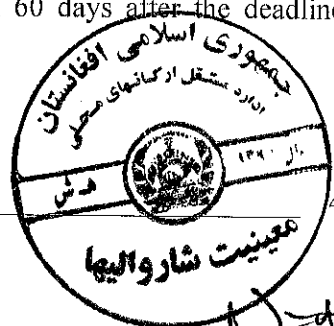
- 5.1 The Bidder is advised to visit the site of Works at its own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2 Each Bidder shall submit only one quotation.
- 5.3 The quotation submitted by the Bidder shall comprise the following:
  - (i) Quotation in the Form given in Section 2;
  - (ii) Bill of Quantities given in Section 2, duly priced and signed; and
  - (iii) Qualification Information Form given in Section 2 duly completed.
- 5.4 The Bidder shall seal the quotation in an envelope addressed to the Employer as per address provided in Para 5 of the Letter of Request for Quotation. The envelope shall bear the following identification:

- Quotation for: **Canal Cleaning (600m) in District 8 & 15, Herat City**  
Quotation submission deadline is up to **27-3-2021 hours on 10:00 AM**

- 5.5 Quotations must be received in the Employer's office not later than the deadline stipulated in the Letter of Request for Quotation. If the specified date is declared a holiday for the Employer, quotations shall be received at the appointed time on the next working day.
- 5.6 Any quotation received after the deadline for submission will be rejected and returned unopened to the Bidder.

### 6. Validity of Quotation

Quotation shall remain valid for a period not less than 60 days after the deadline specified for submission.



**7. Opening of Quotations**

Quotations will be opened as per the deadline mentioned in RFQ, Bidders or their representatives who choose to attend are allowed on the date and time and at the place specified in the Letter of Request for Quotation.

- 8. Confidentiality:** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful Bidder is announced.

**9. Evaluation of Quotations**

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. quotations which

- (a) meet the qualification criteria specified in clause 2 above;
- (b) are properly signed (using the Quotation Form in Section 2) and submitted along with the priced & signed Bill of Quantities; and
- (c) Conform to the terms and conditions, specifications and drawings without material deviations.

- 9.1** In evaluating the quotations, the Employer will determine for each quotation the evaluated price by adjusting the quoted price by making correction for any arithmetic errors as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where 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 will govern.

- 9.2** Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Quotation and the Bidder will be declared ineligible to be awarded a contract by the Employer for a period of two years.

**10. Award of contract**

The Employer will award the contract to the Bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated price and who meets the specified qualification criteria.

- 10.1** Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

- 10.2** The Bidder whose Quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period. This letter will state the sum (hereinafter and in the Contract called the "Initial Contract Price") that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.

**11. Performance Security**

Within 7 days of receiving Notification of Award/Letter of Acceptance, the successful bidder shall deliver to the Employer, Performance Security for an amount and validity



specified in Clause 17 of the Conditions of Contract, using the Form included in Section 3, or the Form acceptable to the Employer.

Failure of the successful Bidder to furnish Performance Security and sign the Contract Agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the Bidder from participation in bidding for works by the Employer for a period of two years. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily or seek quotations afresh.

## 12. General

- 12.1 Purchase of all construction materials including cement and steel conforming to the specifications shall be the responsibility of the Contractor.

Prepared by:

CIP Procurement Management Unit

Signature: \_\_\_\_\_

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Approved by:

Name: Sibghatullah

Title/Position: Deputy Minister of Municipality

Independent Directorate of Local Governance

Signature: \_\_\_\_\_



## SECTION 2

1. Qualification Information Form
2. Form for Submission of Quotation
3. Bill of Quantities





## QUALIFICATION INFORMATION FORM

### 1 For Individual Bidders

#### 1.1 Principal place of business

\_\_\_\_\_

#### 1.5 Working Capital

Bidder shall furnish with its quotation, details of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. These details may be added here in this Form (or separate sheets be attached) and supporting documents should be enclosed with the quotation.

#### 1.7 Banker's Reference

Bidder shall provide (a) contact details, namely name, address, and telephone number of the Bidder's banker(s) and an (b) authorization to the Employer to seek references from the said bankers, if so desired by the Employer.

.....  
.....



## QUOTATION

Description of the Works: .....

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Construction of.....  
.....

Reference: RFQ No ..... dated ..... from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith for a total Contract Price as under:

**Afghani** \_\_\_\_\_ [in figures]

**Afghani** \_\_\_\_\_ [in words]

We will complete the Works described in the Contract within the Intended Completion Period given in the Contract Data.

We will complete the works as per specification and drawings<sup>1</sup> enclosed with the Request for Quotation without any deviations.

This quotation and your written acceptance thereof shall constitute a binding contract on us. We understand that you are not bound to accept the lowest or any quotation you receive.

We certify that we have not been debarred or suspended from participation in bidding by any Procuring Entity of the Islamic Republic of Afghanistan or by the World Bank.

We hereby confirm that our quotation shall remain valid for acceptance for 60 days from the date of opening.

Yours faithfully,

Authorized Signature

Date

Name & Title of Signatory

Name of Bidder

Address

<sup>1</sup> Employer should enclose drawings and specifications governing the works.



**BILL OF QUANTITIES (BOQ)<sup>2</sup>**

**CANAL CLEANING PROJECT (600mX20mX1m) IN DISTRICT 8th AND 15th OF HERAT CITY  
(HRT-CRP-031) Project Length: 600m**

BILL No.	DESCRIPTION	PART	AMOUNT IN WORDS (AFN)
1	ROAD DRAIN CLEANING REQUIREMENTS	A	
2	SITE WORKS AND ROAD DRAIN CLEANING WORKS	B	
GRAND TOTAL FOR (A+B) IN WORDS INCLUDING TAX			
GRAND TOTAL FOR (A+B) IN FIGURES INCLUDING TAX			

BoQ Item	Description of Item	Unit	Quantity	Unit Cost (AFN)	Total Cost (AFN)
<b>A</b>	<b>GENERAL REQUIREMENTS</b>				
A-1	Mobilization- Establishment of the contractor's organization, camps, equipment, personnel, site accommodation and construction obligations and obligations on the site, and a financing costs, risks, survey, legal and contractual.	LS	1		
A-2	Demobilization- satisfactory removal of site establishments of the contractor's organization, camps, equipment, personnel, site accommodation, plants and any other obligation on completion of the project.	LS	1		
A-3	Supply and delivery of PPE to cover the need for health and safety and Covid-19 measures with all required activities in accordance to Annex 6 and 9 documents. Contractor is responsible to provide the first aid Box including temperature measuring thermometer, mask, soap, sanitizer and other needed equipment for protection from Covid-19 including water arrangement for washing hands with soap.	Ea	1		
A-4	Provision, erection, maintenance and removal of project sign board as indicated in the drawing or instructed by the Engineer.	LS	2		
	<b>Total of A</b>				
<b>B</b>	<b>SITE WORKS &amp; EARTHWORKS</b>				
B-1	Cleaning of Canal (Loading, unloading and transportation of excavated material outside city in approved disposal area to the satisfaction of CIP/Municipality engineers with all required activities. Contractor is responsible to do most of the work through local labors instead of using machinery.	Cum	12300		
	<b>Total of B</b>				
<b>GRAND TOTAL (A+B) IN AFN</b>					

We agree to execute the works in accordance with the approved drawings and Technical Specifications for a total price of Afghani.....(amount in figures) (Afghani..... amount in words).

**Signature of Bidder**



<sup>2</sup> Columns 1 to 4 should be filled in by the Employer.

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## SECTION 3

1. Notification of Award/Letter of Acceptance
2. Contract Agreement Form
3. Priced Bill of Quantities
4. Drawings and Specifications
5. Performance Security (Bank Guarantee) Form



**NOTIFICATION OF AWARD**  
**Letter of Acceptance**  
**&**  
**NOTICE TO PROCEED WITH THE WORK**  
*[On Letter head of the Employer]*

Dated: \_\_\_\_\_

To *[Name and address of the selected Bidder]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Notification of Award - Contract No. ....

Dear Sirs,

This is to notify you that your Quotation dated \_\_\_\_\_ for execution of the  
\_\_\_\_\_ for the contract  
price of **Afghani** \_\_\_\_\_ *[amount in words and  
figures]*, is hereby accepted by us.

You are hereby requested to furnish Performance Security for an amount of Afghani  
\_\_\_\_\_ (equivalent to 5% of the contract price) within 15 days of the  
receipt of the letter, which shall be in the form of Bank guarantee or a Bank draft in favour  
of.....(Employer). The Performance Security shall be valid until 30 days beyond  
the completion of Contract obligations including correction of defects during Defects  
Liability Period, i.e. up to \_\_\_\_\_. Failure to furnish the Performance  
Security shall constitute sufficient grounds for annulment of award.

You are also requested to sign the Contract Agreement form and proceed with the work not  
later than \_\_\_\_\_ under the instructions of the Project Supervisor,  
\_\_\_\_\_ and ensure its completion within the Intended Completion  
Period.

With the issuance of this acceptance letter, Contract for the above said work stands  
concluded.

Yours faithfully,

**Authorized Signature**  
**Name and title of Signatory**



# CONTRACT AGREEMENT FORM



**ISLAMIC REPUBLIC OF AFGHANISTAN**  
**Independent Directorate of Local Governance (IDLG)**  
**Deputy Ministry of Municipality**

**Cities Investment Program (CIP)**

**Project Name: Canal Cleaning (600m) in District 8 & 15, Herat City**

**Credit Number: IDA-D4140, TF-A9089**

## CONTRACT AGREEMENT

### CONTRACT DATA

SN	Item	Contract Data
1	Contract Number and description	
2	Contract Date	
3	Name and Address of the Employer	
4	Name and Address of the Contractor	
5	Description of Work	
6	Site Location	
7	Contract Price: in Figures in Words	
8	Contractor's Bank Account details	
9	Intended Completion Period/ Date	

This Agreement, made on the date **specified in the contract data** by and between the Employer **stated in the contract data** hereinafter called "the Employer" of the first Part and Contractor **stated in the contract data** hereinafter called "the Contractor" of the second Part.

Whereas the Employer is desirous that the Contractor shall execute the Contract **as stated in the Contract Data** hereinafter called "the Works" and the Employer has accepted the Quotation submitted by the Contractor for the execution and completion of such Works and remedying of any defects noticed therein during the Defects Liability Period.

Now this Agreement witnesseth as follows:



1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter 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 with the provisions of the Contract in all respects.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects the Contract Price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Contract shall be governed by the Conditions of Contract stipulated herein.

## CONDITIONS OF CONTRACT

### 1. Definitions

- 1.1 Boldface type is used to identify the defined terms.

(a) **Bill of Quantities** specifies Employer's estimate of quantity for each item of work and also the priced and completed Bill of Quantity.

(b) **Activity Schedule** -

(c) **The Completion Date** is the date of completion of the Works as certified by the Project Supervisor by issuing the Certificate of Completion of Works.

(d) **The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works as specified in the specifications or in other sections of the Contract. The identification number with description of the Contract is given in the Contract Data.

(e) **The Contractor** is a person or corporate body whose quotation to carry out the Works has been accepted by the Employer.

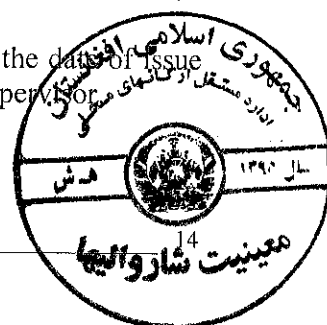
(f) **The Contractor's Priced Quotation** is the completed document (Request for Quotation together with attachments) submitted by the Contractor to the Employer.

(g) **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

(h) **Days** are calendar days; **months** are calendar months.

(i) **A Defect** is any part of the Works not completed in accordance with the Contract.

(j) **The Defects Liability Period** is Three (3) months counted from the date of issue of Certificate of Completion of Works by the Employer/Project Supervisor.



- (k) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (l) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (m) **Project Supervisor** is the person appointed by the Employer and who is responsible for supervising the execution of the Works and administering the Contract.
- (n) **Intended Completion Period/Date** is the Period/date on which it is required that the Contractor shall complete the Works. The Intended Completion Period/Date is **as per contract data**. The Intended Completion Period/Date may be revised only by the Employer by issuing an extension time or an acceleration order in writing.
- (o) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
- (p) **The Site** is at as per contract data.
- (q) **The Start Date** is 7 days from issue of notification of award. It is the latest date when the Contractor shall commence the execution of the Works.
- (r) **The Variation** is an instruction given by the Employer/Project Supervisor which varies the scope of the original Work requirements.
- (s) **The Employer** is as per contract data.

## 2. Language and Law

- 2.1 The Contract shall be in the English. The law governing the Contract shall be the applicable law(s) of the Islamic Republic of Afghanistan.

## 3. Communications

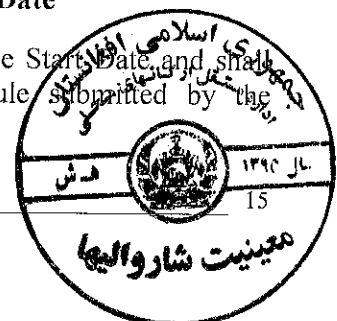
- 3.1 Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.

## 4. Contractor's Risks

- 4.1 From the Starting Date until the Project Supervisor has, after satisfactory completion of the obligations of the Defects Liability Period, issued a Certificate for the completion of correction of any Defects, the risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Works, materials and equipment) shall be the Contractor's risks.

## 5. Works to be completed by the Intended Completion Period/Date

- 5.1 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the work schedule submitted by the





Contractor, as updated with the approval of the Project Supervisor, and complete them by the Intended Completion Period/Date.

5.2 If any of the compensation events mentioned below would prevent the work being completed by the Intended Completion Period/Date, the Employer will decide on the Intended Completion Period/Date being extended by a suitable period:

- a) The Employer does not give access to the site or a part thereof by the agreed period.
- b) The Project Supervisor orders a delay or does not issue complete drawings, specifications or instructions for execution of the Works on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of Letter of Acceptance and from information provided to Contractor or from visual inspection of the site.
- d) Payments due to the Contractor are delayed without any reason.

## 6. Safety

6.1 The Contractor shall be responsible for the safety of all activities on the Site. The Contractor is required to strictly consider the COVID -19 measures and Supply and delivery of PPE to cover the need for health and safety and Covid-19 measures with all required activities in accordance to Annex 6 and 9 documents. Contractor is responsible to provide the first aid Box including temperature measuring thermometer, mask, soap, sanitizer and other needed equipment for protection from Covid-19 including water arrangement for washing hands with soap, default in providing mentioned measures/ instrument will result deduction of payment from contractor.

## 7. Extension of the Completion Date

7.1 The Project Supervisor shall extend the Intended Completion Date if 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 could cause the Contractor to incur additional cost.

## 8. Delays ordered by the Project Supervisor

8.1 The Project Supervisor may instruct the Contractor to delay the start or progress of any activity within the Works. Delays or suspension of work by the Project Supervisor which increases the Contractor's costs shall be subject to equitable adjustment by the Employer.

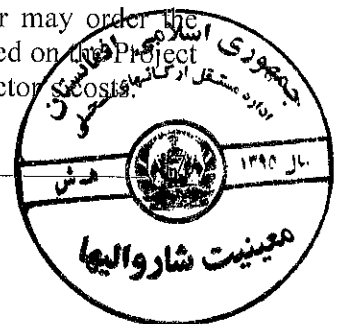
## 9. Correction of Defects

9.1 The Project Supervisor shall give notice to the Contractor of any Defects before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

9.2 Whenever notice of a Defect is given the Contractor shall rectify the notified Defect within the length of time specified in the Project Supervisor's notice.



- 9.3 If the Contractor has not corrected a Defect within the time specified in the Project Supervisor's notice, the Project Supervisor will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or the Employer shall recover the amount by deduction from the amounts due to the Contractor.
10. **Program**
- 10.1 Within seven (7) days of the written notification of award, the Contractor shall submit to the Project Supervisor for approval a Program showing the general methods, arrangements, and timing for all activities of the Works. The Project Supervisor's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Supervisor again at any time. A revised Program will show the effect of Variations.
11. **Bill of Quantities**
- 11.1 The Bill of Quantities shall contain items for the Works to be performed by the Contractor.
- 11.2 The Priced Bill of Quantities submitted with the Contractor's quotation which forms part of the Contract is used to calculate the Contract Price. The Contractor will be paid for the works accomplished at the rate in the Bill of Quantities for each item.
- 11.3 Items for which no rate or price is entered in the in the Bill of Quantities 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.
12. **Changes in the Contract Price**
- 12.1 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 Supervisor shall adjust the rate to allow for the change.
- 12.2 The Project Supervisor 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.
- 12.3 If requested by the Project Supervisor, the Contractor shall provide the Project Supervisor with a detailed cost breakdown of any rate in the Bill of Quantities.
13. **Variations**
- 13.1 All Variations shall be included in updated Programs submitted by the Contractor.
- 13.1 The Contractor shall provide the Project Supervisor with a quotation for carrying out the Variation when requested to do so by the Project Supervisor. The Project Supervisor shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Supervisor and before the Variation is ordered.
- 13.2 If the Contractor's quotation is unreasonable, the Project Supervisor may order the Variation and make a change to the Contract Price, which shall be based on the Project Supervisor's own forecast of the effects of the Variation on the Contractor's costs.



- 13.3 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Supervisor, the quantity of work above the limit stated in Sub-Clause 12.1 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.
- 13.4 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 14. Payment Certificate**
- 14.1 The Contractor shall submit to the Project Supervisor monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 14.2 The Project Supervisor shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 14.3 The value of work executed shall be determined by the Project Supervisor. The value of work executed shall comprise the value of the completed quantities of the items in the Bill of Quantities. The value of work executed shall include the valuation of Variations. The Project Supervisor 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.
- 15. Payments**
- 15.1 The Employer shall pay the Contractor the amounts certified by the Project Supervisor within thirty (30) days of the date of each certificate. If the Employer delays the payment the Contractor shall be entitled to 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 at the local banks. Items of the Works for which no rate or price has been entered in the Bill of Quantities will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 16. Liquidated Damages**
- 16.1 The Contractor shall pay liquidated damages to the Employer at the rate of 0.1 % of total final Contract Price per day for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed 10 % of the final contract price. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 17. Performance Security**
- 17.1 The Contractor shall provide to the Employer Performance Security equal to five (5) % of the Contract Price within 7 days of receiving Notification of Award/Letter of Acceptance in the form of either a bank guarantee, in the Form included in Section 3 or in the Form acceptable to the Employer, or a bank draft in favour of the Employer.



17.2 The Performance Security shall be valid until 30 days beyond the completion of contract obligations including Defects Liability and shall be released to the Contractor on satisfactory correction of all defects notified by the Employer/Project Supervisor before the end of the Defects Liability Period. In the event of termination of the contract for fundamental breach of the Contract, the Performance Security shall be forfeited.

**18. Taxes**

18.1 The Contractor is responsible for all taxes in accordance with the laws of the Islamic Republic of Afghanistan.

**19. Completion and Taking Over**

19.1 The Contractor shall request the Project Supervisor to issue a Certificate of Completion of the Works, and the Project Supervisor shall do so upon deciding that the whole of the Works is satisfactorily completed. The Employer shall take possession of the site and the Works within seven (7) days of the Project Supervisor's issuing a Certificate of Completion.

**20. Final Account**

20.1 The Contractor shall supply the Project Supervisor 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 Supervisor shall issue a Defects Liability Certificate after the Contractor has fulfilled its obligations under the Contract to this end and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Supervisor shall issue within fifteen (15) days a schedule that states the scope of the corrections or changes that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Supervisor shall decide on the amount payable to the Contractor and issue a payment certificate.

**21. Termination**

21.1 The Employer or the Contractor may terminate the Contract if the either party causes a fundamental breach of the Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for ten (10) days when the stoppage has not been authorized by the Project Supervisor;
- (b) a payment certified by the Project Supervisor is not paid by the Employer to the Contractor within sixty (60) days of the date of the Project Supervisor's certificate;
- (c) the Project Supervisor gives notice that the Contractor has failed to correct a Defect within twenty-one (21) days as determined by the Project Supervisor; and
- (d) the Contractor has delayed the completion of the Works by sixty (60) days.

Notwithstanding the above, the Employer may terminate the Contract for its convenience by giving the Contractor a thirty-day notice in writing. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and



secure, and leave the Site within fifteen (15) days of the completion of the notice period.

**22. Payment upon Termination**

- 22.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Supervisor shall issue a certificate for the value of the work completed and for the materials already ordered/received less the advance payments (if any) received up to the date of the issue of the certificate. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the Employer.

**23. Property**

- 23.1 All materials and construction equipment on the Site, 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.

**24. Resolution of Disputes**

- 24.1 The Employer and the Contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration. The Arbitrator will be nominated by the Minister of the Ministry responsible for supervising implementation of the contract. The place where arbitration will take place will be Kabul, Afghanistan.

Arbitration proceedings will be governed by Afghanistan Commercial Arbitration Law, 2007.]

**25 The World Bank's Anti-Corruption Guidelines**

The World Bank requires compliance with its Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework. Hence said Guidelines and the sanctions Framework shall apply to this Contract.

**The Priced Bill of Quantities (Annexure 1) and Specification and Drawings (Annexure 2) are attached.**

In Witness whereof the parties thereto have caused this Agreement to be executed the day, month and year written hereunder:

Signed, sealed and delivered by the said Parties:

(Signature of the Employer)

Name.....

Date.....

Designation.....

Organization.....

**Attachments**

(Signature of the Contractor)

Name.....

Date.....

Designation.....

Name of the Firm.....



Priced Bill of Quantities - Annexure 1  
Drawings and Specifications - Annexure 2



**Priced Bill of Quantities**

*[To be attached at the time of signing of the Contract Agreement]*



## Drawings and Specification





**Annexure 3**

**Performance Security**

**(Bank Guarantee)**

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

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2017<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby deleted.

\_\_\_\_\_  
*[signature(s)]*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>1</sup> The Guarantor shall insert an amount representing the five percent of the Accepted Contract Price specified in the Letter of Acceptance and denominated in Afghani.

<sup>2</sup> Insert the date thirty days after the expected completion of Defects Liability period.



## Annexure 4

### Bid Security Declaration Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*



## Annex 9: COVID-19 CONSIDERATIONS IN CONSTRUCTION/CIVIL WORKS PROJECTS

*The followings are subject to changes/updates by WHO, WB or national Covid-19 related guidelines.*

### 1. INTRODUCTION

This interim note is intended to provide guidance to teams on how to support Borrowers in addressing key issues associated with COVID-19, and consolidates the advice that has already been provided over the past month. Support will be needed in designing mitigation measures that are implementable in the context of the project. These measures will need to take into account capacity of the Government agencies, availability of supplies and the practical challenges of operations on-the-ground, including stakeholder engagement, supervision and monitoring. It recommends assessing the current situation of the project, putting in place mitigation measures to avoid or minimize the chance of infection, and planning what to do if either project workers become infected or the work force includes workers from proximate communities affected by COVID-19. The project must also exercise appropriate precautions against introducing the infection to local communities. This not includes obligations that contractors have under their existing contracts (see Section 2), require contractors to put in place appropriate organizational structures (see Section 3) and develop procedures to address different aspects of COVID-19 (see Section 4).

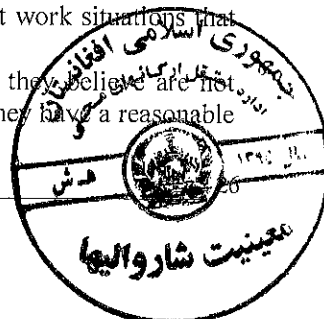
### 2. IN CASE THE PROJECTS ARE ALREADY AWARDED?

It will differ if the Borrower used the World Bank's standard procurement documents (SPDs) or used national bidding documents. If a FIDIC document has been used, there will be general provisions relating to health and safety. For example, the standard FIDIC, 'Conditions of Contract for Construction (Second Edition 2017)', which contains no 'ESF enhancements', states that the Contractor will be required:

- To take all necessary precautions to maintain the health and safety of the Contractor's Personnel
- To appoint a health and safety officer at site, who will have the authority to issue directives for the purpose of maintaining the health and safety of all personnel authorized to enter and or work on the site and to take protective measures to prevent accidents
- To ensure, in collaboration with local health authorities, that medical staff, first aid facilities, sick bay, ambulance services and any other medical services specified are available at all times at the site and at any accommodation
- To ensure suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics

Beyond FIDIC's general requirements discussed above, the Bank's Particular Conditions include a number of relevant requirements on the Contractor, including:

- to provide health and safety training for Contractor's Personnel (which include project workers and all personnel that the Contractor uses on site, including staff and other employees of the Contractor and Subcontractors and any other personnel assisting the Contractor in carrying out project activities)
- to put in place workplace processes for Contractor's Personnel to report work situations that are not safe or healthy
- gives Contractor's Personnel the right to report work situations which they believe are not safe or healthy, and to remove themselves from a work situation which they have a reasonable



- justification to believe presents an imminent and serious danger to their life or health (with no reprisal for reporting or removing themselves)
- requires measures to be in place to avoid or minimize the spread of diseases including measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent contract-related labor
- to provide an easily accessible grievance mechanism to raise workplace concerns

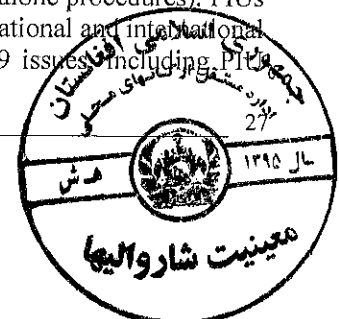
### 3. WHAT PLANNING SHOULD THE BORROWER BE DOING?

Task teams should work with Borrowers (PIUs) to confirm that projects (i) are taking adequate precautions to prevent or minimize an outbreak of COVID-19, and (ii) have identified what to do in the event of an outbreak. Suggestions on how to do this are set out below:

- The PIU, either directly or through the Supervising Engineer should request details in writing from the main Contractor of the measures being taken to address the risks. As stated in Section 2, the construction contract should include health and safety requirements, and these can be used as the basis for identification of, and requirements to implement, COVID-19 specific measures. The measures may be presented as a contingency plan, as an extension of the existing project emergency and preparedness plan or as standalone procedures. The measures may be reflected in revisions to the project's health and safety manual. This request should be made in writing (following any relevant procedure set out in the contract between the Borrower and the contractor).
- In making the request, it may be helpful for the PIU to specify the areas that should be covered. This should include the items set out in Section 5 below and take into account current and relevant guidance provided by national authorities, WHO and other organizations. See the list of references in the Annex to this note.
- The PIU should require the Contractor to convene regular meetings with the project health and safety specialists and medical staff (and where appropriate the local health authorities), and to take their advice in designing and implementing the agreed measures.
- Where possible, a senior person should be identified as a focal point to deal with COVID-19 issues. This can be a work supervisor or a health and safety specialist. This person can be responsible for coordinating preparation of the site and making sure that the measures taken are communicated to the workers, those entering the site and the local community. It is also advisable to designate at least one back-up person; in case the focal point becomes ill; that person should be aware of the arrangements that are in place.
- The PIU, either directly or through the Supervising Engineer, may provide support to projects in identifying appropriate mitigation measures, particularly where these will involve interface with local services, in particular health and emergency services. In many cases, the PIU can play a valuable role in connecting project representatives with local Government agencies, and helping coordinate a strategic response, which takes into account the availability of resources. To be most effective, projects should consult and coordinate with relevant Government agencies and other projects in the vicinity.
- Workers should be encouraged to use the existing project grievance mechanism to report concerns relating to COVID-19, preparations being made by the project to address COVID-19 related issues, how procedures are being implemented, and concerns about the health of their co-workers and other staff.

### 4. WHAT SHOULD THE CONTRACTOR COVER?

The Contractor should identify measures to address the COVID-19 situation. As discussed above, measures to address COVID-19 may be presented in different ways (as a contingency plan, as an extension of the existing project emergency and preparedness plan or as standalone procedures). PIUs and contractors should refer to guidance issued by relevant authorities, both national and international (e.g. WHO). A designated team should be established to address COVID-19 issues including PIUs.



representatives, the Supervising Engineer, management (e.g. the project manager) of the contractor, security, and medical and OHS professionals.

#### (a) ASSESSING WORKFORCE CHARACTERISTICS

Many construction sites will have a mix of workers. Assessing these different aspects of the workforce will help in identifying appropriate mitigation measures:

- The Contractor should prepare a detailed profile of the project work force, key work activities, schedule for carrying out such activities, different durations of contract and rotations. Including who reside at home, who lodge within the local community and workers in on-site accommodation and those with underlying health issues or who may be otherwise at risk.
- Consideration should be given to ways in which to minimize movement in and out of site.
- Workers accommodated on site should minimize contact with people near the site.
- If possible, workers lodging in the local community to move to site accommodation. If not possible their entry and exit is subject to health checks.

#### (b) ENTRY/EXIT TO THE WORK SITE AND CHECKS ON COMMENCEMENT OF WORK

Entry/exit to the work site should be controlled and documented for both workers and other parties, including support staff and suppliers. Possible measures may include:

- Confirming that workers are fit for work before they enter the site or start work by establishing a system controlling entry/exit including temperature check, securing the boundaries of site and documenting entry/exit and denied entry. Consideration should be given to demobilization of staff with underlying health issues.
- Providing daily briefings to workers prior to commencing work, focusing on COVID-19 specific considerations including cough etiquette, hand hygiene and distancing measures, using demonstrations and participatory methods and reminding workers to self-monitor and reporting.
- Preventing a worker from an affected area or who has been in contact with an infected person from returning to the site for 14 days or (if that is not possible) isolating such worker for 14 days.
- Preventing a sick worker from entering the site, referring them to local health facilities if necessary or requiring them to isolate at home for 14 days.

#### (c) GENERAL HYGIENE

Requirements on general hygiene should be communicated and monitored, to include:

- Training workers and staff on site about Covid-19 signs and symptoms, how it is spread, how to protect themselves (including regular handwashing and social distancing) and what to do if they or other people have symptoms (for further information see [WHO COVID-19 advice for the public](#)).
- Placing posters and signs around the site, with images and text in local languages.
- Ensuring handwashing facilities supplied with soap, disposable paper towels and closed waste bins exist at key places throughout site, including at entrances/exits to work areas; where there is a toilet, canteen or food distribution, or provision of drinking water; in worker accommodation; at waste stations; at stores; and in common spaces. Where handwashing facilities do not exist or are not adequate, arrangements should be made to set them up. Alcohol based sanitizer (if available, 60-95% alcohol) can also be used.
- Setting aside part of worker accommodation for precautionary self-quarantine as well as more formal isolation of staff who may be infected (see paragraph (f)).

#### (d) CLEANING AND WASTE DISPOSAL



Conduct regular and thorough cleaning of all site facilities, including offices, accommodation, canteens, common spaces. Review cleaning protocols for key construction equipment (particularly if it is being operated by different workers). This should include:

- Providing cleaning staff with adequate cleaning equipment, materials and disinfectant. And training cleaning staff on appropriate cleaning procedures and appropriate frequency in high use or high-risk areas.
- Where it is anticipated that cleaners will be required to clean areas that have been or are suspected to have been contaminated with COVID-19, providing them with appropriate PPE: gowns or aprons, gloves, eye protection (masks, goggles or face screens) and boots or closed work shoes. If appropriate PPE is not available, cleaners should be provided with best available alternatives.
- Training cleaners in proper hygiene (including handwashing) prior to, during and after conducting cleaning activities; how to safely use PPE (where required); in waste control (including for used PPE and cleaning materials).
- Any medical waste produced during the care of ill workers should be collected safely in designated containers or bags and treated and disposed of following relevant requirements (e.g., national, WHO). If open burning and incineration of medical wastes is necessary, this should be for as limited a duration as possible.

#### (e) ADJUSTING WORK PRACTICES

Consider changes to work processes and timings to reduce or minimize contact between workers, recognizing that this is likely to impact the project schedule. Such measures could include:

- Decreasing the size of work team and limiting the number of workers on site at any one time.
- Adapting to social distancing, and training workers on these processes.
- Continuing with the usual safety trainings, adding COVID-19 specific considerations. Training should include proper use of normal PPE. While as of the date of this note, general advice is that construction workers do not require COVID-19 specific PPE, this should be kept under review (for further information see WHO interim guidance on rational use of personal protective equipment (PPE) for COVID-19).
- Reviewing work methods to reduce use of construction PPE.
- Arranging (where possible) for work breaks to be taken in outdoor areas within the site.

#### (f) PROJECT MEDICAL SERVICES

Consider whether existing project medical services are adequate, taking into account existing infrastructure (size of clinic/medical post, number of beds, isolation facilities), medical staff, equipment and supplies, procedures and training. where possible, including:

- Preparing areas where patients can be isolated until he or she is taken to nearest medical center or home isolation.
- Training medical staff on COVID-19 and recommendations on the specifics of COVID-19. Where COVID-19 infection is suspected, medical providers on site should follow WHO guidelines.
- Assessing the current stock of equipment this could include medical PPE, such as gowns, aprons, medical masks, gloves, and eye protection.
- If PPE items should be available if not alternatives that may commonly be found on constructions sites include dust masks, construction gloves and eye goggles.
- If a worker is extremely ill should be referred immediately to the local hospital.
- Dealing with medical waste, including systems for storage and disposal

#### (g) LOCAL MEDICAL AND OTHER SERVICES



Given the limited scope of project medical services, the project may need to refer sick workers to local medical services. Preparation for this includes:

- Obtaining information as to the resources and capacity of local medical services.
- Conducting preliminary discussions with specific medical facilities, to agree what should be done in the event of ill workers needing to be referred.
- Considering ways in which the project may be able to support local medical services in preparing for members of the community becoming ill, recognizing that the elderly or those with pre-existing medical conditions require additional support to access appropriate treatment if they become ill.
- Clarifying the way in which an ill worker will be transported to the medical facility, and checking availability of such transportation.
- Establishing an agreed protocol for communications with local emergency/medical services.
- Agreeing with the local medical services/specific medical facilities the scope of services to be provided, the procedure for in-take of patients and (where relevant) any costs or payments that may be involved.
- A procedure should also be prepared so that project management knows what to do in the unfortunate event that a worker ill with COVID-19 dies.

#### (h) INSTANCES OR SPREAD OF THE VIRUS

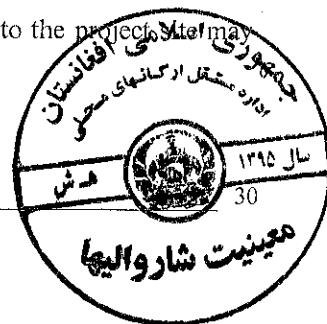
WHO provides detailed advice on what should be done to treat a person who becomes sick or displays symptoms that could be associated with the COVID-19 virus (for further information see WHO interim guidance on infection prevention and control during health care when novel coronavirus (nCoV) infection is suspected). The project should set out risk-based procedures to be followed, with differentiated approaches based on case severity (mild, moderate, severe, critical) and risk factors (such as age, hypertension, diabetes) (for further information see WHO interim guidance on operational considerations for case management of COVID-19 in health facility and community). These may include the following:

- If a worker has symptoms of COVID-19 (e.g. fever, dry cough, fatigue) the worker should be removed immediately from work activities and isolated on site.
- If testing is available on site, the worker should be tested on site. If a test is not available at site, the worker should be transported to the local health facilities to be tested (if testing is available).
- If the test is positive for COVID-19 or no testing is available, the worker should continue to be isolated. This will either be at the work site or at home. If at home, the worker should be transported to their home in transportation provided by the project.
- Extensive cleaning procedures with high-alcohol content disinfectant should be undertaken in the area where the worker was present, prior to any further work being undertaken in that area. Tools used by the worker should be cleaned using disinfectant and PPE disposed of.
- Co-workers (i.e. workers with whom the sick worker was in close contact) should be required to stop work, and be required to quarantine themselves for 14 days, even if they have no symptoms.
- Family and other close contacts of the worker should be required to quarantine themselves for 14 days, even if they have no symptoms.
- If a case of COVID-19 is confirmed in a worker on the site, visitors should be restricted from entering the site and worker groups should be isolated from each other as much as possible.
- If workers live at home and has a family member who has a confirmed or suspected case of COVID-19, the worker should quarantine themselves and not be allowed on the project site for 14 days, even if they have no symptoms.

#### (i) CONTINUITY OF SUPPLIES AND PROJECT ACTIVITIES

(j)

Where COVID-19 occurs, either in the project site or the community, access to the project site may be restricted, and movement of supplies may be affected.



- Identify back-up individuals, in case key people within the project management team (PIU, Supervising Engineer, Contractor, sub-contractors) become ill, and communicate who these are so that people are aware of the arrangements that have been put in place.
- Document procedures, so that people know what they are, and are not reliant on one person's knowledge.
- Understand the supply chain for necessary supplies of energy, water, food, medical supplies and cleaning equipment, consider how it could be impacted, and what alternatives are available. Early pro-active review of international, regional and national supply chains, especially for those supplies that are critical for the project, is important (e.g. fuel, food, medical, cleaning and other essential supplies). Planning for a 1-2 month interruption of critical goods may be appropriate for projects in more remote areas.
- Place orders for/procure critical supplies. If not available, consider alternatives (where feasible).
- Consider at what point it may become necessary for the project to significantly reduce activities or to stop work completely, and what should be done to prepare for this, and to re-start work when it becomes possible or feasible.

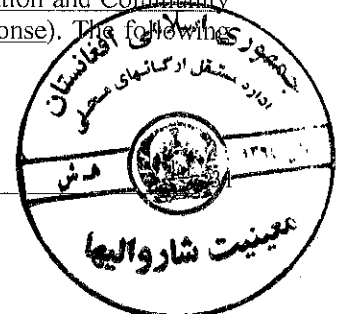
#### **(k) TRAINING AND COMMUNICATION WITH WORKERS**

Workers need to be provided with regular opportunities to understand their situation, and how they can best protect themselves, their families and the community. They should be made aware of the procedures that have been put in place by the project, and their own responsibilities in implementing them.

- It is important to be aware that in communities close to the site and amongst workers without access to project management, social media is likely to be a major source of information. This raises the importance of regular information and engagement with workers (e.g. through training, town halls, tool boxes) that emphasizes what management is doing to deal with the risks of COVID-19. Allaying fear is an important aspect of work force peace of mind and business continuity. Workers should be given an opportunity to ask questions, express their concerns, and make suggestions.
- Training of workers should be conducted regularly, as discussed in the sections above, providing workers with a clear understanding of how they are expected to behave and carry out their work duties.
- Training should address issues of discrimination or prejudice if a worker becomes ill and provide an understanding of the trajectory of the virus, where workers return to work.
- Training should cover all issues that would normally be required on the work site, including use of safety procedures, use of construction PPE, occupational health and safety issues, and code of conduct, taking into account that work practices may have been adjusted.
- Communications should be clear, based on fact and designed to be easily understood by workers, for example by displaying posters on handwashing and social distancing, and what to do if a worker displays symptoms.

#### **(l) COMMUNICATION AND CONTACT WITH THE COMMUNITY**

Relations with the community should be carefully managed, with a focus on measures that are being implemented to safeguard both workers and the community. The community may be concerned about the presence of non-local workers, or the risks posed to the community by local workers presence on the project site. The project should set out risk-based procedures to be followed, which may reflect WHO guidance (for further information see WHO Risk Communication and Community Engagement (RCCE) Action Plan Guidance COVID-19 Preparedness and Response). The following good practice should be considered:





- Communications should be clear, regular, based on fact and designed to be easily understood by community members.
- Communications should utilize available means. In most cases, face-to-face meetings with the community or community representatives will not be possible. Other forms of communication should be used; posters, pamphlets, radio, text message, electronic meetings. The means used should take into account the ability of different members of the community to access them, to make sure that communication reaches these groups.
- The community should be made aware of procedures put in place at site to address issues related to COVID-19. This should include all measures being implemented to limit or prohibit contact between workers and the community. These need to be communicated clearly, as some measures will have financial implications for the community (e.g. if workers are paying for lodging or using local facilities). The community should be made aware of the procedure for entry/exit to the site, the training being given to workers and the procedure that will be followed by the project if a worker becomes sick.
- If project representatives, contractors or workers are interacting with the community, they should practice social distancing and follow other COVID-19 guidance issued by relevant authorities, both national and international (e.g. WHO).

#### **(m) EMERGENCY POWERS AND LEGISLATION**

Many Borrowers are enacting emergency legislation. The scope of such legislation, and the way it interacts with other legal requirements, will vary from country to country. Such legislation can cover a range of issues, for example:

- Declaring a public health emergency
- Authorizing the use of police or military in certain activities (e.g. enforcing curfews or restrictions on movement)
- Ordering certain categories of employees to work longer hours, not to take holiday or not to leave their job (e.g. health workers)
- Ordering non-essential workers to stay at home, for reduced pay or compulsory holiday
- 

Except in exceptional circumstances (after referral to the World Bank's Operations Environmental and Social Review Committee (OESRC)), projects will need to follow emergency legislation to the extent that these are mandatory or advisable. It is important that the Borrower understands how mandatory requirements of the legislation will impact the project. Teams should require Borrowers (and in turn, Borrowers should request Contractors) to consider how the emergency legislation will impact the obligations of the Borrower set out in the legal agreement and the obligations set out in the construction contracts. Where the legislation requires a material departure from existing contractual obligations, this should be documented, setting out the relevant provisions.

#### **5. Obligations of MOEH (Ministry of Public health of Afghanistan) of Afghanistan for June to August, 2010.**

**MOEH rules that applied on CIP includes;**

1. Wearing mask in public places
2. Keeping social distance of two meters
3. Prevention of gatherings of more than ten people
4. Keeping the old people in homes
5. Disinfection of work place
6. Providing health Equipment for staff
7. Consideration of work shifts

Prohibition of national buses and minibuses, as well as stopping vehicles with more than four occupants



## Annex 6: Environmental & Social Guidelines for Contractors

The following guidelines will be part of the contractual agreements for each sub-project:

1. Construction Company (contractor) should install the Construction Camp on areas far enough from water points, houses and sensitive areas in consultation with the community. He/she should select the good quality sanitary equipment and install it in Construction Camp.
2. The contractor should manage all activities in compliance with laws, rules and other permits in vigor based on site regulations (what is allowed and not allowed on work sites).
3. Contractor has the responsibility of hygiene and security on work sites, and should protect neighboring properties, inform the client if land is found to be contaminated.
4. Contractor should ensure the permanence of the traffic and access of neighboring populations during the works to avoid hindrance to traffic, they also have the responsibility to protect and provide health and safety measures including Corona virus infection to staff working on work sites. In order to protect soil, surface and ground water the contractor should avoid any wastewater discharge, oil spill and discharge of any type of pollutants on soils, in surface or ground waters, in sewers and drainage ditches.
5. The Contractor should protect the environment against exhaust fuels and oils, dust and other solid residues. The Contractor should dispose oil and construction waste materials appropriately and provide adequate waste disposal and sanitation services at the construction site.
6. Contractor for the purpose of proper waste management should install containers to collect the wastes generated next to the areas of activity. Contractor should avoid degradation and demolition of private properties; therefore he/she should inform and raise the awareness of the populations before any activity causing degradation of natural vegetation and resources.
7. The Contractor should use a quarry of materials according to the mining code requirements and compensate planting in case of deforestation or tree felling.
8. The Contractor should manage waste properly and do not burn them on site and also should provide a proper storage for materials, organize parking and displacements of machines in the site.
9. The Contractor should care about speed limitation of work site vehicles and cars and allow the access of public and emergency services to the worksite.
10. The contractor should install signaling of works, ensure no blockage of access to households during construction and/or provide alternative access, provide footbridges and access of neighbors and endure construction of proper drainage on the site.
11. The Contractor should respect the cultural sites, ensure security and privacy of women and households in close proximity to the camps and safely dispose asbestos.
12. The Contractor should consider impacts such as noise, dust, and safety concerns on the surrounding population and schedule construction activities accordingly. The Contractor should develop maintenance and reclamation plans, protect soil surfaces during construction and re-vegetate or physically stabilize eligible surfaces, preserve existing fauna and flora and preserve natural habitats along streams, steep slopes, and ecologically sensitive areas. The Contractor has to prevent standing water in open construction pits, quarries or fill areas to avoid potential contamination of the water table and the development of a habitat for disease-carrying vectors and insects.
13. The Contractor should select sustainable construction materials and construction method, during construction, control dust by using water or through other means and control and clean the construction site daily.

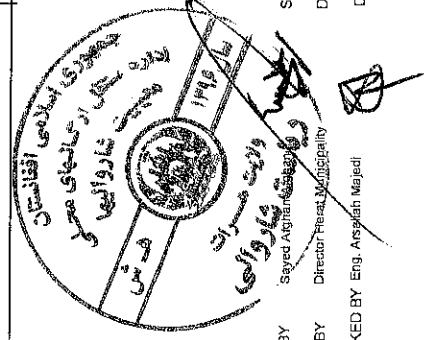


14. The contractor should implement the project in compliance with the national and WB obligations to prevent, minimize and mitigate Covid-19 outbreak on the site amongst the workers and in their interaction with the community. Covid-19 obligations include but not limited to;
- a) Orientation about covid19 and training of workers should be conducted, providing workers with a clear understanding of how they are expected to behave and carry out their work duties.
  - b) Appointing safety officer at site to insure covid-19 precautions, and mitigation as well as collaboration with local health authority ambulance and to ensure suitable arrangement for necessary welfare and hygiene requirements.
  - c) Daily briefing should be provided about Covid-19, how it spreads, signs and symptoms and how to protect themselves.
  - d) Establishing a controlled entry/exit with temperature check and registration to prevent workers from affected area or preventing sick person from entering the site.
  - e) A detailed profile of project workers should be prepared to identify the elderly or workers with underlying health conditions. It should be worked on to minimize movement in and out of site and contact with the community near the site.
  - f) The contractor is responsible to provide training to worker about covid-19 and signs and symptoms about of corona virus in local (Pashto/Dari) language to remind works of pandemic.
  - g) General hygiene must be practiced on site ensuring handwashing facilities with soap and at vulnerable points like entrance/exit to site, toilet, canteen or food distribution, at drinking water distribution, workers accommodation (main gates) and at where waste is stored.
  - h) The contractor should provide the workers with necessary equipment to prevent covid-19 spread such as masks, gloves, if possible (eye protector, and PPE).
  - i) In case of outbreak at site level or appearance of covid-19 symptoms in one or more individuals the arrangements must be available to immediately removing of the sick, transportation to the nearest medical hospital and quarantine (14) for individuals with close contact and full recovery of sick with negative covid-19 checkup result if returns to site.
  - j) The contractor is also obliged to practice the updated rules and recommendations (then and now) of the Ministry of Public Health (MPH) of the GIRA.



# Index sheet

No	DRAWING TITLE	SHEET NO	REMARKS
1	PROJECT COVER SHEET	0.00	
2	INDEX SHEET	01	
3	GOOGLE MAP	02	
4	GENERAL SITE PLAN	03	
5	GENERAL CROSS SECTION	04	



PROJECT NAME: CANAL CLEANING IN 10th DISTRICT OF HERAT (HRT-GRP-001)  
DRAWING TITLE: INDEX SHEET

PROVINCE: HERAT  
CITY: HERAT  
LOCATION: 10th DISTRICT

SHEET NO: 01/05

H=V toft: 2020-01-02

SCALE: DATE: 2020-01-02

DESIGN DATE: 2020-01-02

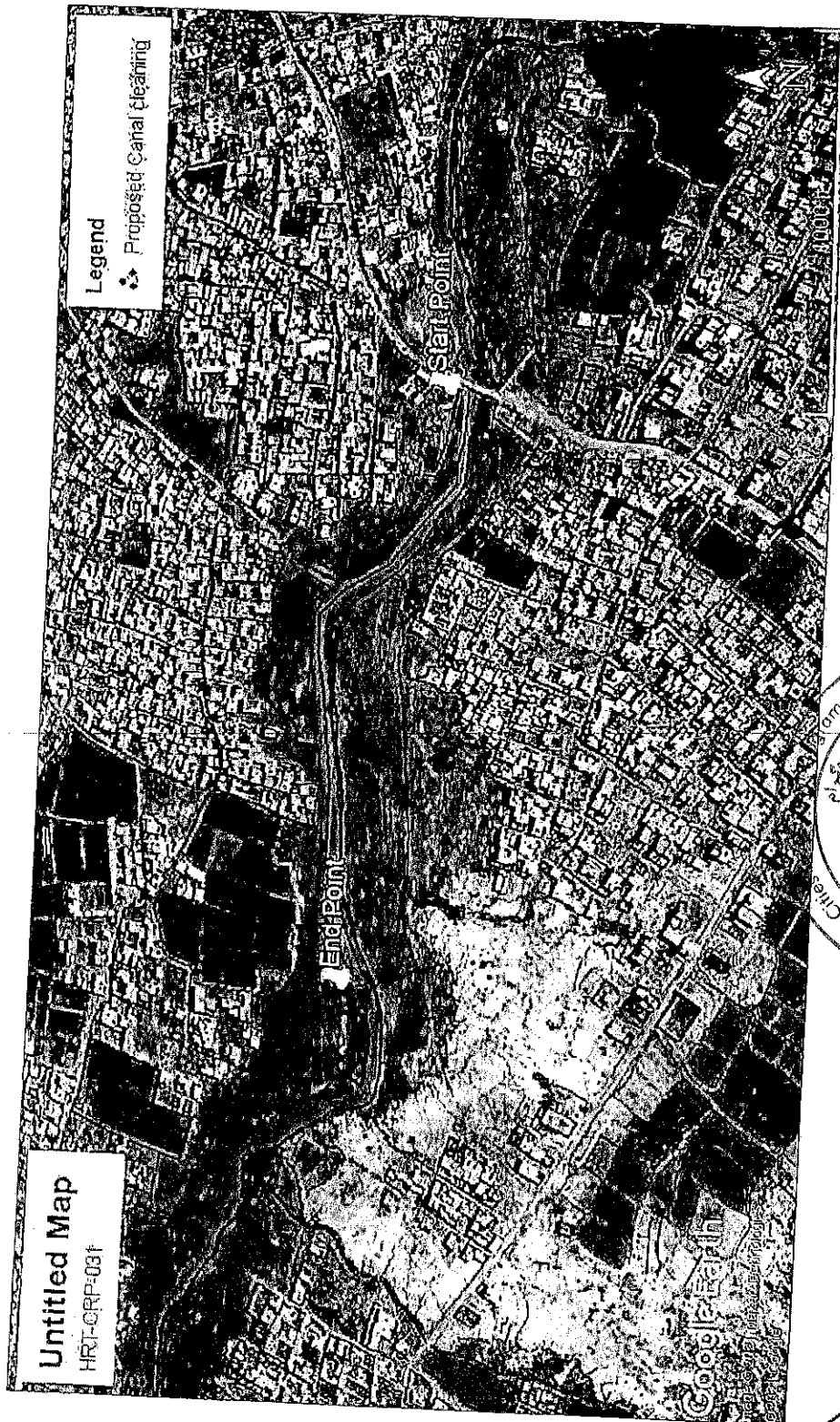
REVIEWED BY: Sayed Afghan Mawla  
APPROVED BY: Director Herat Municipality

FINAL CHECKED BY: Eng. Arsyah Majidi

SURVEYED BY: Eng. Khali Alakoza  
DESIGNED BY: Eng. Masoud Abdullaht

CHECKED BY: Eng. Abdul Hanan Azmi

AFGHANISTAN  
HERAT MUNICIPALITY



CRP ID	Start Point	End Point
CRP-031	34.32451	34.32451
CRP-031	68.17750	68.17750



SURVEYED BY Eng. Khair Akbarzay  
DESIGNED BY Eng. Masoud Abdullahi  
CHECKED BY Eng. Abdul Hameed Akbar

PROJECT NAME CANAL CLEANING NARM DISTRICT OF  
HERAT (HRT-CRP-031)  
DRAWING STYLE GOOGLE MAP

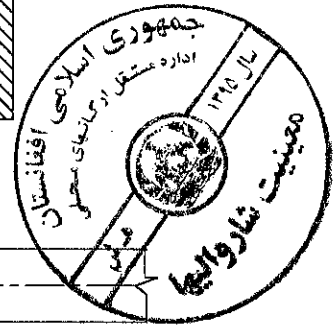
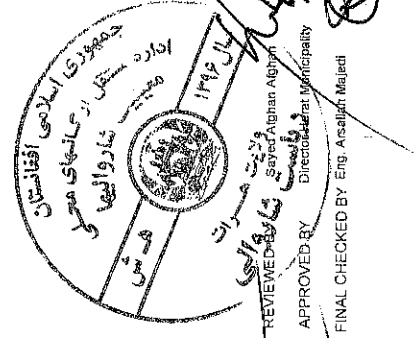
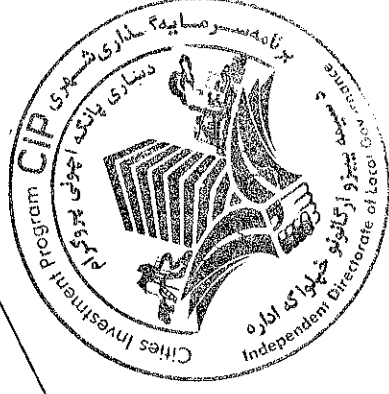
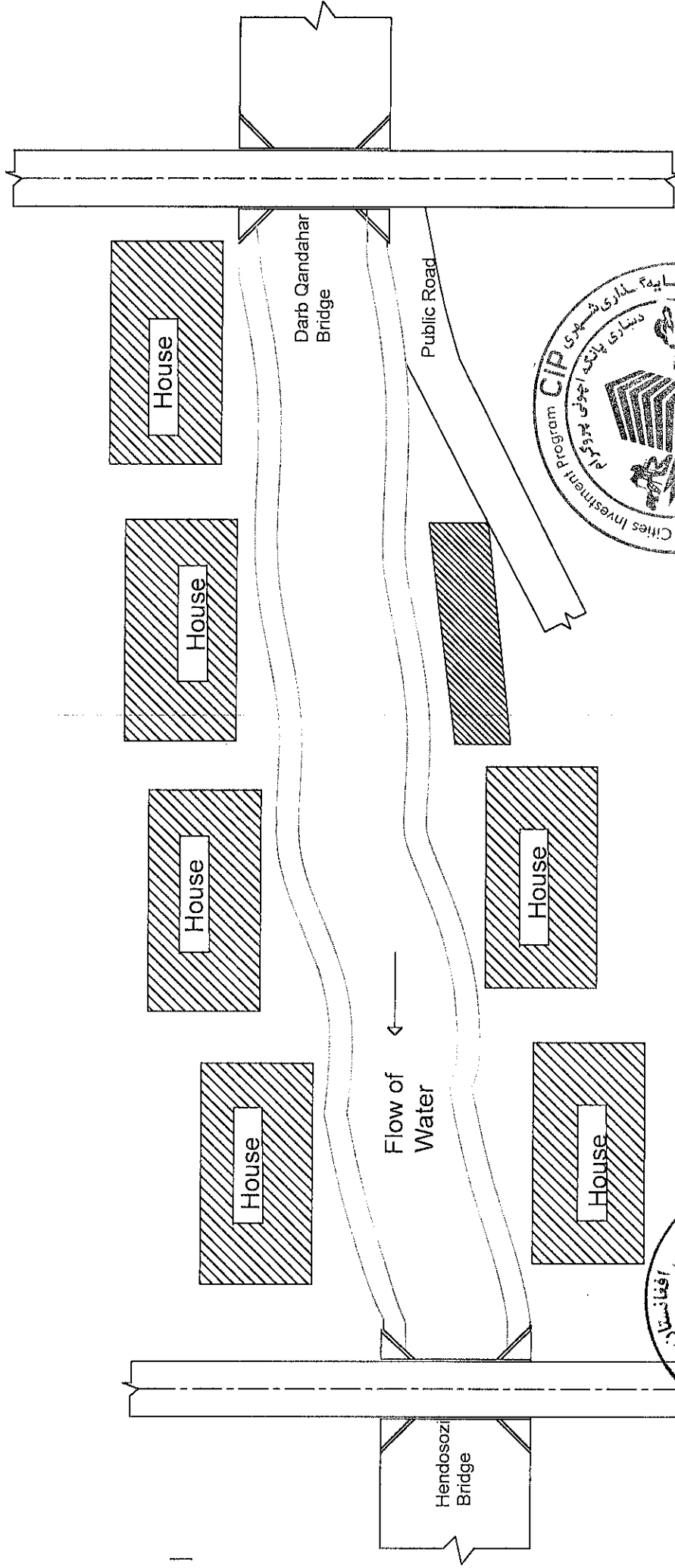
PROVINCE HERAT  
CITY HERAT  
LOCATION 10th DISTRICT

DATE 2021-01-02  
DESIGN DATE 2021-01-02

SCALE 1:5000  
SHEET 3

APPROVED BY  
FINAL CHECKED BY

# PROJECT GENERAL SITE PLAN



PROJECT NAME: CANAL CLEANING IN 10th DISTRICT OF HERAT (HRT-CRP-021)

DRAWING TITLE: GENERAL SITE PLAN OF PROJECT

PROVINCE: Herat

CITY: Herat

LOCATION: 10th DISTRICT

NO. 4

SHEET

H=V tolt

2020-01-02

2020-01-02

SCALE

DATE

DESIGN DATE

REVIEWED BY: Eng. Masoud Abdullahi

APPROVED BY: Eng. Masoud Abdullahi

FINAL CHECKED BY: Eng. Asadullah Majeed

SURVEYED BY: Eng. Masoud Abdullahi

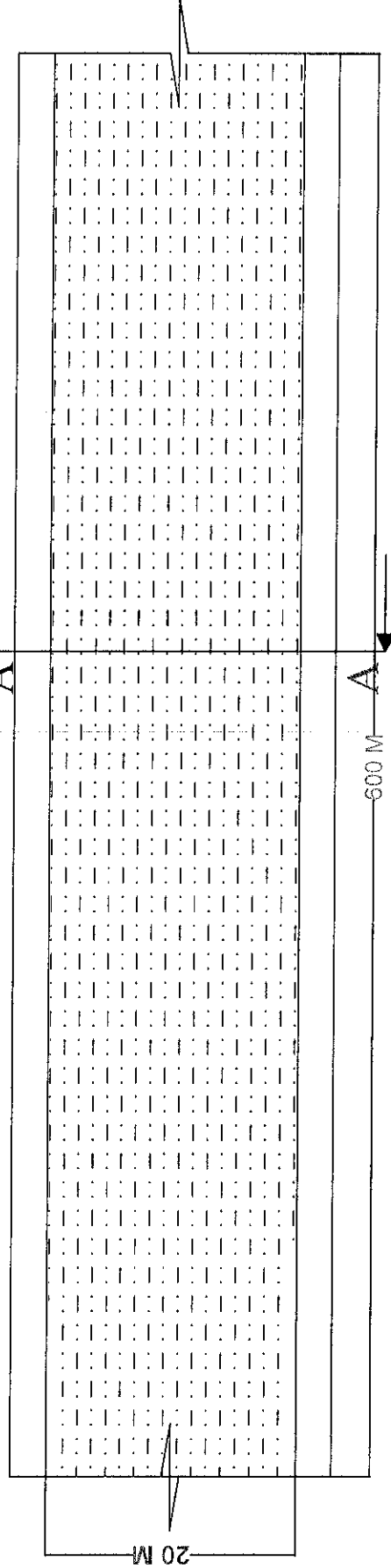
DESIGNED BY: Eng. Masoud Abdullahi

CHECKED BY: Eng. Abdul Hamid Azmi

AFGHANISTAN

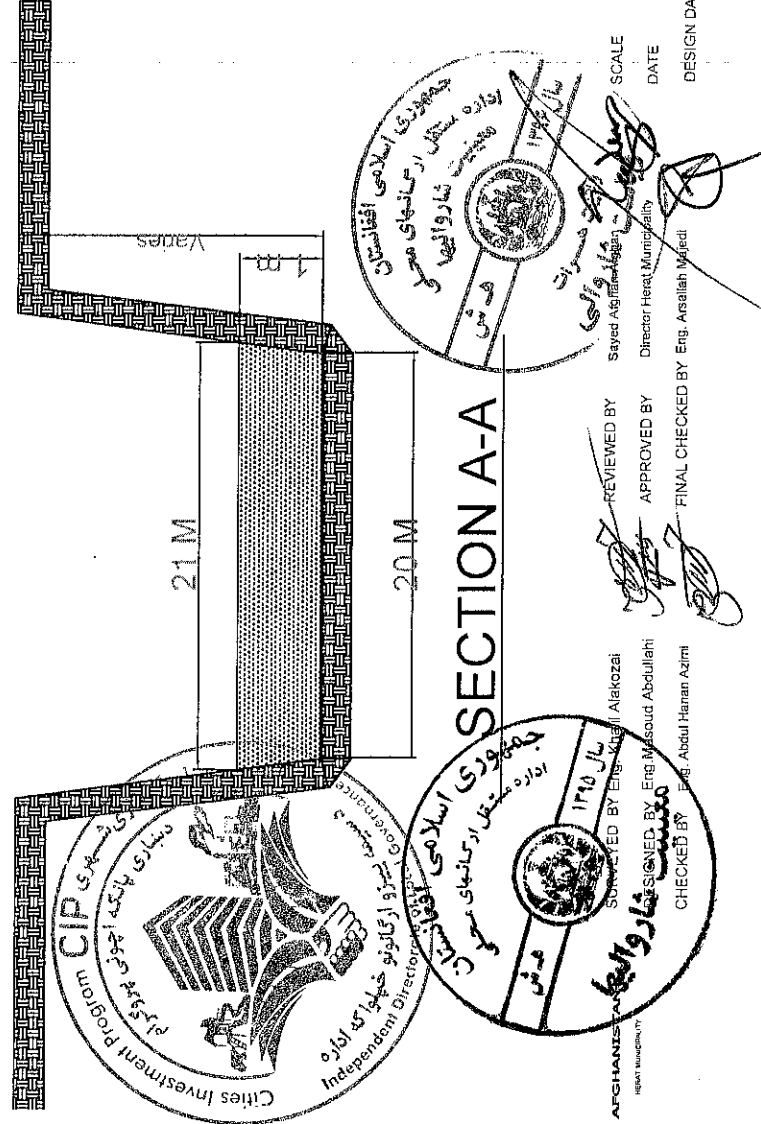
HERAT MUNICIPALITY

# PLAN AND SECTION OF PROJECT



## Note:

All dimension is in meter the actual Wide of drain and site Clearing well be checked during implementation time as per design and technical specification of CIP-IDLG provincial and CIP operation department and technical team



LENGTH OF PROJECT 0.6KM

CONSTRUCTION SCHEDULE

S/NO	DESCRIPTION	UNIT	QUANTITY	W1	W2	W3	W4	W1	W2	W3	W4	REMARKS
1	Mobilization-	LS	1.00	MONTHS								
				1ST				2ND				
2	Provision, erection, maintenance and removal of project sign board as indicated in the drawing or instructed by the Engineer.	Ea	2.00									
3	Cleaning of Canal (Loading, unloading and transportation of excavated material outside of the city	Cum	12,300.00									
4	Demobilization	LS	1									



*[Handwritten signature]*

