



## TENDER SUMMARY LETTER

WAW Main Office  
Kart-e-Char Street 2 (Taraki Street)  
Opposite of Shams Landon Private High School  
House No 07  
Kabul Afghanistan

**To:** Bidders

**From:** Women for Afghan Women (WAW)

**Title:** RFQ No: WAW-RFQ-KBL-0317 Construction activities (Repair and Rehabilitation) in two Schools in Kabul City

**Issuance Date:** April 16, 2024

**Pre-site visit:** April 30, 2024 from 08:00 AM till 04:00 PM. (Afghanistan local time)

**Closing Date for Quotation:** May 06, 2024 at 04:00 PM. (Afghanistan local time)

Dear Bidders:

Women for Afghan Women - is a nonprofit, non-governmental organization (NGO) whose mission is some grassroots, civil society organization; our mission is dedicated to securing and protecting the rights of disenfranchised Afghan women and girls in Afghanistan, particularly their rights to develop their individual potential, to self-determination, and to be represented in all areas of life: political, social, cultural and economic. We advocate for women's rights and challenge the norms that underpin gender-based violence wherever opportunities arise to influence attitudes and bring about change.

Interested and eligible suppliers are requested to submit their completed TENDER DOSSIERS for review. The tender dossier consists of the following information that must be reviewed and completed by each applicant

### Collection of RFQs:

The latest date for the submission of the Tender Dossier is **May 06, 2024 at 04:00 PM.** (Afghanistan local time). The tender dossier should be openly announced through ACBAR or collected from The Logistics Department at: WAW Main Office House # 07 Street # 2 (Taraki Street), Opposite Shams Landon Private High School. District 03, Kabul City.

### Quotations Submission Date and Location:

All application documentation should be submitted in English language in a sealed and stamp envelope. The name of the supplier and the reference number of the tender process should be written on the outside of the envelope with attention to WAW-HQ Office Logistic department. WAW anticipates selection of the winning tender by as soon as possible.

If you have any question or need further clarification please contact through this email address

[Procurement@womenforafghanwomen.org](mailto:Procurement@womenforafghanwomen.org)

**Important:** Remark all bidders shall have requested to give price for all items of BoQs included in the RFQ.

### Question Asking Date

Questions may be submitted no later than **April 30, 2024 4:00 PM. (Kabul, Afghanistan local time).**

Bidders are invited to address questions to the procurement department via email:

[Procurement@womenforafghanwomen.org](mailto:Procurement@womenforafghanwomen.org) No questions will be answered over the phone or in person; all questions must be submitted in writing. All questions received will be compiled into one list, answered, and emailed to all vendors who have confirmed interest in bidding. **Bidders must insert in the subject line of their email the full RFQ Number and Name (e.g. Construction activities (Repair and Rehabilitation) in two Schools in Kabul City**

**I. Bidder's Agreement with Terms and Conditions** – The completion of all RFQ requirements in accordance with the instructions in this RFQ and submission to Women for Afghan Women of a quote will constitute a Lump Sum agreement and indicate the Bidder's agreement to the terms and conditions in this RFQ and any attachments hereto. Women for Afghan Women reserves the right to award a purchase order without discussion and/or negotiation; however, Women for Afghan Women also reserves the right to conduct discussions and/or negotiations, which among other things may require Bidders(s) to revise its quote (technical and/or price. Issuance of this RFQ in no way obligates Women for Afghan Women to award a purchase order, nor does it commit Women for Afghan Women to pay any costs incurred by the Bidders in preparing and submitting the quote/Bid.

**II. Index of RFQ** – This RFQ is comprised in its entirety of the following sections and appendices:

#### Sections of RFQ

Section 1	Quotation Instructions
Section 2	Description of Works
Section 3	Special Provisions
Section 4	Evaluation Criteria

#### Appendices

Appendix A:	Price Quotation Declaration Letter
Appendix B:	Bill of Quantities
Appendix C:	Summary of Relevant Capability, Experience and Past Performance
Appendix D:	Valid Business License/Certificates
Appendix E:	Financial Report (Bank Statement)
Appendix F:	Supplier Questionnaire
Appendix G:	Due Diligence Undertakings
Appendix H:	Scope of Work (SoW)
Appendix I:	Site Visit Form

**III. Composition of Quote** – Bidders shall submit their quotes/bids for items detailed in Appendix A, B, C, D, E and F Detailed Cost Breakdown/Bill of Quantities. The quote will consist of Appendix A through I (see above).

### **Minimum Eligibility Requirements for Vendors to be Considered for Further Consideration**

#### **To Qualify for this RFQ, the Vendor must:**

- Submit their quotes as per deadline and time of the RFQ.
- Hold a valid business license in construction with valid business bank account in company name.
- Accept all WAW terms and conditions, including payment and delivery and installation terms.
- If bid do not meet the key tendering requirements, it will not be considered for further process.
- Pre-site visit in specific date given above

### **SECTION 1 - QUOTATION/BIDS INSTRUCTIONS / ADDITIONAL INFORMATION**

The Bidders shall submit its best price offer/quotation as per the following requirements:

- Quotation Cover Letter signed by a person authorized to sign on behalf of the Bidders. Use the template in Appendix A.
- All Prices shall be quoted in Afghanistan currency **Afghani Only**.
- Bidders shall submit quotes/bids in prescribed Format of Appendix B.
- In case of price discrepancy between unit price and SUBTOTAL price, the unit price shall prevail.

5. The rates quoted shall be for complete service inclusive of all taxes all charges for service contingent to the work.
6. The payment of the supplier will be processed after successful construction works and submission of invoice within maximum 15 days' period. The amount will be transferred to the business bank account of the supplier.
7. Bidder shall sign and stamp all pages of this RFQ.
8. Bid validity: Net 60 days from date of submission.
9. Bidder should submit hard copy of general and similar in their offer.
10. The arithmetic error in each BOQ should not exceed to 5% otherwise the offer will be rejected. Also major deviation in all BOQs and multi items is not acceptable.
11. Women for Afghan Women will not award a subcontract or purchase order to an organization without AISA/Ministry of Commerce Business license. The valid AISA/Ministry of Commerce Business License must be attached to the quotation.

## SECTION 2 – DESCRIPTION OF WORKS OR SERVICES REQUESTED

Please refer to Appendix A, B, C, D, E and F attached list and specifications of items required.

## SECTION 3 – SPECIAL PROVISIONS

The below provisions will be incorporated into any purchase order issued by Women for Afghan Women.

### 3.1. Government Withholding Tax

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, Women for Afghan Women is required to withhold "contractor" taxes from the gross amounts payable to all Afghan for-profit subcontractors/vendors. In accordance with this requirement, Women for Afghan Women shall withhold two percent (2%) tax from all gross invoices to Afghan subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce license. For subcontractors/vendors without active AISA or Ministry of Commerce license, Women for Afghan Women shall withhold seven percent (7%) "Contractor" taxes per current Afghanistan Tax Law.

Before signing of this Agreement, the bidder/supplier will provide a copy of the organization's AISA or Ministry of Commerce license and TIN (Tax Identification Number). Amounts deducted from the invoices will be forwarded to the Ministry of Finance (MOF) Tax Division credited to the firm's TIN. Records of payments to the MOF shall be maintained on file with Women for Afghan Women.

### 3.2 Penalty Charges

If the bidder/supplier fails to supply the specified Works/Services within the date stipulated, Women for Afghan Women shall, without prejudice to its other remedies under the Purchase Order/Contract price, as liquidated damages, deduct a sum equivalent to five percent (5%) of the delivered price of the delayed Works/Services for each week of the delay until actual delivery, up to a maximum deduction of Ten Percent (10%) of the Purchase Order/Contract/Contract value.

### 3.3 Source, Origin and Nationality

The bidder/supplier may not supply any material or services manufactured in or shipped from the following countries: Cuba, Iraq, Iran, Laos, Libya, North Korea, or Syria.

### 3.4 Pre-site visit:

the bidders shall conduct pre-site visit on **April 30, 2024 from 08:00 AM to 04:00PM**. Use **Appendix I** for pre-site visit. Below is Focal point for coordination and confirmation.

Three School Focal Point Info			
Focal point	Shafiqullah Tanha, Project Manager	<a href="mailto:shafiqullah.tanha@womenforafghanwomen.org">shafiqullah.tanha@womenforafghanwomen.org</a>	0793183381
Alternative	Eng. Khairkhwah Technical contract manager	<a href="mailto:am.khairkhwah@womenforafghanwomen.org">am.khairkhwah@womenforafghanwomen.org</a>	072816 2206

### 3.5 Project Duration

The whole construction activities for school shall complete within **(1) month** after the agreement signed between Women for Afghan Women and qualified supplier.

**Projects sites are as below: The construction activity is in two Schools within Kabul City as per below:**

**1) Mahjuba Herawi High School, PD #01 Kabul City.**

**2) Dr. Abdul Hai Elahi High School, District #15, Kabul City.**

**Warranty:** Contractor company shall warranty the completed construction activities for six months.

### 3.6 Inspection

Women for Afghan Women shall have reasonable time to time, after delivery, to inspect the service and works, and to reject acceptance in not conforming to the specifications of this Purchase Order, Contract and offer. Recovery of the rejected item (s) shall be the sole responsibility of the supplier.

### 3.7 Bid Security Deposit

The Interested suppliers/bidders must freeze an amount of **100,000/- One Hundred Thousand AFN** in their bank accounts by name of WAW as Bid guarantee with 3 months' validity as Bank letter and submit the original guarantee letter to WAW separately while submitting the sealed offer hard copy.

- مبلغ صد هزار افغانی تضمین آفر به مدت سه ماه به شکل ضمانت بانکی جدا از افر در زمان تسلیم افرارایه گردد.

### 3.8 Performance Guarantee

The winner bidder/supplier is strongly required to furnish amount of **10% contract** freezing inform of Bank letter as performance guarantee to the end of agreement, at the end of agreement or termination of agreement the performance guarantee will be return to the contractor as per condition and situation of cancellation cause. In case of contractor failure or termination of contract due to failure of contractor the performance guarantee will be forfeited.

مقدار ده فیصد قرارداد منحصیث تضمین اجرا به شکل ضمانت بانکی از شرکت برنده اخذ میگردد. در صورت عدم تحویلی نیازمندی بعد از عقد قرارداد یا هم فسخ قرارداد به اثر تخلف شرکت قراردادی - تضمین اجراء قابل استرداد به شرکت قراردادی نمیشد.

## SECTION 4 - EVALUATION CRITERIA

All quotations received in response to this solicitation will be evaluated or scored (if Applicable) by evaluation sub factors. The Subcontract/Purchase Order shall be awarded on a best value basis. The following sub factors shall be used to evaluate offers:

- Technically Acceptable** – Women for Afghan Women will evaluate each bidder on its expertise and specification described in the bill of quantity and samples.
- Cost** – Women for Afghan Women will consider the total cost of the bid compared to the market prices and also analysis of cost rationality and competitiveness will be conducted on bids received and scoring will be conducted after arithmetic errors check.
- Past performance** - The bidders shall include complete details on past activities of similar scope and size, using the format provided in *Appendix D*, and supplemented with letters of reference. Also, the bids will be evaluated for current and previous presence and experience (Similar and General construction). The bidder must provide at **least 3 copies of similar and general construction contracts from past 3** years to be scored in evaluation. More similar experiences score under general contracts.

**Financial Report** Bidders are required to submit their Bank Statement/line of credit from last three years (2021, 2022 and 2023), respectively. Also Bank Statement it should be issued recently.

EVALUATION CRITERIA	Score numbers
Past Experience (Similar construction) at least three contracts successfully completed	30
Past Experience (General construction) at least three contracts successfully completed	12
Suppliers conducted Pre-site visit (filled form attached)	6
Bank Statement from last three years	12
Offering the Lowest Price and Cost Break Down	40

The Bidders must score at least 60 to be considered as a successful bidder.

**APPENDIX A**

**Price Quotation Declaration Letter**  
[On Letterhead]

<Insert date>

TO: Women for Afghan Women  
Procurement Department

**Dear Bidders:**

We, the undersigned, offer to provide the **Request for Quotation - RFQ # WAW-RFQ-KBL-0317 Construction activities (Repair and Rehabilitation) in two Schools in Kabul City.**

**Total amount of both BoQs AFN ( )**

In accordance with your Request for Quotation dated <Insert date> and our Proposal (Technical and Financial). Our attached quotation is for the sum of above amount for all construction activities of BoQ.

Our quotation shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the quotation, i.e., <Expiration date or Validity of Bid >.

We understand you are not bound to accept any quotation you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## Women for Afghan Women

### Appendix B: (BoQ 01) Detailed Bill of Quantities

**RFQ No with Title:** WAW-RFQ-KAB-0317, Construction activities (Repair and Rehabilitation) in two Schools in Kabul City

**School Name and location:** Mahjuba Herawi High School, PD # 01 of Kabul City

Remark	Total Price AFN قیمت مجموعی	Units Price قیمت فی واحد	QTY مقدار	Unit واحد	Items Description (ترمیمات) فعالیت های ساختمانی	No
			140	m2	کندنگاری کانکریت تخریب شده پیاده رو و صحن مکتب و انتقال مواد زاید آن بجای مناسب با امور ایجابی	1
			6.19	m3	کانکریت ریزی پیاده روها با تناسب (1:1.5:3) معه قالب بندی با کیفیت عالی و امور ایجابی	2
			1	ls	نصب سلب های کانکریتی پیش روی دروازه عمومی و برش کاری کانکریت موجوده با امور ایجابی	3
			1	ls	ترمیم آهن پوش و ناوه های لبرگرد بلاک سه منزله با استفاده از آهن چادر 24 گیج، پیچ های واشل دار و سرش مخصوص با تمام ضروریات و ایجابات تخنیکی	4
			3.25	m2	نصب موزایک موجوده در کار فرش دهلیز معه متراکم کردن با مارک مصاله 150 با کیفیت عالی و امور ایجابی	5
			42.6	m2	تهیه و نصب موزایک درکار زینه های عمومی با مارک مصاله 150 با کیفیت عالی و امور ایجابی	6
			70	m2	پلسترکاری نبش های کلکین، دروازه تعمیر و مبرزها با تناسب (1:4) با امور ایجابی	7
			8	m2	تهیه و نصب شیشه به ضخامت 4 ملی متر معه چفتی با امور ایجابی	8
			32	Each	تهیه و نصب قفل های جدید ( lock-ابرای دروازه های صنوف با کیفیت عالی و امور ایجابی	9
			130	m2	تهیه و نصب جالی فلزی معه چفتی با کیفیت عالی و امور ایجابی	10
			6	m2	تهیه و نصب پله های جدید دروازه های صنوف از چوب خار و تخته لاسانی (16) ملی متر معه آهن جامه با کیفیت عالی و امور ایجابی	11
			38	Each	اجست کاری و ترمیم پله های دروازه های چوبی تعمیر سه منزله و مبرزها و برش کاری لبه پایین آن معه دوباره نصب و آهن جامه باتمام ایجابات تخنیکی و امور ایجابی	12

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			12	m2	تهیه و نصب پله های کلکین از چوب خار مطابق نمونه موجوده معه آهن جامه با امور ایجابی	13
			40	m2	اجست کاری، ترمیم و روکاری پله های کلکین از چوب خار مطابق نمونه معه آهن جامه باتمام ایجابات تخنیکي و امور ایجابی	14
			20	Each	تهیه و نصب ناخونک های جدید برای پله های کلکین صنوف مطابق نمونه با امور ایجابی	15
			1	ls	ترمیم و تحکیم کاری کتاره چوبی بالکن ها با تمام ایجابات تخنیکي و امور ایجابی	16
			1	ls	نصب و تحکیم کاری گروپ های نیون بالکن و صنوف با امور ایجابی	17
			3818	m2	رنگمالي آبی پلاستیک (75%) داخلی تعمیر و مبرزها سه قلمه باکیفیت عالی معه تراشکاری رنگ پوستک شده قبلی با امورات ایجابی	18
			1782	m2	رنگمالي روغنی دروازه ها، کلکین ها، کتاره و پایزاره دو قلمه با کیفیت عالی او امور ایجابی ان	19
			1950	m2	رنگمالي بیرونی (ویدر شیلد 100%) سه قلمه با کیفیت عالی معه تراش کاری رنگ پوستک شده با قبلی تعمیر سه منزله و مبرزها با امور ایجابی	20
			28	Each	تهیه و نصب تخته های وایت بورد به ضخامت (8 mm) درجه اول به سائز (1.2*2.2) متر معه چوکات با کیفیت عالی و امور ایجابی	21
			1	ls	ترمیم دروازه های فلزی عمومی مکتب مطابق پروفیل های موجوده با تمام ضروریات و ایجابات تخنیکي	22
<b>قیمت مجموعی بل احجام اول به افغانی (Total Price of BoQ 01 in AFN)</b>						

## Women for Afghan Women

### Appendix B: (BoQ 02) Detailed Bill of Quantities

**RFQ No with Title:** WAW-RFQ-KAB-0317, Construction activities (Repair and Rehabilitation) in two Schools in Kabul City

**Schools Name and location:** Dr. Abdul Hai Elahi High School, PD # 15 of Kabul City

Remark	Total Price AFN قیمت مجموعی	Units Price قیمت فی واحد	QTY مقدار	Unit واحد	Items Description مشخصات فعالیت های ساختمانی	No
			140	m2	کندنکاری کانکریت فرش جاهای تخریب شده تعمیر(24) صنفی و انتقال مواد زاید آن بجای مناسب با امور ایجابی	1
			16.32	m3	کانکریت ریزی جهت داغ گیری فرش صنوف، دهلیز و آبرو کشی ناوه لبرگرد بام تعمیر(24) صنفی با تناسب (1:1.5:3) با کیفیت عالی و امور ایجابی	2
			22.4	m2	تهیه و نصب موزایک درجه اول در کار زینه ها با مارک مصالحه 150 با کیفیت عالی و امور ایجابی	3
			1	ls	کندنکاری لبرگرد سابقه آهن پوش تعمیر (24) صنفی با امور ایجابی	4
			165	m	نصب دوباره لبرگرد سابقه با استفاده (25%) آهن چادر 24 گیج مع سرش مخصوص با تمام ایجابات تخنیکی و امورات ایجابی آن	5
			1	ls	ترمیم آهن پوش بلاک (24) صنفی با استفاده از آهن چادر 24 گیج، پیچ های واشل دار و سرش مخصوص با تمام ضروریات و ایجابات تخنیکی	6
			52.32	m2	تهیه و نصب شیشه به ضخامت 4 ملی متر مع چفتی با امور ایجابی	7
			36	Each	تهیه و نصب قفل های جدید ( lock-زبرای دروازه های صنوف با کیفیت عالی و امور ایجابی	8
			122	m2	تهیه و نصب جالی فلزی مع چفتی با کیفیت عالی و امور ایجابی	9
			68	m2	تهیه و نصب پله های جدید دروازه های صنوف از چوب خار و تخته لاسانی (8) ملی متر پرسی مع آهن جامه با کیفیت عالی و امور ایجابی	10
			12	m2	تهیه و نصب پله های کلکین از چوب خار مطابق نمونه موجوده مع آهن جامه با امور ایجابی	11
			54.6	m2	اجست کاری و ترمیم پله های کلکین از چوب خار مطابق نمونه مع آهن جامه باتمام ایجابات تخنیکی و امور ایجابی	12



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			41	Each	تهیه و نصب ناخونک های جدید برای پله های کلکین صنوف مطابق نمونه با امور ایجابی	13
			45.5	m2	پلسترکاری نیش های کلکین و دروازه معه دیوار با تناسب (1:4) با امور ایجابی	14
			4432	m2	رنگمالی آبی پلاستیک (75%) داخلی صنوف و دهلیز سه قلمه باکیفیت عالی معه تراشکاری رنگ پوستک شده قبلی با امورات ایجابی	15
			1600	m2	رنگمالی روغنی دروازه ها، کلکین ها، کتاره و پایزاره دو قلمه با کیفیت عالی او امور ایجابی ان	16
			1088	m2	رنگمالی بیرونی (ویدرشیلد 100%) سه قلمه با کیفیت عالی معه تراش کاری رنگ پوستک شده با قبلی با امور ایجابی	17
			28	Each	تهیه و نصب تخته های وایت بورد به ضخامت (8 mm) درجه اول به سایز (1.2*2.4) متر معه چوکات با کیفیت عالی و امور ایجابی	18
			6.2	m2	تهیه و نصب پنجره فلزی از پروفیل (30*30) برای دروازه دهلیز منزل اول 18گیچ با امور ایجابی	19
<b>قیمت مجموعی بل احجام دوم به افغانی (Total Price of BoQ 02 in AFN)</b>						
<b>قیمت مجموعی بل احجام اول و دوم به افغانی (Total Price of BoQ 01 and BoQ 02 in AFN)</b>						

**Appendix C**  
**SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE**

Include projects that best illustrate your experience relevant to this (RFQ) or similar activities, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past three years may be taken into consideration at the discretion of the evaluation panel.

NO	Project Title and Description of Activities	Location Province/District	Client Name/ Email /Tel #	Cost in AFN	Start Dates	End Dates	Completed on Schedule (Yes/No)	Subcontractor or Prime Contractor?
1								
2								
3								
4								
5								

**APPENDIX D  
BUSINESS LICENSE/CERTIFICATE**

License

**Please Attach**

**APPENDIX E**

**Financial Report/Bank Statement for last three years**

**Please Attach**

**APPENDIX F**

**SUPPLIER QUESTIONNAIRE**

The information provided in response to this questionnaire will be held confidential by WAW for use only in Supplier Evaluation and not disclosed to any outside party without your prior written consent.

Please provide the following information:

1. Name of supplier	
2. Address of supplier	
3. Contact name	
4. Telephone number	
5. Mobile number	
6. Email address	
7. Website address	
8. What are your opening hours/days?	
9. Company registration number	
10. Year of company registration	
11. Please attach company registration documentation	
12. Annual turnover of your company	
13. Number of employees in your company	
14. Name of bank	
15. Bank details	
16. What products and services do you supply?	
17. Are you able to provide samples of the construction material?	
18. What warranties/repair services do you offer?	
19. What storage or stock capacity do you have?	
20. Please provide references of other aid agency customers you have supplied with works or services.	
21. Do you have a health and safety policy?	

*It should be noted that the answers you provide to this questionnaire might influence your potential relationship with WAW. Following completion, signature, and submission of this questionnaire any subsequent changes must be submitted to WAW in writing immediately.*



## Appendix G

**موضوع:** صحت معلومات، اسناد ضمایم آفرو Due Diligence Undertakings شرکت برنده قرارداد!

نظر به ماده 7.14 پالیسی تدارکات موسسه زنان برای زنان افغان (WAW)، در کنار شرایط مندرج اسناد داوطلبی، سپردن تعهدات تحت عنوان (Due Diligence Undertakings) برای اكمال کننده (شرکت قراردادی) حتمی میباشد. از شما تقاضا میگردد تا موارد ذیل را به موسسه زنان برای زنان افغان (WAW) تعهد داده و در صورت اثبات عدم صحت این موارد، مسئولیت حقوقی و مالی بدوش شرکت شما خواهد بود.

- 1- این شرکت تحت ریاست \_\_\_\_\_ و معاونیت \_\_\_\_\_ دارنده جواز نمبر \_\_\_\_\_ ثبت و راجستر شده وزارت محترم صنعت و تجارت بوده و دارای جواز معتبر میباشد.
- 2- شرکت ما دارای TIN نمبر \_\_\_\_\_ ثبت و راجستر شده وزارت محترم مالیه بوده و مکلفیت های مالیاتی خویش را حسب احوال قانون به مراجع مربوط ادا نموده است.
- 3- شرکت ما اطمینان میدهد که تمام معلومات مندرج آفرا اسناد ضمیمه شده صحت دارد.
- 4- شرکت ما در لیست محرومیت هیچ نهاد دولتی و حقوقی و یا موسسات مربوط به سازمان ملل متحد نمی باشد.
- 5- رئیس و یا معاون شرکت ما در لیست تحریم های بین المللی و گروه های دهشت افکن قرار ندارد.
- 6- رئیس/ معاون شرکت ما بالاثر تخلف در تجارت در خلال سه سال اخیر از اشتراک در مراحل تدارکاتی محروم نگردیده است.
- 7- شرکت ما از توانایی کامل تخنیکي و مالی بخاطر تطبیق موفقانه این قرارداد، برخوردار است.
- 8- شرکت ما از پرداخت دیون عاجز نبوده و در حالت انحلال و ورشکستگی قرار ندارد.
- 9- شرکت ما هیچگونه تضاد منافع در این پروسه تدارکاتی ندارد.
- 10- محل فعالیت شرکت ما \_\_\_\_\_ در داخل کشور میباشد.

با احترام

نام مکمل شرکت \_\_\_\_\_

نام و تخلص رئیس/معاون شرکت \_\_\_\_\_

تاریخ و امضاء \_\_\_\_\_

## **APPENDIX H**

### **Scope of Work (SoW)**

**MISSION:** Women for Afghan Women (WAW) is a grassroots civil society organization dedicated to protecting and promoting the rights of disenfranchised Afghan women and girls in Afghanistan and the United States. In particular, WAW works to help Afghan women and girls exercise their rights to pursue their individual potential to self-determination, and to representation in all areas of life—political, social, cultural, and economic. WAW relentlessly advocates for women’s rights and challenges the norms that underpin gender-based violence to influence attitudes and bring about change.

**VISION:** Women for Afghan Women is committed to working towards a world in which Afghan women and girls enjoy peace, justice, equality, and the freedoms to participate in all spheres of life and live without fear. Women for Afghan Women envisions a world in which all women and their families thrive and prosper.

#### **Construction activities (Repair and Rehabilitation) in two Schools in Kabul City**

Excavation works, Demolition of existing concrete floors, Concrete works in sidewalks, Installation of GI Downspouts, Installation of Mosaic with Mortar, Plaster works, Supply and Installation of Windows glasses, Supply and Installation of Fly screens, Supply and Installation of I-lock for classroom doors, Supply and Installation of Doors, Repairing of Handrail, Installation of lights, Painting works (Inside, Outside and doors), Supply and Installation of Whiteboards, Repairing of School main metallic gate, and so on in Mahjuba Herawi High school, PD # 01 and Dr. Abdul Hai Elahi High School, PD # 15 in Kabul City, Kabul Province of Afghanistan.

#### **Price and Associated cost**

Unit prices indicated in the Bill of Quantity (BoQ) attached with contract are fixed and invariable, the prices include any taxes and import duties, transport cost, supply of use cost, service manuals and technical diagrams – overall the DDP (Delivery Duty Paid) incoterms apply for this contract.

### **SECTION 1**

#### **ARTICLE 1: GENERAL**

Construction activities (Repair and Rehabilitation) in two Schools in Kabul City.

BoQ and the Scope of works (attached) include all specific details and exact requirements.

#### **ARTICLE 2: SUMMARY OF WORK**

##### **2.1 Contractor Responsibilities**

The contractor shall accomplish the required work at the site. The contractor will be required to provide all personal protective equipment to guarantee safety and good working conditions for all workers on the construction site.

The contractor is fully responsible for offering fair wages, mostly for the local skilled and unskilled laborers. The contractor is fully responsible for providing the labor Personal Protective Equipment (PPE) kit to prevent any possible accident, injury, or death.

The contractor shall provide transport and storage of all construction materials & tools to the construction site necessary for the execution of the work at his own risk and expense.

To define the standards of work required by the contractor, the contractor will be required to provide samples of materials for the client’s (WAW) prior written approval. Approved samples must be part of the permanent work.

All materials brought to the site shall remain or become the contractor’s property. The contractor must appropriately provide these materials to the site and ensure they are adequately protected against weather and other loss, damage, and theft risks.

The contractor is responsible for any loss, damage, or theft of materials on the site. In the event of contract termination because of any breach of contract terms, the contractor shall forfeit all claims to the materials in site.

**2.2 Security**

The contractor is responsible for providing security protection during construction to safeguard his employees and equipment.

**ARTICLE 3: DAMAGES:**

- a- Delay penalties: the delay penalty per day will be 0.05% of the contract amount, and the maximum delay is **2 weeks**, then the contract will be terminated. (Force majeure Unforeseen conditions) are exceptional.
- b- Compensation: if the contract terminates due to contractor failure or damaged WAW/beneficiary property/asset, the contractor company is obliged to compensation as per WAW/government rules. (Force majeure Unforeseen conditions) are exceptional.

**ARTICLE 4: CONSTRUCTION PERFORMANCE PERIOD**

The implementation of construction and repairing works in field is as be below table:

**Work Break down for Construction Works**

No	Activities	Duration
1	▪ Mobilization and Site Preparation	2 days
2	▪ Excavations and Demolition works	2 days
3	▪ Concrete and Mosaic Works	7 days
4	▪ Carpentry works	3 days
5	▪ Plastering works	2 days
6	▪ Metallic and Steel works	2 days
7	▪ Electrical Works and Supply of Equipment	2 days
8	▪ Painting works and handover	10 days
	Total works period	<b>30 days</b>

**ARTICLE 5: WARRANTY**

The contractor shall warranty all works for three months (**12 weeks**) after the final acceptance of the project. The warranty shall include all works necessary to bring the structure back to 100% serviceability. On the other hand, in line with quality requirements, as recommended by the WAW during the warranty period, the WAW technical team will ensure a follow-up of the works, inspecting the sites during 3 months of warranty. The contractor remains responsible for any defect related to the improper realization of the works or the use of poor-quality materials. The contractor shall immediately correct deficiencies once notified by the WAW technical team.

**ARTICLE 6: CONSTRUCTION REPORT**

The contractor must send a comprehensive narrative activities progress report to WAW technical department (weekly, bi-weekly, monthly, and final reports)



**ARTICLE 7: Payment condition**

The payment installments will be released according to the following schedule

Installment	Payment Percentage	Remarks
First	First 50% payment shall be made on 60% work progress	Payment will be released based on the confirmation of WAW technical and MoE representative engineers' progress/completion report
Second	Another 50% shall be made based on 100% work progress	

<b>Performance Security:</b>		
performance security amount as bank letter in WAW Name	<b>10%</b>	After three months warranty period completion.

- The above-mentioned payment will be paid after work completion of each stage as stated in above table.
- The WAW and MoE technical Engineers will make final determination of overall project completion.
- Payments will be made in AFN currency by bank transfer.
- To comply with the Afghan financial law, 2% (two percent) tax from total amount will be deducted from the total amount and will be paid to the ministry of finance at the end of the project.

**ARTICLE 8: INSPECTION OF CONSTRUCTION:**

- All work shall be conducted under the general direction of the WAW.
- If the work is found to be defective or nonconforming in any material respect due to the contractor's fault, the contractor shall defray the expenses of satisfactory rehabilitation.
- The contractor assumes and adheres full responsibility for knowing and understanding the contract documents, Standard operating procedure (SOP), and modality for making all necessary inquiries regarding the works and the site. The assigned project supervisor/technical team is responsible for training and sharing all project necessary documents with the contractor before field work commencement.
- The contractor shall always keep one set of the contract documents on the site, in good order, and available to the director of works.
- The contractor or his duty-authorized representative shall be at the site during normal hours (8:00 Am-4:00 Pm) receiving the instructions of the WAW technical team.
- All the time, WAW shall have access to the works/project site or where work/material is stored.
- During the progress of the work, WAW shall have the authorization to write in the journal:
  - In site, the journal should be present to note the work progress, suggestions, and objections.
  - The WAW and MoE technical engineers have the right to remove any material on the site that is not as per the agreed project documents.
  - Any suggestion by the WAW and MoE technical engineers observed; should be written in the journal.
  - If the contractor does not follow the instruction mentioned in the journal, the technical team has the right to stop the activity until the correction of activities.

- As a humanitarian organization, WAW requires that the contractor observes basic transparency standards in its procedure related to signed contract.
- Safety tools for skilled and unskilled labor should be provided during the construction phase.
- Availability of first aid kit in each construction site.

**The Works are Over Only After the Following Steps:**

- WAW and MoE technical team will conduct field visits to ensure the quality and quantity of the contracted project according to the agreed project documents.
- Donor monitoring visits and their suggestions are incorporated accordingly.
- WAW and relevant stakeholders' joint visits from the project site.
- WAW and the school construction contractor company visit to ensure progress completion and acceptance if no repairing is needed (considering the stated terms of the warranty).

**ARTICLE 9: TERMINATION CLAUSE:**

**9.1 Termination for the WAW convenience.**

The client reserves the right to terminate this contract as per WAW Policies specify in the contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its contractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of the termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the client have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

**9.2 Termination for cause.**

The WAW may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the client, upon request, with adequate assurance of future performance. In the event of termination for cause, the client shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the WAW for all rights and remedies provided by law. The termination causes are: Donor stop funding, government ban, force majeure condition, legal issues force WAW/Contractor to stop field work and WAW is not responsible for any compensation to contractor

**SECTION 2**  
**TECHNICAL REQUIREMENTS**

**ARTICLE 1: GENERAL**

The contractor's construction must comply with the technical requirements contained herein. The contractor shall provide construction using the best blend of cost, construction efficiency, system durability, ease of maintenance, and environmental compatibility.

The project includes furnishing labor, materials, and equipment for the construction works and required utilities.

**ARTICLE 2: SAFETY**

It is not expected that mines or unexploded ordnance (UXO) are present in the project area.

It is the responsibility of the contractor to be aware of the risk of encountering UXO and to take all actions necessary to ensure a safe work area to perform the requirements of this contract. If, during construction activities, UXO is unexpectedly discovered or uncovered, or suspected to be present, the WAW will be

notified, all operations shall cease immediately, and personnel shall be moved to a safe location until the item is removed, by qualified personnel.

### **ARTICLE 3: NOTIFICATION OF NONCOMPLAINE**

The WAW will notify the contractor of any detected noncompliance with the foregoing requirements. The contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the contractor at the work site, shall be deemed sufficient for the purpose of notification. If the contractor fails or refuses to comply promptly, the WAW may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages.

### **ARTICLE 4: LIMINATION OF WORKING SPACE**

The contractor shall confine his operations strictly within the boundaries of the site. Workmen will not be permitted to trespass on adjoining property. Any operations or use of space outside the boundaries of the site shall be by arrangement with all interested parties. It must be emphasized that the contractor must take all practical steps to prevent his workmen from entering adjoining property of the school owner house and in the event of trespass occurring that contractor will be held entirely responsible during work hours.

### **ARTICLE 5: TEMPORARY STRUCTURES**

The contractor shall erect suitable temporary cloth fences, and necessary structures to safeguard his equipment, materials and plant against damage or theft and for the protection of the general public and shall adequately maintain the same throughout the course of the contract.

### **ARTICLE 6: ENVIRONMENTAL PROTECTION**

The contractor shall comply with all Afghan laws, rules, regulations or standards concerning the environmental pollution control and abatement regarding discharge of liquid waste into natural streams or manmade channels.

The WAW will notify the contractor in writing of any observed non-compliance with the forgoing provisions. The contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the WAW may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or damages will be awarded to the contractor unless it was later determined.

Measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and construction materials from polluting the construction site and surrounding area.

Disposal of any materials, wastes, effluents, trash, garbage, oil grease, chemicals, et., shall be taken to a dumpsite off site and subject to the approval of the WAW.

### **ARTICLE 7: SITE PREPARATION**

The contractor will perform all site preparation to include soft cutting, filling, grading, and compacting for site preparation and erosion control.

Contractor will dispose of all materials, wastes, effluents, trash, garbage, oil, grease, chemicals, and other foreign materials prior to commencing construction. All materials removed shall be taken to a dump off site and subject to the approval of the WAW.

### **ARTICLE 8: CLEANUP**

The contractor will clean up all left-over materials from the construction site prior to the project's being determined to be complete. No trash or construction debris shall be left in the project area prior to acceptance by the WAW.

The WAW reserves the right to inspect the quality of stone work, bricks, door, windows, roofing and latrine in order corrections or replacement, at no additional expense to the WAW, of items determined as not meeting the minimum standard.

### **SECTION 3** **SPECIAL CLAUSE**

#### **ARTICLE 1: CONTRACT MODIFICATIONS/Amendments**

- Any changes in terms and conditions of signed contract are subject to proper justification and will be processed and governed by WAW procurement and donor Policy as amendment.
- Any required change/s in BoQ and construction materials subject to donor and WAW approval.

#### **ARTICLE 2: TIME EXTENSIONS:**

Time extension with cost or without cost is subjected to proper justification and will be processed as amendment through WAW procurement policy. Delay due to fault of contractor will not be considered as time extension and delay penalty will be charged.

Contractor's right to proceed will not be terminated nor will contractor be charged with damages for delays arising from unforeseen causes beyond contractor's control (Force Majeure). However, the contractor must immediately notify the WAW of such delays in writing.

#### **ARTICLE 3: COMPLIANCE WITH AFGHANISTN LAW**

The WAW policies and law and regulations of the Islamic Emarat of Afghanistan govern this contract. In the event of any dispute arising from this contract, the parties shall firstly try to solve said dispute in an amicable manner. If the dispute cannot be resolved by the parties, said dispute shall be submitted to arbitration in keeping with the Islamic Emirate of Afghanistan law. Arbitration shall be the sole method of resolving any dispute arising from this contract.

#### **ARTICLE 4: ETHICAL CLAUSES AND CHILD LABOUR**

- The WAW can terminate this contract sine die, if it is determined that the contractor has engaged in corrupt, fraudulent, collusive and/ or coercive practices as described in WAW polices.
- Corrupt practice is defined as is the offering, giving, receiving or solciting, directly or indirectly, of anything of value to influence improperly the activities of the WAW.
- Fraudulent practice is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, the client to obtain a financial or other benefit or to avoid an obligation.
- Collusive practice is undisclosed arrangement between two or more tenderers or candidates designed to artificially alter the results of the tender procedure to obtain a financial or other benefit.
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities. As a humanitarian organization, the WAW requires that the contractor observes basic transparency standards in its procurement procedure related to this present contract.

- As a humanitarian organization, the WAW requires that the contractor observes and upholds minimum ethical standards during the procurement and execution of the contracts including the avoidance of child labor (under the age of 18 years old) over aged or disabled and the respect of basic social rights and working conditions based on international labor standards.

#### **ARTICLE 5: CONTRACTOR'S RESPONSIBILITIES**

The following items are the sole responsibility of the contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by contractor:

- The contractor should pay the wages on timely manner based on Afghanistan labor law
- Sales within the country of contractor-owned materials and equipment.
- Stamp tax on documents, payments and payrolls.
- Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.
- Any other logical changes can be applicable with mutual agreement.
- The contractor should deal with any possible conflict raised by community, and should immediately notify the WAW for timely resolve of the conflict.

#### **Article 6: PROTECTION AND PRECAUTIONS MEASURES:**

- The contractor shall restrict his activities to within the Site and shall avoid entry on to any other lands except where the contractor has made his own arrangements for such entry. Any trespass, damage, or claims arising from such entry shall be the sole responsibility of the contractor, who shall hold the contractor indemnified against all claims arising from such trespass or damage.
- The contractor shall comply strictly with the local and general safety regulations, and shall provide and maintain at all times during the progress of the works adequate protection measures for lives and properties.
- The Contractor shall afford all necessary protection to existing structures and will be required to make good at his own expense any damage done to such structures through his own or his representatives or contractors' fault and negligence.
- The Contractor shall afford all necessary protection to existing roads in the area. He will clear and make good at his own expense any damage to or debris on these roads through his own fault and negligence. He must at all-time ensure the free and normal flow of traffic and shall not cause obstruction to the traffic system.
- The Contractor shall provide and maintain necessary protection and precautionary measures such as warning signs, warning lamps and barricades etc. to prevent accidents. The Contractor shall promptly correct all such damage to original condition at no additional expense to the WAW.
- The contractor must ensure himself about any risks which can threat the personnel, activities and related work. In case of any risk and threat, or any incident that affects the contractor, WAW is not responsible and the responsibility goes to the contractor itself.
- The contractor shall bear full responsibility for any injury or death to any person and property damage resulting from his operations within the limits of the Works.
- The Contractor shall confine his operations to the areas that are actually required for the Works and shall fence the area accordingly.

#### **APPENDIX I**

### **فورم بازدید قبلی از ساحه Pre- site visit format**

**MANDATORY SITE VISIT STATEMENT**

**Description: Construction activities (Repair and Rehabilitation) in two Schools in Kabul City**

I hereby confirm that my Company has inspected the site(s), and that it has obtained all necessary information related to risks, contingencies and other circumstances which might influence or affect the provision of the works or execution of the works. In this regard, my Company acknowledges the following:

- a. Knowing the location of school and delivery modes
- b. Repairing and Rehabilitation works
- c. Any other issues concern supplier price

Name of the Company: نام کمپنی	
Full Name of company representative: نام نماینده رسمی کمپنی	
Sign, Stamp and Date مهر و امضاء شرکت	

Full Name of WAW/school Focal Point نام نماینده موسسه یا مکتب	
School Name and Place نام مکتب و موقعیت آن	
Sign, Stamp and Date مهر و امضاء مکتب / نماینده موسسه	