



# **Afghanistan Community Resilience and Livelihoods Project**

## **Preamble to the Bills of Quantities**

### **Generic to all sub-projects**

**2024**

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## 1. Introduction:

The main objective of this World Bank funded project is to provide short-term livelihood opportunities and deliver urgent essential services in rural and urban areas. This immediate assistance will first provide short-term employment and income to Afghans while also improving access to basic services such as clean water and sanitation, roads, and basic neighbourhood improvements.

Women and vulnerable groups, such persons with disabilities, will be especially assisted. The Project will also support community-level systems and institutions for long-term resilience, sustainability and inclusive development.

By engaging local private sector contractors in the cities, the Project will help preserve the local civil works implementation capacity that has been gradually developed over the past two decades. The Project will be delivered through the UNOPS which is a UN agency.

## 2. Labour:

It is a requirement of the Contract that the Contractor will maximise the use of unskilled labour at all times during the course of the works. The requirements for the engagement of labour are set out within Series 1300 of the Specification for the Works.

The Contractor will be required to pay each labourer a minimum wage of **450 AFN and 700 AFN (unskilled and skilled respectively)** per day (after any and all deductions) for an 8hr day. The payment cycle to be bi-weekly or as instructed in contract documents. Subject to the approval of UNOPS, the Contractor can augment the unskilled labour with any other labour (skilled or unskilled) labour that it may require to ensure that the works are completed safely on time and to the required quality. All labour (skilled and unskilled) must be recruited locally in accordance with the provisions contained within the Contract.

## 3. Pricing the Works:

These Preambles set out the basis on which the Bills of Quantities have been prepared. When pricing the works, the Contractor should consider all other project document such as Drawings, Specifications, Terms of Reference etc. which will form part of the Contract. Item rates provided by the Contractor will be deemed to be fully inclusive of all the requirements of the Contract, whether specifically stated or not.

### ***Extra notes about pricing practice to all respected bidders:***

*Important issue in LIW projects: Please be careful while putting your prices against each item in the Bills of Quantities: to deduct the involvement of wages of laborers from the cost of each item in Bills of Quantities, and then put the remaining price against that item. This is because the wages of laborers (skilled and unskilled) are already covered under separate items of 1314.01A and 1314.01B in the Bills of Quantities. This means that you may need to break down the cost of each item, and ignore the portion of labour wages from that breakdown, and then put the remaining portion of your breakdown as the price of that item in the Bills of Quantities. Otherwise, your labour wages will be double-counted in your total cost.*

## 4. Contract Documents

**Ownership of Documents:** All drawings, specifications, computations, sketches, test data, survey results, photographs, renderings and other material relating to the Work, whether furnished to or prepared by the Contractor, will be deemed to be the property of UNOPS. Materials or information available there, shall be used only in connection with the Works.

**Instructions and directions:** The UNOPS Project Manager as named in the Contract shall give all instructions, orders and directions contemplated under the Contract relative to the execution of the work. The UNOPS Project Manager shall determine the amount, quality, acceptability and fitness of the work and shall decide all questions that may arise in relation to said work. The UNOPS Project Manager's estimates and decisions shall be final except as otherwise expressly provided for within the Contract.

Only Instructions and Directions confirmed by the UNOPS Project Manager in writing will be deemed to be instructions given by the UNOPS. Verbal advice will not be deemed to be an Instruction or a Directions unless confirmed by the UNOPS Project Manager in writing.

***N.B. Only authorised UNOPS Engineer has the authority on site to issue Instructions and Directions. Advice given by other members of the UNOPS site staff are not and should not be taken as being instructions.***

**Precedence:** The table of contents, titles, captions, headings, running headlines, and marginal notes contained herein and in said documents are intended to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

## **5. Bills of Quantities:**

The Bills of Quantities define the items which are measurable and the units of measurement represent the entire work to be carried out in accordance with the Drawings and the Specifications. The measurement items in the Bills of Quantities are to be accepted as the full interpretation of the requirement of the Drawings and Specifications. "Descriptions" are given in outline only, the Contractor is to refer to the Specifications and Drawings and make himself familiar with the requirements. No additional measured items will be allowed to interpret further the information so given.

Other requirements which are not measurable in terms of quantity of off-side and on-site staff, work supervision and materials (e.g., specialist supervision, shop drawings, bar bending schedules, as built drawings, samples, tests, mock-ups, maintenance, materials, guarantees and the like) and are not given as specific items in the Bills, are to be included in the prices of the measured items.

The Contractor shall fully comply with duties and responsibilities as required by Environmental and Social, Health and Safety and Safeguard frameworks applied by UNOPS on all projects.

The method of measurement for the Contract is thus established by the measured items and units of the measurement in the Bills of Quantities. No other measurement method shall be used to measure the executed works. The same method of measurement and no other will be used in re-measuring the executed work.

## **6. Pricing:**

The Contractor shall satisfy himself as to the meaning of every item in the Bills of Quantities and the rates and prices inserted by him shall cover all works required by the complete Contract Documents. All costs in connection with the proper and successful construction, completion and maintenance of the Works including, but not limited to, completion of all temporary works, disposal and transport of any unwanted materials exist in the site or extracted by excavation etc., furnishing all materials, equipment, supply and appurtenance, providing all construction plants, equipment, tools, sampling, testing, profits, overheads, charges, taxes, provision of guarantees, performing all necessary labour and supervision and other cost of whatsoever nature necessary to fully complete the Works, shall be included in the unit and lump sum prices called for in the bills of Quantities.

All works not specifically set forth as a pay item in the Bills of Quantities shall be considered as subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the Priced Bid. Prices shall be deemed to include for all straight ranking and circular cutting and consequent waste.

Should the quantum of work change either through increase or decrease, the Contractor will not be entitled to change its rates for any item of work. This contract is not re-rateable and the unit prices submitted by the Contractor will be deemed to be fixed for the duration of the contract.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bills of Quantities. Where summaries of the work covered by the items are given in the bills of quantities, they are indicative only and the rates entered shall include for all ancillary work or materials not specifically stated but implicit in the item of work. The Technical Specification and Clause references given in each item of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant- specification clause.

## **7. Quantities:**

All estimated quantities stipulated in the Bills of Quantities or other Bid Documents are approximate and are to be used only; 1) as a basis for estimating the probable cost of the work and 2) for the purpose of comparing the bids submitted for the work.

The actual amount of work done under each unit price item may differ from the estimated quantities. The basis of payment for work will be the actual quantities. The Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually performed and the estimated amount.

## **8. Remeasurement of Quantities**

All items included within the Bills of Quantities will be the subject of re-measurement of completion of the works in accordance with the general conditions of Contract. Quantities given in the Bills are based upon measurement from the Contract Drawings, Specifications, Scope of work, Site report, Work Schedule. The Contractor will not be entitled to rerate any items should the quantity change from the original quantity that is included within in the Bills of Quantity used when tendering the works.

## **9. Descriptions**

Unless otherwise stated in the Bills of Quantities or herein, all measured items are deemed to include supply and fix in place complete, thus all measured items shall include all incidentals to complete the work in a proper manner such as but not limited to the following (except labour quantity which has its own measured line in the Bills of Quantities):

- Materials, including all cost in connection herewith (e.g., conveyance, delivery, unloading, storing, handling, lowering into position and the like).
- Customs and import duties as applicable, insurance, levies and the like.
- Disposal of waste of material to any location approved by authorities.
- Work in volumes, areas and length of any size, no separate items being measured for isolated work or work in small quantities, short length, narrow widths, etc. Junction between straight, raking and curved work are in all cases included with the work in which they occur.

## **10 Abbreviations.**

The following abbreviations are used throughout the Bills of Quantities.

- cm            Centimetre
- lin.m.        Linear meter
- sq.m         Square meter

- cu.m      Cubic Meter
- LS.        Lump Sum
- No.        Number
- Kg.        Kilogram
- Ref.        Reference

## 11 Definitions

- The terms “**include**”, “**is included**”, “**including**”, and similar, are used herein to indicate that the items are not specifically mentioned in the descriptions but the costs of which are to be included in the measured items. Such references are not comprehensive and are for convenience only and the Contractor is to note that all relevant requirements of the Specifications and Drawings and other project documents are to be taken into account in the measured items.
- The word “**Site**” used in the Bills of Quantities means the whole of the areas within the Contract limit lies for this Contract as shown on the Contract Drawings. With reference to the clearance of debris, rubbish, trash, excavated material and the like the definition is extended to include the whole of the site.
- The word “**extra**” used in the Bills of Quantities means the additional cost of the item of work in question over and above the cost of work already measured.
- The term “**the UNOPS**” or “**the Site Engineer**” or “**the Project Manager**” or “*authorised UNOPS Engineer*” in this Document is synonymous with “**Client**” and “**Employer**”.
- The word “**Bid**” in this Document is synonymous with “**Tender**” and the word “**Bidder**” in this Document is synonymous with “**Tenderer**”.

## 12 Protection

All rates in the Bills of Quantities shall include for protection (of any and all types and nature) as required and deemed necessary.

## 13 Making Good

The Contractor shall be responsible for all cutting, patching and making good for all trades for all work and his prices will be deemed to include for all such cutting and patching and making good. All patching and making good will be to the satisfaction of the UNOPS Project Manager.

## 14 Measurement

The method of measurement, item coverage for all aspects of the works is given within the Specification. The numbering system used in the preparation of the Bills of Quantities has been derived from the numbering system used within the Specification. This therefore allows the user to easily relate the description and the applicable Method of Measurement set out within the specification