# Environmental and Social Compliance Audit Report (Main Report - Part 2)

Project No.: 52229-001

January 2019

AFG: Kandahar Solar Power Project

Prepared by Dynamic Vision for 77 Construction Contracting and Trading Company and the Asian Development Bank.

This Environmental and Social Compliance Audit Report is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

#### Annex 4 (Term of Reference (ToR))

#### APPENDIX TERMS OF REFERENCE

#### Environmental and Social Compliance Audit - Kandahar Solar Project

ADB is planning a loan that would contribute to funding a 15MW solar project in Kandahar, Afghanistan, which is already under construction. Following ADB Safeguard Policy Statement 2009 (SPS) existing facility requirements for projects under construction (SR4 paragraph 12), the borrower is required to undertake an environment and social compliance audit, including on-site assessment, to identify past or present concerns related to impacts on the environment, involuntary resettlement, and Indigenous Peoples. The objective of the compliance audit is to determine whether actions were in accordance with ADB's safeguard principles and requirements for borrowers and to identify and plan appropriate measures to address any outstanding compliance issues. Where noncompliance is identified, a corrective action plan (CAP) agreed on by ADB and the borrower will be prepared. The plan will define necessary remedial actions, the budget for such actions, and the time frame for resolution of noncompliance. The audit report (including CAP, if any) will be made available to the public in accordance with the information disclosure requirements of the Safeguard Requirements 1–3.

A consultant is required to undertake the audit on behalf of the borrower for ADB's assurance of compliance with SPS requirements. The audit report will be based on a site visit, meeting with local community representatives, interviews with the borrower and document review, and be substantially in the form set out in the template below. The consultant will be required to review all available project documentation related to environmental and social risks and impacts including local permits and approvals and the impact assessment prepared by Greentech. The consultant will undertake an analysis of any gaps between what the project has been able to achieve in terms of environmental and social impact management and what is required under the SPS. As described above, where the consultant finds it necessary for the borrower to implement remedial action to close these gaps, the consultant will define and obtain the borrower's written agreement for the time-bound resolution of these through a CAP. The CAP will be a schedule to the borrower's loan agreement and its implementation by the borrower will be monitored by ADB.

#### **Environmental and Social Compliance Project Audit Template**

Project status description

Describe the project in terms of capacity, type and terms of concession, when it was acquired, when construction began, when the plant facility will become operational, when associated facilities such as access roads, transmission lines and substation have or will be constructed and by whom. Include a map of the layout of site that identifies the site boundaries and any associated facilities. Summarize the overall status of compliance with environmental regulatory requirements (noting that compliance will be covered in detail in the body or the report).

#### Environment

Summarize site information including project activities and process technologies and operating practices. Briefly describe the province/city where the project is located - in terms of geography, administrative divisions, ethnic composition, terrain, economy, demographics of urban and rural areas. Describe land use immediately prior to project use.

Based on documentation and the site visit, summarize and discuss relevant environmental issues, impacts, risks and environmental resources that may have been significantly affected as well as opine on the adequacy and compliance as per ADB SPS. The scope of issues may include but not limited to the following:

- environmental setting (baseline) of the project area. (physical, biological, economic and social conditions of the project area, including land, air, water, flora and fauna). Please opine on the accuracy, reliability and sources of baseline data.
  - environmentally sensitive areas (e.g. waterbodies and tributaries, wetlands, forests or protected areas adjacent or near the project area). Please provide location map showing environmental context.
  - sensitive receptors such as residential areas, schools, hospitals, health centers, temples or markets. Please provide location map showing receptor context.
- direct and indirect impacts associated with but not limited to air emissions, water quality
  and availability, solid and hazardous waste management, chemicals management,
  wastewater treatment and discharge, occupational and community health and safety risks.
  - occupational health and safety impacts such as accidents and injuries, chemical exposure and hazardous atmosphere, pathogens and vector.
  - carbon emission reduction and greenhouse gas emission. Please provide estimate.
  - o environmental and social benefits and improving environmental quality
- mitigation measures and residual negative impacts that cannot be mitigated, key data gaps and uncertainties associated with predictions. Discuss global, transboundary and cumulative impacts, as appropriate.
- analysis of alternatives in terms of project site, technology, design and operation, including
  the no project alternative, on their potential environmental impacts as well as feasibility of
  mitigating these impacts.
- information disclosure, consultation and participation (continuing and planned) on the
  process undertaken during project design stage, comments and concerns received
  especially from vulnerable groups and planned disclosure measures. Please opine on the
  adequacy and appropriateness of the processes undertaken and on the response to
  comments received.
- grievance mechanism for handling worker and community complaints, including complaint recording, consultation, issue investigation, mitigation action, follow-up, general timeframe and responsibilities (including community representation) (noting that there is a section further below covering project stakeholder engagement more generally).
- ascertain if there are risks to physical cultural resources and identify measures to avoid destroying or damaging them. Develop a "chance find" procedure that includes a preapproved management and conservation approach for materials that may be discovered during project implementation.

#### Environmental and Social Management Plan

Summarize the environmental and social management plan (ESMP) arrangements for the project. Include mitigation measures to minimize potential adverse environmental impacts, the monitoring plan, implementation arrangements (schedule, organizational arrangements, costs and resources), performance indicators as well as contractor controls and how contractors are implementing, environmental, health and safety measures.

Describe how the project applies or adopts any of the borrower's corporate environmental, health and safety (EHS) policies, practices and management, including provision of staff training and supervision.

Describe the project's contingency and emergency response plan, including any measures to ensure occupational and community health and safety.

Please discuss other supplemental environment related plans (e.g. solid waste management plan) and frameworks that provide for future detailed planning and management.

Provide a detailed summary of observations from the project site visit and advise on sufficiency of the ESMP and the effectiveness of its implementation. Identify gaps and corrective actions (if any) for compliance with legal and ADB SPS requirements, to be included in the corrective action plan. Focus on ESMP key components (with the level of detail commensurate with the project's impacts and risks): mitigation, monitoring, implementation arrangements and performance indicators (Appendix 1 of the SPS).

#### Compliance Status Summary

Summarize the status of project compliance with local, national and regulatory requirements e.g. EIA clearance, permitting, license and regulatory compliance of including but not limited to air quality, water quality and availability, solid and hazardous waste management, wastewater treatment and discharge, occupational and community health and safety risks, risks from climate change etc.; recommend measures during the design, construction, operation, and decommissioning phases.

Summarize the status of project compliance with the ADB SPS (2009), applicable World Bank/IFC EHS Guidelines (including IFC General EHS Guidelines and IFC Electric Power Transmission and Distribution EHS Guidelines), and other requirements and international standards.

Confirm the project's initial environmental categorization and confirm the presence of associated facilities (if any) based on ADB SPS SR1.

Identify gaps and corrective actions (if any) for compliance with legal or ADB SPS requirements, to be included in the corrective action plan with an implementation timeline, responsible parties and resource requirements.

#### Social

Scope of Land Acquisition and Resettlement Impacts

Enumerate the amount of land required for each project facility, including associated facilities, and show how land was acquired for each for the purpose of the project. Provide information on whether acquisition of the land or right of way required any physical or economic displacement by compulsory acquisition (i.e. expropriation) or affected any buildings or structures and required the payment of compensation. Please include photographs of the project site before and after construction, maps of the project site showing the project facilities and the locations of communities in proximity.

Status of land acquisition

Discuss how land ownership or usage rights were transferred from previous owners/users to the project. Please attach supporting project land tenure documentation with summary English translations.

Based on the site visit and discussions with local community representatives, describe any outstanding issues, complaints or grievances related to land acquisition and any actions proposed by the project or government to address these issues/grievances.

Confirm the project's initial involuntary resettlement categorization based on ADB SPS SR2.

Indigenous Peoples

Provide a profile of ethnic groups in project area villages and the wider Kandahar region.

State whether there are distinct and vulnerable ethnic minorities as defined by ADB SPS present in the project area that will be affected by project activity.

Confirm the project's initial Indigenous Peoples categorization based on ADB SPS SR3.

#### Stakeholder Engagement

Describe the consultation process undertaken during the design and construction of the project. Provide opinion on the meaningfulness of consultation undertaken with stakeholders as defined by the ADB SPS. Describe what ongoing stakeholder and community consultation the borrower will undertake throughout the project operations phase.

Describe the common issues, problems or complaints received from the community or from the borrower/contractor employees during construction of the project facilities. Describe how these were addressed.

List the main concerns raised by stakeholders and what measures have been implemented.

No	Concern	Addressed measure
1		
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Describe the grievance redress mechanism in place to manage community and worker complaints by the project throughout construction and operation phases. Provide opinion on its effectiveness and any recommendations for its enhancement.

#### **Gender and Development**

Does the borrower have a policy related to supporting the rights of women and ensuring women's participation in project activities? If yes, please provide unique attributes of the borrower's policies and operations that promote gender and development.

With respect to hiring and recruitment, how can the borrower ensure that equal employment opportunities are given for men and women? Is this codified in the borrower's Human Resources Policy?

What percent of the borrower's female staff occupy administrative and technical positions at the corporate office and at the project office?

Are there any specific benefits provided to women by the borrower (e.g. maternity/childbearing insurance, day shift arrangements for mothers)?

Can the borrower ensure that civil works contractors and subcontractors provide employment opportunities for women? Is the borrower able to target a percentage of staff or worker positions required during construction and operation for qualified female applicants?

Is there any chance to promote opportunities or empowerment of women in the project? If yes, how?

#### Labor and Social Protection

Does the borrower follow the ILO core labor standards (freedom of association, prohibition of child labor, prohibition of discrimination, and prohibition of forced labor)? For instance, does the borrower allow for collective bargaining agreements and allow workers to organize for collective representation (i.e. unionize)?

Describe the number of people that will be employed during construction and operations. Describe the number of expatriate and local workers, and their conditions of employment/contract. Describe the workers accommodation and its standard relative to international standards.

Does the borrower give local labor a priority when it comes recruitment? Does the borrower require its civil works contractors hire workers the local community? How can the borrower ensure that contractors will agree, monitor, and comply with the labor recruitment policy and apply the ILO core labor standards?

What are the national legal requirements and the borrower's policies on labor recruitment, working conditions, compensation and benefits provided to staff?

What are the social benefits provided to staff members (e.g. pension insurance, social housing fund, medical insurance, unemployment insurance, work injury insurance, among others)?

Does the borrower or its local contractors provide training for unskilled worker so that they can participate in future projects requiring skilled laborers?

Describe any positive or negative impact that the project may have on the local workforce in the region.

#### Corrective Action Plan

No.	Concerned Unit	Description of Issue(s)	Risk to Project	Suggested Corrective Action(s)	Responsible Party	eIndicative Cost	Suggested Time Frame
Sub	-theme (i.e.	Environmental and So	ocial Plan	nning and Manageme	ent, Capacity	and Re	sponsibility,
Tra	ining, Monito	ring and Reporting, Lab	or, Stakel	holder Engagement, G	rievance Red	dress, Ge	nder)
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2.		-					
Sub	-theme (i.e.	Environmental and So	ocial Plan	nning and Manageme	ent, Capacity	and Re	sponsibility.
Tra	ining, Monito	ring and Reporting, Lab	or, Stake	holder Engagement, G	rievance Red	dress, Ge	nder)
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No.	Concerned	Description of Issue(s)	Risk to	Suggested	Respons	ible Indicati	veSuggested
	Unit		Project	Corrective Action(s)	Party	Cost	Time Frame
4.	y						

### **Annex 5 (Land Lease Agreement)**

DATE: 30/MAY/2018 LAND LEASE AGREEMENT Between: DA AFGHANISTAN BRESHNA SHERKAT, AS LESORE 77 CONSTRUCTION COMPANY, AS LESSEE (For a 15 MWp of Solar Power Generation Facility located at Kandahar, Afghanistan)

#### SCHEDULE 12 - FORM OF SITE LEASE

#### LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Lease Agreement") is made and entered into on 30 May 2018 by and between:

Lessor: Da Afghanistan Breshna Sherkat, with principal place of business at Chaman Hazori, Kabul, Afghanistan, herein after referred to as ("Lessor"); and

Lessee:77 Construction Company, a [company] incorporated under the laws of [Afghanistan] and having its principal place of business at [Industrial State (Park Hay Sanaati) Street No: 5 Kabul / Afghanistan] ("Lessee").

WHEREAS Lessor has entered into a Power Purchase Agreement on 18 FEBRUARY 2018(the "PPA") with Lessee whereby Lessor grants to Lessee the right to build and operate an approximately 15\_MWP solar power generation facility of Contract Capacity allocated to the Lessee for sale of electricity to Lessor, a copy of which PPA is attached hereto as Annex A;

WHEREAS Lessor and Lessee agree that the power plant shall be built on land owned by the Lessor, which land is identified as the "Site" in the PPA, and a Certificate of Title for the land covered by this Lease is attached as Annex B; and

WHEREAS Lessor and Lessee now agree to enter into this Lease Agreement for the lease of the Site for use by Lessee to build and operate the solar power plant and related activities pursuant to the PPA.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

- Site. Lessor hereby warrants that it owns the Site, that the Certificate of Title attached as
  Annex B is a valid proof of Lessor's ownership of the Site, and that the map attached as
  Annex B is an accurate description of the Site. Lessor agrees to lease to Lessee the Site
  upon the terms and conditions set forth in this Lease Agreement and the PPA.
- Defined Terms. All capitalized terms used in this Lease Agreement and not otherwise defined have the meanings given in the PPA.
- Purpose and Use. Lessee is permitted to build operate and maintain on the Site a power
  plant and related facilities in accordance with the PPA. Lessee is not permitted to use the
  Site for any unrelated purpose.
- 4. Term of Lease. This Lease Agreement shall be effective as of the Effective Date of the

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PPA, and shall extend for the same term as the PPA (the "Initial Term"), as the PPA term may be extended from time to time (or earlier terminated), and for any renewal or further extension of the PPA (an "Additional Term") as may be agreed between the Parties. This Lease Agreement shall terminate on the day the PPA expires or is earlier terminated.

- 5. No Rent Payment during Initial Term. Lessor and Lessee agree that there is no rent to be paid under this Lease Agreement for the Initial Term, and Lessor confirms that it shall receive sufficient and adequate compensation for Lessee's use of the Site during the Initial Term through the electricity price Lessor will pay Lessee under the PPA; Lessee acknowledges that it took into account the rent-free use of the Site in establishing its bid that resulted in the price of electricity under the PPA. Rent for any Additional Term, if any, shall unless otherwise agreed be the same amount as during the Initial Term.
- 6. Delivery of Exclusive Possession.
  - 6.1 Lessor shall deliver exclusive and lawful possession of the Site to Lessee on or before the effective date of the PPA ("Delivery Date").
  - 6.2. Lessor's delivery of the Site shall constitute confirmation to the Lessee that the Site has been cleared of any occupants.
  - 6.3 Lessor shall, at its expenses, register this Lease Agreement with the relevant Government of Afghanistan (or any local government) office as required under applicable Afghanistan or provincial law.
- Lessor's Warranties and Representations.
  - 7.1. Lessor undertakes that Lessee shall lawfully, peacefully, and freely hold, occupy, use, operate, and enjoy the Site to fulfill its obligations and exercise its rights under the PPA during the Initial Term and any Additional Term without disturbance, nuisance, or interference by Lessor, successors, assigns, agents, or creditors.
  - 7.2 Lessor undertakes that no third party shall have a right or claim to the Site during the Initial Term and any Additional Term of the Lease Agreement, and shall take all necessary steps to defend Lessee's rights to use the Site as against third parties; provided, that Lessor shall have no obligation to defend Lessee's rights as against any exercise of rights Lessee may grant to its lenders or other financing parties as part of a security package for the financing of the solar power station.
  - 7.3 Lessor warrants and represents that it has obtained all approvals from the Government of Afghanistan, the provincial/municipal authorities, and any other government agencies or bodies with authority over the Site, needed for the Parties to

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lawfully enter into this Lease Agreement and for the Lessee to use the Site for the purposes described in Article 3 at all times during the Initial Term and any Additional Term.

- 7.4 Lessor represents that it is the lawful and sole owner of the Site, and warrants that it shall remain the lawful and sole owner of the Site during the Initial Term and any Additional Term, and that there are no encumbrances, mortgages, liens, or security interests on the Site other than those created pursuant to this Agreement or the PPA.
- 7.5 Lessor warrants and represents that the Site is free from pollution, unexploded ordinances, and environmental damage.
- 8. Authorization to Build. Lessee is hereby authorized by Lessor to carry out all construction works on the Site, in accordance with the PPA and Afghanistan law. Lessee may demolish or renovate any buildings existing on the Site as of the Delivery Date, and reconstruct others in order to carry out its obligations and exercise its rights under the PPA.
- Signs. Lessee shall have the right to erect any sign related to its business on the condition that such signs comply with Afghanistan law.
- 10. Lessee Compliance with Afghanistan Laws. Without limiting the Lessee's general obligation to comply at all times with the requirements of Afghanistan law, Lessee while using the Site shall ensure, during the Initial Term and any Additional Term that it is in compliance with:
  - 10.1 All laws and regulations on worker safety, labor, and hygiene;
  - 10.2 All laws and regulations on environmental protection and security; and
  - 10.3 All laws on insurance (employee, general liability, vehicle, and other), tax, and business registration and operations.
- 11. Lessee Undertakings.
  - 11.1 Lessee undertakes to maintain the Site in good condition at Lessee's own risks and expense and to keep all Lessee's belongings inside the Site at all times during the Initial Term and any Additional Term.
- 11.2 Lessee undertakes to procure and maintain insurance covering any damages occurring within the Site to third parties and its personal property from fire and other risks, as required under applicable law or the PPA.
- 11.3 Lessee undertakes that there will be no illegal or prohibited matters, objects, substances, materials, products, and/or the like allowed to operate, be manufactured or used, or held

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inside the Site.

- 11.4 Lessee agrees that the rights Lessor grants to Lessee under this Lease Agreement shall not be transferred to any third party by any means without written approval from Lessor except for financing purposes as permitted under the PPA.
- 11.5 Lessee shall return the Site to Lessor upon termination of the Agreement in good condition, which means that Lessee shall, upon agreement in good faith after discussions between the Parties in the last year of the term of the PPA (where the Parties do not agree to a further Additional Term) either (i) remove all installed facilities and equipment, and all debris, and return the Site substantially to the condition existing on the Delivery Date, or (ii) return the Site to Lessor together with the solar power generation facility, and all related stores and equipment, in good working order (normal wear and tear excepted).
- 11.6 Lessee shall have 30 (thirty) days following the termination or expiration of this Lease Agreement to either remove its installed facilities and equipment, or to turn over the Site with the solar power generation facility, as may be determined following the discussions between the Parties.
- 12. Taxes. Lessor agrees to be responsible for payment of any and all taxes or fees levied by applicable Afghanistan laws, arising from the lease of the Site, including any lease or invoice tax. Should Lessor fail to pay any such tax, or should the Government hold Lessee responsible for paying any tax (including any tax imputed on the value of the lease despite there being no rent payment due under the Lease Agreement in any period), Lessee shall have the right to invoice the amount of the tax to Lessor. Lessee shall provide written notice to Lessor that it will be making such an invoice, and provide the method of calculation, or proof of payment of the tax, together with the invoice. Lessee shall remain liable for all taxes on its operation of, and profits from, the solar power generation facility, as provided in and subject to the terms of the PPA.
- 13. Lessor's Access to Site. Lessor, and Lessor's agents and employees, shall have no right of entry onto the Site, except as provided by applicable laws or pursuant to the provision of the PPA, during the Initial Term and any Additional Term of the Lease Agreement, without prior written consent of Lessee.
- 14. Property of Buildings Erected by Lessee. Subject to the terms of the PPA, the erected buildings, solar panels, and all works and developments carried out by Lessee or its legal successors will remain the property of Lessee, and not be deemed "fixtures" that are part of the Site, to the extent permitted by law.
- 15. Assignment. Lessee shall have the right to conditionally assign or transfer the Site in whole or in part in accordance with the PPA without Lessor's further consent. Lessee may inform Lessor of any assignment or transfer of the Site it enters into and may request from the

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- Lessor an acknowledgement of such assignment or transfer. Lessor may not assign or transfer ownership of the Site or of this Lease Agreement without Lessee's consent.
- 16. Termination by Lessee. Lessee may terminate this Lease Agreement, upon written notice to Lessor, without penalty, if Lessor has exercised any right to terminate the PPA, or if Lessor has breached any material term of this Lease Agreement and fails to correct or cure the breach within sixty (60) days.
- 17. Termination by Lessor. Lessor may terminate this Lease Agreement, upon written notice to the Lessee, if Lessee has exercised any right to terminate the PPA, if Lessee fails to pay rent when due, and fails to rectify this breach within ten (10) Business Days after receiving written notice the failure from Lessor, or if Lessee has breached any material term of this Lease Agreement and fails to correct or cure the breach within sixty (60) days.
- 18. Registration of the Lease. The Lessor shall, to the extent required by law and practice, promptly and properly register (or re-register) this Lease Agreement with any relevant land registry office, and any other relevant government office that may from time to time serve as a place for registering or recording leases. Lessor shall provide Lessee certified copies (or duplicate originals, if available) of all such registration documentation promptly upon making each such registration or re- registration.
- Force Majeure. An Event of Force Majeure, as defined in the PPA, shall have the same effect in relation to each Party's obligations under this Lease Agreement as provided in the PPA.
- Partial Invalidity. If any term of this Lease Agreement shall be invalid or unenforceable, the remainder shall be valid as written to the fullest extent permitted by law.
- Governing Law. This Lease Agreement shall be interpreted and governed by the laws of Afghanistan.
- 22. Entire Agreement. This document contains the entire agreement of the Parties, and supersedes all previous communications, representations, and agreements, whether oral or written, with respect to the Site. This Lease Agreement may not be modified except in writing signed and acknowledged by both parties.
- Heirs and Assignees. This Lease Agreement shall be binding on the heirs, assignees, and the successors in interest of the Lessor and Lessee.
- 24. Language. This Lease Agreement and any amendments to it may be executed in multiple originals in the English language. All notices required or permitted under this Lease Agreement shall be written in the English language.

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25. Arbitration. Any dispute arising out of or in connection with this Lease Agreement shall be resolved as provided in the dispute resolution provisions of the PPA, as if set forth in full in this Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee hereby execute and agree to the terms and conditions of this Lease Agreement on the date first set out above.

Lessor:

Lessee:

SIGNED FOR AND ON BEHALF OF THE DA 77 CONSTRUCTION COMPANY: AFGHANISTAN BRESHNA SHERKAT:

Amanullah Ghalib, CEO:

Passport number: D0004858

SULEYMAN CILIV, PRESIDENT:

Passport number: U 05658013

Witness: Said Bahawoddin Behbodi,

**Procurement Director:** 

Passport number:

Witness: Ermin Yakup Ovalı, Director:

Passport number: 561194259

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ANNEX-B CERTIFICATE OF TITLE

### **Annex 6 (List of Consultation Meetings)**

## **Attendance Sheets Meeting with Agriculture University Officials**

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### Meeting with Community Elders in Landy Village

Type Date	endance Sheet of Meeting: Consulfu : 10/11/2		مەدەسىم لىدېكلىملك 0799537232	
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### Meeting with Community Elders in Hakim Jan Village

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5	Ismail	Village Malik		07003231/4
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#### **Meeting with Civil Society**

Attendance Sheet

Type of Meeting:

Paywand civil community

Date: 26/01/2019

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### Meeting with Women in Landy Village

Meetin	g Location		Landay Village		Date	29.Jan.2019
Agenda			Awareness about solar Power Plant Project:-			
No	Name	Duty	Contact No	Signature	1	Key Concerns Shared
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### Meeting with Women in Hakim Jan Village

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#### Minute of Meetings Meeting with Agriculture University Officials

	STAKE	HOLDER ENGAGEMENT	
	For The Environmental and Social		ar Solar Project
	Minutes of Meeting Recorder:	Environmental an	t Agriculture univ
NT.	concerns opinions.	2	
No 1	Discussion & Comments Introduction, Informati	Questions	Answers
	about Project 7	700.	
2	Happy to have Buch hope we Should cond frequently Share Is	skes and coordina	tion
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Ŋ	Also Deputy Director Request 77 eo to for Irrigution of Which is infront	Assign a tanker trees once a vi	77 co: We will ext do it and 801
6	Which is infront along Asphalt R	of Project site	This Problem -
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Meeting with Community Elders in Landy Village STAKEHOLDER ENGAGEMENT For The Environmental and Social Compliance Audit - Kandahar Solar Project 2 Discussion No: Meeting time: 11:45 Venue: Mulik (community edder) house.

Participants: Huii 12 2 2 Date: 10/11/2018 Husi M. auseem, Rostan Jufer Ahmall. Minutes of Meeting Recorder: Sayed Isfan vilage Elders and Resident Project Information opinions concerns Discussion. Discussion & Comments Answers Introduction and Information about Project 77 Co Request for better coordination to conduct meetings more Asked When Project become opposed jour community should

have Electricity of Project 77 co. We will

Huji M. Qaseem (Malik) share The issue

with BABS

You should Recruit more

Workers from our community This we will keep

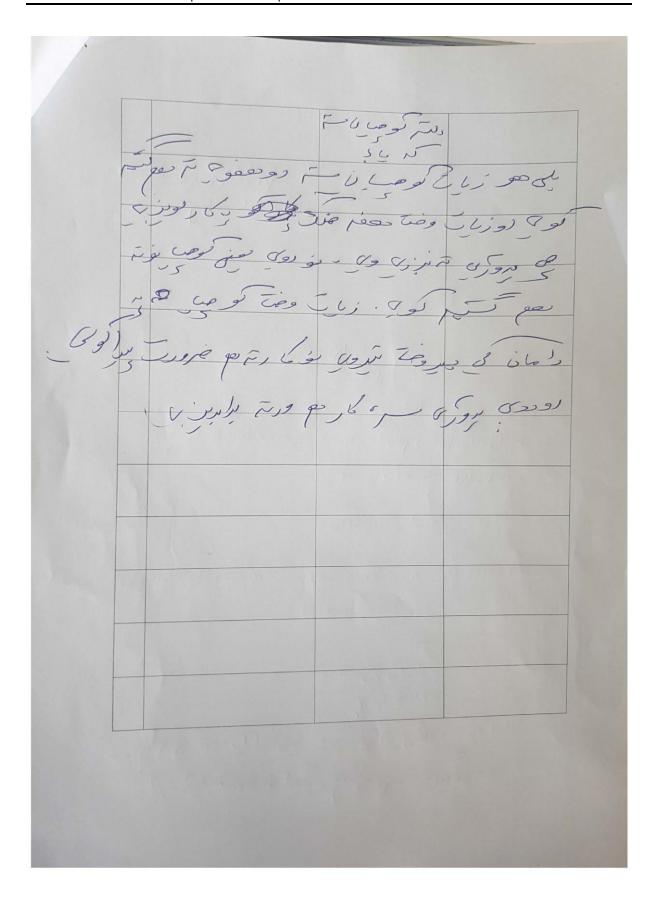
Shamsulah in touch with malik

(Local Workers) and Provide Local Workers more recruitment facilities.

### Meeting with Community Elders in Hakim Jan Village

	STAKEHOLDER ENGAGEMENT
	For The Environmental and Social Compliance Audit – Kandahar Solar Project
	Discussion No: 3  Meeting time: 2:36  Date: 15/11/2018  Venue: Hakim Gan village  Participants: Village malik, Lesidents  Minutes of Meeting Recorder: Village malik, Lesidents  Sayed Refan 77 co Environmental and Safety of
	AGENDA: consultation meeting share concerns and opinions
No	Ausweis
1	Shored Information about Project by 77 Co Representative.
2	All People asked that when Project become operational you Provide 77 eo: we will Electricity to our village: Malik Share The issue to DA The company should Recruit more
3	The company should Recruit more Workers from our villag as few workers ander Jeur
4	Recruit in terms of
5	we are happy and Appreciate  such Projects Implementation.  Ab wayab
6	, 100 Am
7	
7	

**Meeting with Civil Society** STAKEHOLDER ENGAGEMENT Discussion No#:
Meeting time: 04;02 PM Date: 26/01/2019 Participants: Minutes of Meeting Recorder: AGENDA: Brief information about the project. Stakeholder discussions & suggestions for the project. Participants have potentially responded to questions and concerns. No. Discussion & Comments Questions Answers



### Meeting with Women in Landy Village

Meeting Location			Landay Village		Date	29.Jan.2019
Agenda		Awareness about Project:-	solar Power P	lant		
No	No Name Duty				Key Concerns Shared	
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### **Annex 7 (The Plant Layout)**

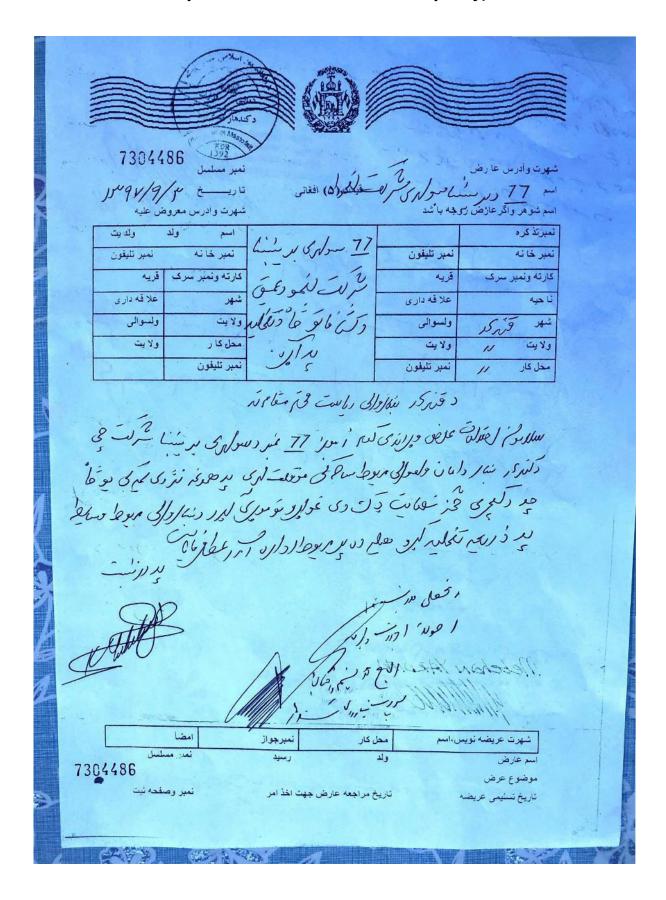


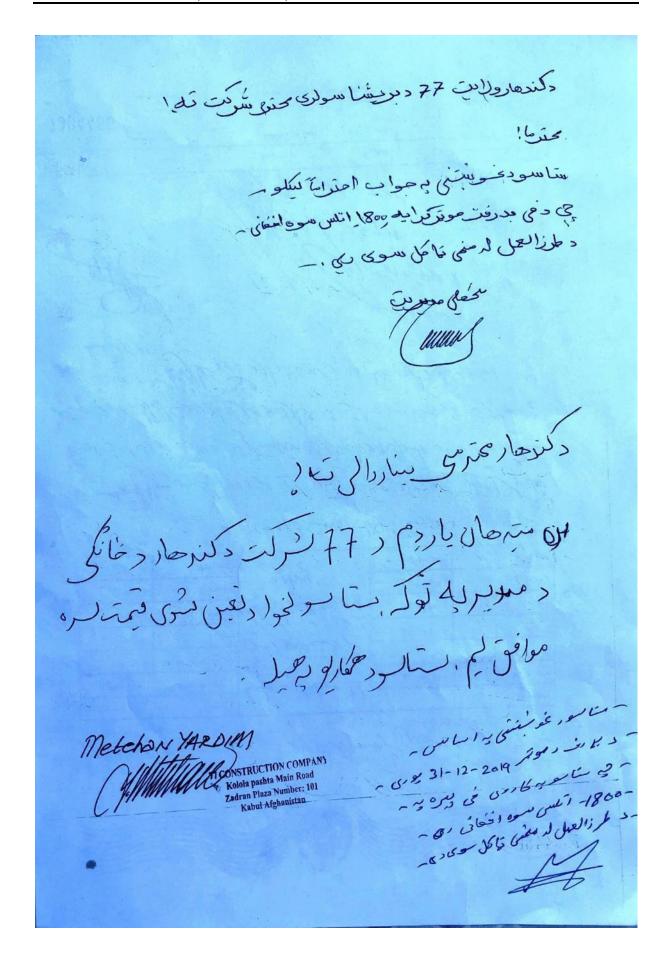
### Annex 8 (PPE in the site)





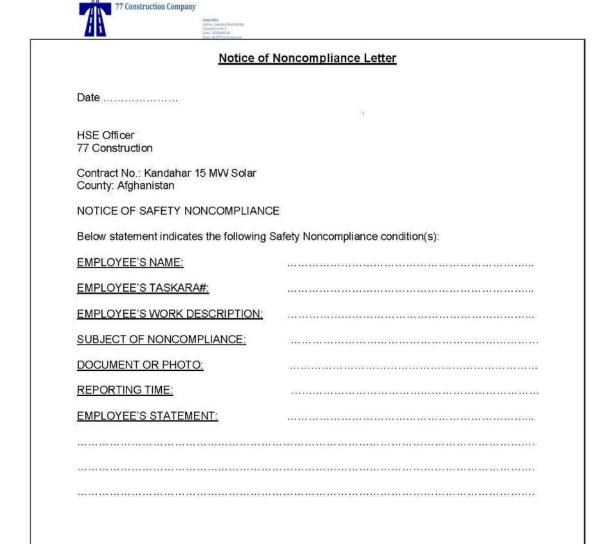
Annex 9 (Copy of agreement for solid waste and wastewater collection and disposal with Kandahar Municipality)





Safety Officer

#### Annex 10 (The notice of non-compliance)



Employee Signature

#### **Annex 11 (Copy of the Employees Agreement)**



### 77 Construction Solar Energy Power Plant

KDH Email: info@77constructionusa.com

#### Agreement

Between

77 Construction Solar Energy Power (Employeer)

and

#### (Abdullah s/o Abdul Kareem) 2529311

- The employee shall work as
   Electrician at Solar Power Plant
   located at ,Kandahar Province,
   Afghanistan
- 2. The Employee will be paid a Brut salary of AFN 37500 (Thirty five thousand Five Hundred AFN) per month. From this salary the Employeer will deduct national income tax Presently 20% and for future pension payments presently 4%. The Net salary after deduction of income tax and pension fund payment will be credited the employees bank account on a monthly basis.
- The Employees working schedule is defined in the job description, in appendix to this agreement

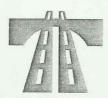
قــــرارداد بین شرکت ساختمانی هفتادوهفت نیروگاه خورشیدی قرارداد کننده

(عبدالله ولد عبدالكريم) 2529311

 قرارداد کننده به عنوان (برقی) در نیروگاه خورشیدی ولایت کندهار افغانستان کار خواهد کرد.

معاش ماهوار به مبلغ <u>37500</u> افغانی(سی و پنج هزار پنج صد) افغانی خواهد بود که از این مبلغ (2 فیصد برای مالیه و 4 فیصد برای باز نشستگی اخذ خواهد شد و مبلغ باقی مانده از طریق حساب بانکی برای کارمند پرداخت خواهد شد.

 تقسیم اوقات کاری کارمندان ضمیمه این قرارداد دربخش شرایط کاری تشریح شده است.



### 77 Construction Solar Energy Power Plant

KDH Email: info@77constructionusa.com

- 4. The employee shall follow all rules & regulation set by the employeer, and instruction given by the supervisor. Other payments, dues shall be as per policy of the company.
- This offer of employment is subject to prevailing the labour laws of Afghanistan.
- 6. During the term of this agreement, the employee will not be allowed to take any employment or carry out any work for other companies or organizations without the written concent of the Employeer.
- 7. The employee has the rigth to paid sick leave 3 times a year, each no longer than 3 working days. If the employee is sick more than 3 days, a medical certificate signed by a medical doctor must be issued and delivered to the Employeer.
- The employee can recieve a paid leave of absent for a number of reasons. However, this must be agreed upon prior to the leave of absent, and be documented.

4. کارمند باید تمام شرایط و قوانین کمپنی را قبول و هر دستورالعملی که از طرف سرتیم یا مدیر بخش داده میشود انجام دهد و پرداخت های دیگر بر اساس پالیسی کمپنی خواهد بود.

این پیشنهاد استخدام تحت شرایط قـوانین وزارت
 کار افغانستان میباشد.

6.در جریان این قرارداد هیسچ کارمند اجسازه قرارداد ,با کسدام کمپنی یا سازمان دیگر را نخواهدداشت بدون رضایت کتبی کمپنی.

7.مدت رخصتی مریضی برای کارمندان در یک سال 3 بار بوده و در هر بار رخصتی صرف 3 روز کاری را میتوان رخصت بود در غیر آن اگر روز های مریضی بیشتر از 3 روز شود کارمند مکلف است که از شفاخانه تصدیق داکتر را از مریضی خویش برای کمینی بیشکش کند.

8. به دلایلی کارمند میتواند که ایام رخصتی خویش را دریافت و یا پرداخت کند که قبل از ترک وظیفه و یا غیر حاضری رسما و یا کتبا اجازه نامه و یا سند رخصتی را اخذ کرده باشد.



### . 77 Construction Solar Energy Power Plant

KDH Email: info@77constructionusa.com

This contract is prepared in two copiesone for each party

I hereby accept all the terms and conditions of service contract as recorded herein above.

On 05 / 05 / 2018

Employee's Name: Abdullah s/o Abdul Kareem

Signature

Employeer's signature

این قرارداد شامل دوکایی بوده برای هر طرف یک کاپسی داده خواهسد شد.

اینجانب تمام شرایط و ضوابط کاری که در بالا ذکر گردیده است قبول دارم.

شروع استخدام به کار

2018/05/05 3

نام كارم ند عبدالله ولد عبدالكريم

المضاء كارمسند

امضاء استخدام كننده

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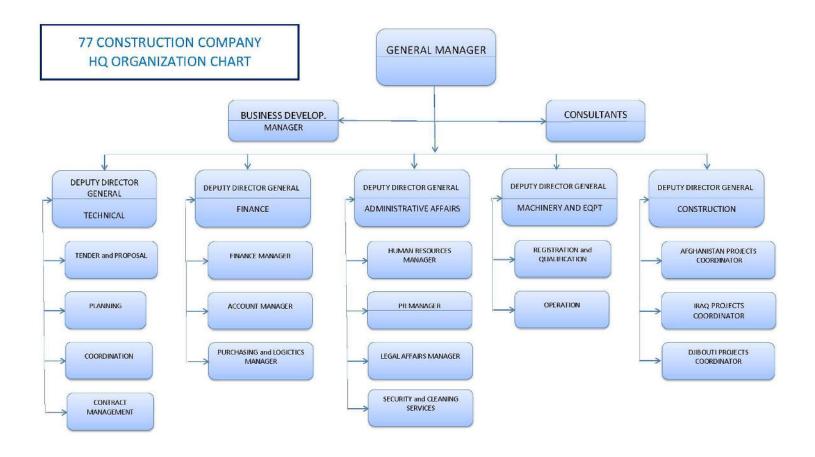
# **Annex 12 (Weekly training provided during November 2018) Attendance Sheet**

(Control of the Control of the Contr	SAFETY TOOLBOX MEETING ATTENDEES	Page – 2 of 2 Record No. TB -
oject: ntract No:	Pa afghanistan Breshna Shioka- 15 MW solar Power genreation	
pervisor / Foreman inducted by:	77 construction company	
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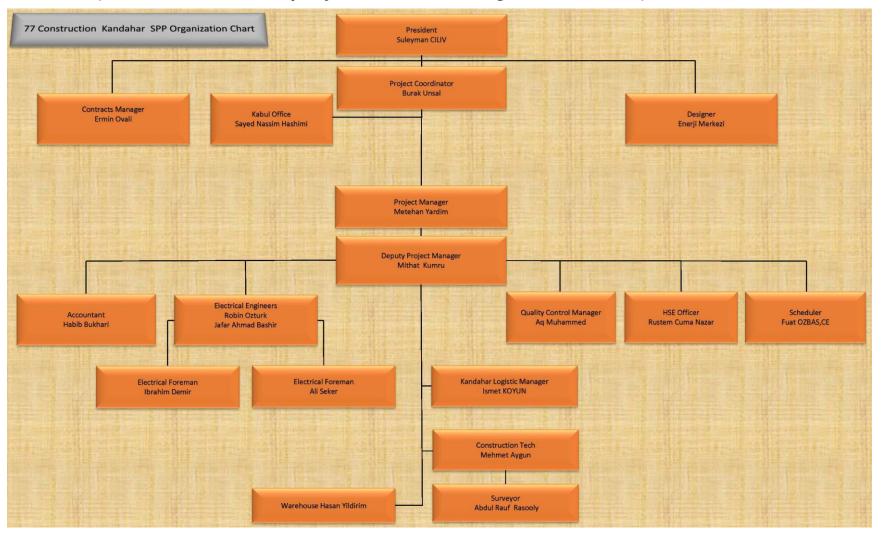
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GR	SAFETY TOOLBOX MEETING ATTENDEES	Page – Record No: TB -
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upervisor / Foreman		
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AA	SAFETY TOOLBOX MEETING ATTENDEES	10/11/2018 007: AM
Project:	Da afahanistan Breshnash	Record No: TB-
Contract No: Supervisor / Foreman	15 MW Solar Pewer Generation	
Conducted by: Topic:   T	177 Construction Company 1784 Ald Rox	
	mployee# Full Name	Signature
1.	IRBAHTAN TORUN	week -
2.	Abdul Majeed	834
3.	Shir Jagn	- Eline
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### **Annex 13 (77 Construction Company HQ Organization Chart)**



### **Annex 14 (77 Construction Company Kandahar SPP Organization Chart)**



### **Annex 15 Noise Monitoring Report January 2019**

DATE	TIME	Location A	Leasties D	Lacabian C	Leasting D
DATE	8:30 AM	Location A  MAX: 76.1dBA MIN: 62dBA	Location B  MAX:57.9dBA MIN:47.6dBA	Location C  MAX:55.1dBA MIN:43.8dBA	Location D  MAX:47.1dBA MIN:43.4dBA
2nd January 2019					
2nd January 2019	11:30 AM	MAX: 78.3dBA MIN: 66.5dBA	MAX:44.7dBA MIN:40.2dBA	MAX:65dBA MIN:52.9dBA	MAX:62.1dBA MIN:55.5dBA
	15:30	MAX: 76.2dBA MIN: 69.1dBA	MAX:57.2dBA MIN:45.2dBA	MAX:58.9dBA MIN:47.8dBA	MAX:48.1dBA MIN:43.4dBA
	8:30 AM	MAX: 78.9dBA MIN: 66dBA	MAX:58.7dBA MIN:47.2dBA	MAX:56.2dBA MIN:43.5dBA	MAX:48.3dBA MIN:41.6dBA
3rd January 2019	11:30 AM	MAX: 77.4dBA MIN: 64dBA	MAX:55.7dBA MIN:45.1dBA	MAX:66.2dBA MIN:53.7dBA	MAX:42dBA MIN:35.4dBA
	15:30	MAX: 78.7dBA MIN: 65.7dBA	MAX:45dBA MIN:41.2dBA	MAX:61.8dBA MIN:54.2dBA	MAX:47.1dBA MIN:42.4dBA
	8:30 AM	MAX: 78dBA MIN: 65dBA	MAX:56.7dBA MIN:46.2dBA	MAX:53dBA MIN:42.8dBA	MAX:49.1dBA MIN:42.4dBA
4th January 2019	11:30 AM	MAX:78.7dBA MIN:70.2dBA	MAX:79dBA MIN:46.8dBA	MAX:63.6dBA MIN:53dBA	MAX:43.6dBA MIN:34.9dBA
	15:30	MAX:74.9dBA MIN:70dBA	MAX:61.6dBA MIN:50.7dBA	MAX:70.1dBA MIN:56.8dBA	MAX:66.3dBA MIN:54.2dBA
	8:30 AM	MAX:71.3dBA MIN:65.2dBA	MAX:63dBA MIN:51.2dBA	MAX:62dBA MIN:57.9dBA	MAX:49.8dBA MIN:45.1dBA
5th January 2019	11:30 AM	MAX:77.6dBA MIN:70.5dBA	MAX:54.7dBA MIN:49.3dBA	MAX:64.8dBA MIN:55.2dBA	MAX:46.8dBA MIN:38.7dBA
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	8:30 AM	MAX:66.6dBA MIN:60.8dBA	MAX:58.8dBA MIN:48.7dBA	MAX:44.2dBA MIN:40dBA	MAX:45.7dBA MIN:40.2dBA
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	15:30	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA
	8:30 AM	MAX:68.1dBA MIN:67.3dBA	MAX:50.7dBA MIN:48dBA	MAX:44.1dBA MIN:36.9dBA	MAX:40.5dBA MIN:38.1dBA
12th January 2019	11:30 AM	MAX:67.9dBA MIN:64.2dBA	MAX:49.8dBA MIN:45.1dBA	MAX:40.9dBA MIN:36.6dBA	MAX:42.3dBA MIN:40.1dBA
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	8:30 AM	MAX:62.4dBA MIN:61.2dBA	MAX:51.7dBA MIN:47.9dBA	MAX:48.1dBA MIN:43.2dBA	MAX:48.3dBA MIN:44.1dBA
14th January 2019	11:30 AM	MAX:63.2dBA MIN:60.5dBA	MAX:46.9dBA MIN:44.1dBA	MAX:45.3dBA MIN:40.2dBA	MAX:45.4dBA MIN:42.3dBA
	15:30	MAX:60.9dBA MIN:60dBA	MAX:45.6dBA MIN:42dBA	MAX:44.2dBA MIN:42.7dBA	MAX:53.4dBA MIN:48.2dBA
	8:30 AM	MAX:66.6dBA MIN:64.5dBA	MAX:43.9dBA MIN:39.5dBA	MAX:46.8dBA MIN:39dBA	MAX:53dBA MIN:45.6dBA
15th January 2019	11:30 AM	MAX:70.1dBA MIN:62.5dBA	MAX:45.9dBA MIN:40.7dBA	MAX:53dBA MIN:40.3dBA	MAX:50.8dBA MIN:42.6dBA
	15:30	MAX:76dBA MIN:54.2dBA	MAX:48.4dBA MIN:44.9dBA	MAX:68.3dBA MIN:45.2dBA	MAX:45.4dBA MIN:43dBA
	8:30 AM	MAX:65.3dBA MIN:63dBA	MAX:53.8dBA MIN:44.1dBA	MAX:53.4dBA MIN:42.6dBA	MAX:42.3dBA MIN:40dBA
16th January 2019	11:30 AM	MAX:63.3dBA MIN60.8:dBA	MAX:46.2dBA MIN:40.5dBA	MAX:52.3dBA MIN:42.2dBA	MAX:49.5dBA MIN:46.8dBA
	15:30	MAX:59.6dBA MIN:56.8dBA	MAX:44.2dBA MIN:41.7dBA	MAX:54.8dBA MIN:41.7dBA	MAX:49.9dBA MIN:47.6dBA
	8:30 AM	MAX:65.3dBA MIN:64.4dBA	MAX:56.9dBA MIN:49.1dBA	MAX:50.3dBA MIN:49.2dBA	MAX:66.8dBA MIN:57.1dBA
17th January 2019	11:30 AM	MAX:67.5dBA MIN:64.3dBA	MAX:62.8dBA MIN:48.7dBA	MAX:46.5dBA MIN:40.2dBA	MAX:62.9dBA MIN:59.9dBA
	15:30	MAX:66.9dBA MIN:64dBA	MAX:70.6dBA MIN:44.4dBA	MAX:46dBA MIN:41.9dBA	MAX:68.7dBA MIN:58.8dBA
	8:30 AM	MAX:80.1dBA MIN:62.4dBA	MAX:41.3dBA MIN:38.9dBA	MAX:44.1dBA MIN:39.7dBA	MAX:42.6dBA MIN:38.2dBA
18th January 2019	11:30 AM	MAX:69.8dBA MIN:65.4dBA	MAX:43.1dBA MIN:39.3dBA	MAX:42.5dBA MIN:40.6dBA	MAX:40.9dBA MIN:39.9dBA
	15:30	MAX:72.5dBA MIN:65.6dBA	MAX:40.9dBA MIN:38.7dBA	MAX:43.9dBA MIN:40dBA	MAX:41.4dBA MIN:37.9dBA

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	8:30 AM	MAX:62.4dBA MIN:60.5dBA	MAX:56.2dBA MIN:51.9dBA	MAX:63.7dBA MIN:54.9dBA	MAX:45.9dBA MIN:44.6dBA
19th January 2019	11:30 AM	MAX:67.1dBA MIN:60.2dBA	MAX:58.3dBA MIN49.9:dBA	MAX:55.5dBA MIN:52.1dBA	MAX:47.4dBA MIN:39.6dBA
	15:30	MAX:66.7dBA MIN:53dBA	MAX:59.6dBA MIN:47.1dBA	MAX:52.2dBA MIN:49.8dBA	MAX:45.7dBA MIN:45.2dBA
	8:30 AM	MAX:74.9dBA MIN:70dBA	MAX:57dBA MIN:52.3dBA	MAX:49.7dBA MIN:42.3dBA	MAX:65dBA MIN:55.4dBA
20th January 2019	11:30 AM	MAX:73.2dBA MIN:70.1dBA	MAX:52.5dBA MIN:48.6dBA	MAX:50.3dBA MIN:45.6dBA	MAX:66.8dBA MIN:56.7dBA
	15:30	MAX:75.7dBA MIN:69.3dBA	MAX:55.9dBA MIN:49.1dBA	MAX:52.4dBA MIN:44.4dBA	MAX:62.9dBA MIN:52.4dBA
	8:30 AM	MAX:d60.7BA MIN:52.3dBA	MAX:60.3dBA MIN:54dBA	MAX:71.6dBA MIN:65.3dBA	MAX:49.1dBA MIN:48.5dBA
21st January 2019	11:30 AM	MAX:61.9dBA MIN:53.5dBA	MAX:60.7dBA MIN:55.5dBA	MAX:65.3dBA MIN:59.9dBA	MAX:47.7dBA MIN:46.2dBA
	15:30	MAX:62.3dBA MIN:55.1dBA	MAX:51.2dBA MIN:48.2dBA	MAX:54.3dBA MIN:47.6dBA	MAX:48.9dBA MIN:47.5dBA
	8:30 AM	MAX:69.3dBA MIN:64dBA	MAX:56.5dBA MIN:51.4dBA	MAX:80dBA MIN:78dBA	MAX:50.6dBA MIN:48.9dBA
22nd January 2019	11:30 AM	MAX:70.2dBA MIN:64.5dBA	MAX:52.3dBA MIN:50.6dBA	MAX:78.9dBA MIN:75.7dBA	MAX:50.1dBA MIN:45.8dBA
	15:30	MAX:68.7dBA MIN:64.1dBA	MAX:55.4dBA MIN:49.5dBA	MAX:77.6dBA MIN:74.3dBA	MAX:49.1dBA MIN:43.4dBA
	8:30 AM	MAX:68.3dBA MIN:63.7dBA	MAX:56dBA MIN:50.1dBA	MAX:75dBA MIN:70.5dBA	MAX:49.9dBA MIN:47.7dBA
23rd January 2019	11:30 AM	MAX:72.1dBA MIN:65.6dBA	MAX:55.7dBA MIN:49.4dBA	MAX:74.1dBA MIN:69.3dBA	MAX:49.5dBA MIN:46.7dBA
	15:30	MAX:70.2dBA MIN:64dBA	MAX:52dBA MIN:48.7dBA	MAX:56.8dBA MIN:55.1dBA	MAX:48.9dBA MIN:44.7dBA
	8:30 AM	MAX:67.5dBA MIN:66.3dBA	MAX:54dBA MIN:52.3dBA	MAX:50.3dBA MIN:49dBA	MAX:60.5dBA MIN:59dBA
24th January 2019	11:30 AM	MAX:69.5dBA MIN:65.4dBA	MAX:51.6dBA MIN:50dBA	MAX:51.3dBA MIN:44.8dBA	MAX:61dBA MIN:58.2dBA
	15:30	MAX:61.2dBA MIN:59.6dBA	MAX:52.1dBA MIN:48.3dBA	MAX:44.9dBA MIN:39.9dBA	MAX:55.3dBA MIN:40.8dBA
	8:30 AM	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA
25th January 2019	11:30 AM	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA
	15:30	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA	MAX:dBA MIN:dBA
	8:30 AM	MAX:74.9dBA MIN:70dBA	MAX:57dBA MIN:52.3dBA	MAX:49.7dBA MIN:42.3dBA	MAX:65dBA MIN:55.4dBA
26th January 2019	11:30 AM	MAX:73.2dBA MIN:70.1dBA	MAX:52.5dBA MIN:48.6dBA	MAX:50.3dBA MIN:45.6dBA	MAX:66.8dBA MIN:56.7dBA
	15:30	MAX:75.7dBA MIN:69.3dBA	MAX:55.9dBA MIN:49.1dBA	MAX:52.4dBA MIN:44.4dBA	MAX:62.9dBA MIN:52.4dBA
_	8:30 AM	MAX:75.4dBA MIN:65.1dBA	MAX:45.3dBA MIN:40.8dBA	MAX:49.7dBA MIN:40.8dBA	MAX:48.5dBA MIN:41.2dBA
27th January 2019	11:30 AM	MAX:72.6dBA MIN:58.7dBA	MAX:42.4dBA MIN:40.5dBA	MAX:48dBA MIN:41.1dBA	MAX:47.1dBA MIN:40.3dBA
	15:30	MAX:70dBA MIN:63.4dBA	MAX:41.5dBA MIN:39.4dBA	MAX:46.2dBA MIN:39.6dBA	MAX:45dBA MIN:409dBA
	8:30 AM	MAX:65dBA MIN:64.9dBA	MAX:54.5dBA MIN:44.8dBA	MAX:51.1dBA MIN:47.1dBA	MAX:48.9dBA MIN:44.1dBA
28th January 2019	11:30 AM	MAX:70.8dBA MIN:66.3dBA	MAX:52.4dBA MIN:42.3dBA	MAX:49.5dBA MIN:45.6dBA	MAX:51.7dBA MIN:46dBA
	15:30	MAX:76.8dBA MIN:72.6dBA	MAX:49.9dBA MIN:41dBA	MAX:44.2dBA MIN:42.7dBA	MAX:50.6dBA MIN:45dBA
_	8:30 AM	MAX:72.6dBA MIN:58.7dBA	MAX:42.4dBA MIN:40.5dBA	MAX:48dBA MIN:41.1dBA	MAX:47.1dBA MIN:40.3dBA
29th January 2019	11:30 AM	MAX:76.4dBA MIN:63.1dBA	MAX:44.7dBA MIN:41.5dBA	MAX:47.9dBA MIN:42.7dBA	MAX:43.4dBA MIN:40.5dBA
	15:30	MAX:75.1dBA MIN:62.3dBA	MAX:41.9dBA MIN:39.7dBA	MAX:43.5dBA MIN:41.6dBA	MAX:44.8dBA MIN:40.2dBA
<u> </u>	8:30 AM	MAX:65dBA MIN:64.9dBA	MAX:54.5dBA MIN:44.8dBA	MAX:51.1dBA MIN:47.1dBA	MAX:48.9dBA MIN:44.1dBA
30th January 2019	11:30 AM	MAX:70.6dBA MIN:65.6dBA	MAX:53.2dBA MIN:45.6dBA	MAX:53.1dBA MIN:44.6dBA	MAX:53.3dBA MIN:46.2dBA
	15:30	MAX:68.1dBA MIN:64.5dBA	MAX:55.6dBA MIN:40.1dBA	MAX:49.7dBA MIN:45.2dBA	MAX:52dBA MIN:45.4dBA
_	8:30 AM	MAX:76.8dBA MIN:73.4dBA	MAX:56.2dBA MIN:49.9dBA	MAX:44.2dBA MIN:42.7dBA	MAX:50.6dBA MIN:45dBA
31st January 2019	11:30 AM	MAX:75.8dBA MIN:71.4dBA	MAX:57.1dBA MIN:50.9dBA	MAX:45.7dBA MIN:40.1dBA	MAX:69.6dBA MIN:66.1dBA
	15:30	MAX:74.9dBA MIN:69.9dBA	MAX:56.7dBA MIN:54.2dBA	MAX:44.6dBA MIN:43.1dBA	MAX:70.7dBA MIN:64.3dBA
		LOCATION A: Along Distribution center, Phase 12 and Phase 13.	LOCATION B: Along boundry point of Phase 9, 10 and 11.	LOCATION C: Along boundry point of Phase 1,2,5 and 6.	LOCATION D: Along boundry point of Phase 3,4,7 and 8.