



**ISLAMIC REPUBLIC OF AFGHANISTAN  
MINISTRY OF PUBLIC HEALTH**

**Project Name:**  
**Afghanistan COVID-19 Emergency Response and Health Systems Preparedness Project  
in Khost province**  
(Project ID: P173775)  
(Grant ID: D5930-AF)

**Contract No: AFG/MoPH/GCMU/COVID-19/16**

**Lump-Sum  
CONTRACT FOR CONSULTANT'S SERVICES  
DIRECT SELECTION**

between

**Ministry of Public Health (MoPH)**

and

**Organization for Health Promotion and Management (OHPM)**

Funded by:  
**International Development Association (IDA)**

**Dated: May 2020**



Handwritten mark

## Contents

I.	Form of Contract .....	4
II.	General Conditions of Contract .....	7
A.	GENERAL PROVISIONS .....	7
2.	Relationship between the Parties .....	8
3.	Law Governing Contract .....	8
4.	Language.....	8
5.	Headings .....	8
6.	Communications .....	9
7.	Location .....	9
8.	Authority of Member in Charge.....	9
9.	Authorized Representatives .....	9
10.	Fraud and Corruption .....	9
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	9
11.	Effectiveness of Contract.....	9
12.	Termination of Contract for Failure to Become Effective .....	10
13.	Commencement of Services .....	10
14.	Expiration of Contract .....	10
15.	Entire Agreement .....	10
16.	Modifications or Variations .....	10
17.	Force Majeure .....	11
18.	Suspension .....	11
19.	Termination.....	14
C.	OBLIGATIONS OF THE CONSULTANT .....	14
20.	General.....	14
21.	Conflict of Interest .....	15
22.	Confidentiality .....	15
23.	Liability of the Consultant .....	16
24.	Insurance to be taken out by the Consultant.....	16
25.	Accounting, Inspection and Auditing.....	16
26.	Reporting Obligations .....	16
27.	Proprietary Rights of the Client in Reports and Records .....	17
28.	Equipment, Vehicles and Materials .....	17
D.	CONSULTANT'S EXPERTS AND SUB-CONSULTANT .....	17
29.	Description of Key Experts.....	17
30.	Replacement of Key Experts .....	17
31.	Removal of Experts or Sub-Consultant.....	18
E.	OBLIGATIONS OF THE CLIENT .....	18
32.	Assistance and Exemptions .....	18
33.	Access to Project Site .....	19
34.	Change in the Applicable Law Related to Taxes and Duties.....	19
35.	Services, Facilities and Property of the Client.....	19
36.	Counterpart Personnel .....	19

۲



37. Payment Obligation.....	19
F. PAYMENTS TO THE CONSULTANT.....	19
38. Contract Price.....	19
39. Taxes and Duties.....	20
40. Currency of Payment.....	20
41. Mode of Billing and Payment.....	20
42. Interest on Delayed Payments.....	21
G. FAIRNESS AND GOOD FAITH.....	21
43. Good Faith.....	21
H. SETTLEMENT OF DISPUTES.....	21
44. Amicable Settlement.....	21
45. Dispute Resolution.....	21
III. Special Conditions of Contract.....	24
IV. Appendices.....	31
Appendix –A.....	31
TERMS OF REFERENCE.....	31
A. Background.....	31
B. OVER ALL OBJECTIVES.....	32
C. INDICATORS and TARGETS FOR SP:.....	32
D. SCOPE OF SERVICES.....	33
E. Contingency fund:.....	35
F. LOCATION AND DURATION OF SERVICES.....	36
G. COMPLIANCE WITH TECHNICAL GUIDELINES.....	36
H. QUALIFICATIONS OF KEY PROFESSIONAL STAFF:.....	36
I. DATA, SERVICES, AND FACILITIES PROVIDED BY THE CLIENT.....	36
J. AUTHORITY AND RESPONSIBILITIES OF MoPH (GCMU, PMO, PPHD AND TECHNICAL DEPARTMENTS) AND THE SERVICE PROVIDER:.....	37
K. REPORTING REQUIREMENTS AND SCHEDULE FOR SUBMISSION.....	38
Appendix-B.....	42
A. Monthly Activity Progress Report Format.....	43
Appendix C - Key Experts.....	49
Form 50.....	54
Appendix D – Breakdown of Contract Price.....	59
APPENDIX E:.....	59
WORK SCHEDULE AND PLANNING FOR DELIVERABLES.....	59
APPENDIX F: MINUTES OF CONTRACT NEGOTIATION.....	63



2

## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the *May 02, 2020*, between, on the one hand, *Ministry of Public Health* (hereinafter called the "Client") and, on the other hand, *Organization for Health Promotion and Management (OHPM)* (hereinafter called the "Consultant or Service Provider").

#### WHEREAS

- (a) the Client has requested the Service Provider to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a grant from the *International Development Association (IDA)* toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Progress Report Formats
- Appendix C: Key Experts
- Appendix D: Breakdown of Contract Price
- Appendix E: Work plan.
- Appendix F: Minutes of Contract Negotiations

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract,





## قرارداد پروژه پاسخ دهی عاجل و آماده سازی سیستم صحت COVID-19 در ولایت خوست

در صورت بروز کدام تفاوت در بین اسناد، جهت اولویت موارد، ترتیب ذیل باید در نظر گرفته شود: شرایط خاص این قرارداد، شرایط عمومی این قرارداد، بشمول ضمیمه 1، ضمیمه A، ضمیمه B، ضمیمه C، ضمیمه D و ضمیمه F. هر آن ماخذ دیگر شامل این قرارداد، در جای که شرایط اجازه دهد، ماخذ به ضمیمه های آن،

2. حقوق و تعهدات مشترک (دو طرفه) از مشتری و مشاور در این قرارداد ذکر گردیده، بطور خاص عبارت است:

(a) مشاور (موسسه تطبیق کننده) خدمات را باید در مطابقت به این قرارداد عرضه نمایند، و

(b) مشتری (وزارت صحت عامه) اقساط پول را باید در مطابقت به این قرارداد پرداخت نمایند.

ما (جانبین) شاهد عقد این قرارداد بوده، طوریکه تاریخ و روز آن در فوق ذکر گردیده است.

از جانب وزارت صحت عامه

دوکتور فیروزالدین فیروز

وزیر صحت عامه جمهوری اسلامی افغانستان



از جانب مشاور یا موسسه اداره انکشاف صحت (OHPM)

احمد شکیب فلاح

معاون پروگرام موسسه اداره و انکشاف صحت (OHPM)



Handwritten signature in blue ink.

Handwritten signature in blue ink.

Handwritten signature or scribble in blue ink, consisting of several overlapping loops and lines.

1391 2010  
جمهوری اسلامی افغانستان  
وزارت صحت عامه  
پاښتونخوا او پنجاب  
آمریت تنظیم انکشاف و خدمات منوورین  
Ministry of Public Health  
Procurement Department  
Grants & Service Contracts  
Healthcare Services (Private)



موسسه اداره و انکشاف صحت  
Organization for Health  
Promotion & Management

Handwritten signature or scribble in blue ink.

Handwritten number '2' in blue ink.



including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; Appendix F; Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Ministry of Public Health*

*Ferozuddin Feroz MD, MBA, MSc*  
*Minister of Public Health*



For and on behalf *Organization for Health Promotion and Management (OHPM)*

*Ahmad Shekib Falah*  
*Deputy Program Director, OHPM*



دستخط و مهر سرکار عالی وزارت صحت عامه افغانستان  
قرارداد شماره ۱۵۷۱۵۹ مورخه ۱۳۹۹/۰۵/۰۵  
موضوع: خدمات مشاوره و مدیریت قراردادها  
رقبته: ۹۹ - ۱۳



*[Handwritten signature]*



سبب ادارہ و انکشاف صحت  
Organization for Health  
Promotion & Management

2017 1391  
جمہوری اسلامی افغانستان  
وزارت صحت عامہ  
رئیسہ ایفہ و ادارات  
ادارت تنظیم کناریا و خدمات حکومتی  
Ministry of Public Health  
Procurement Department  
Grants & Service Contracts

*[Handwritten mark]*

*[Handwritten mark]*



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

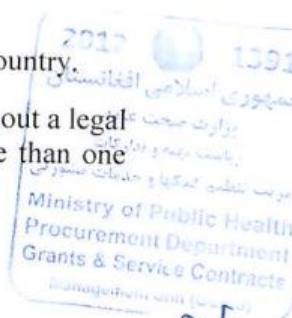
#### 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) "Contract" means the legally binding written agreement signed between the Client and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) "Day" means a working day unless indicated otherwise.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Service Provider or JV member(s) assigned by the Service Provider to perform the Services or any part thereof under the Contract.
- (j) "Foreign Currency" means any currency other than the currency of the Client's country.
- (k) "GCC" means these General Conditions of Contract.
- (l) "Government" means the government of the Client's country.
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one



سازمان مدیریت و توسعه سلامت  
Organization for Health  
Promotion & Management



entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Service Provider or its Sub-Service Provider to perform the Services or any part thereof under the Contract.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "Sub-Consultant" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultant, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## 6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized



representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

**10. Fraud and Corruption**

10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.

**a. Commissions and Fees**

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

**12. Termination of Contract for**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the





- Failure to Become Effective** event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition**
- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken

2021  
جمہوری اسلامی افغانستان  
وزارت صحت عامہ  
سازمان خدمات و قراردادها  
وزارت صحت عامہ و خدمات عمومی  
Ministry of Public Health  
Procurement Department  
Grants & Services Contract



2



all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

**18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19.1. This Contract may be terminated by either Party as per provisions set up below:

**19. Termination**



2

**a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.



N



- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

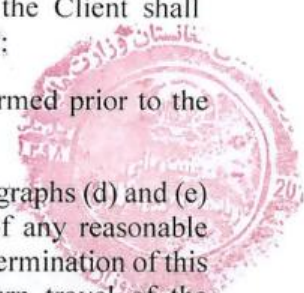
**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.



Handwritten blue mark resembling a stylized 'N' or '2'.



## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

#### a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Consultant as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultant as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

#### b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultant, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

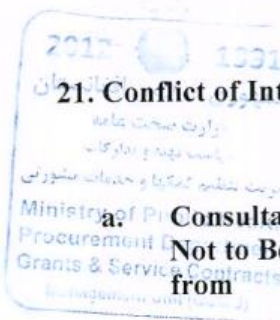
20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### 21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to

#### a. Consultant Not to Benefit from



*[Handwritten signature]*

*[Handwritten signature]*

**Commissions,  
Discounts, etc.**

Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultant not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

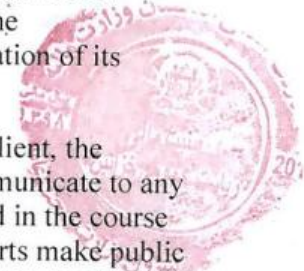
21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultant shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.



2



**24. Insurance to be taken out by the Consultant**

24.1 The Consultant(i) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultant to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub Consultant to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub Consultant ' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the





program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANT**

**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-Consultant**

31.1 If the Client finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-Consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.



*(Handwritten signature)*

31.3 Any replacement of the removed Experts or Sub-Consultant shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

### E. OBLIGATIONS OF THE CLIENT

### 32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the consultant to perform the Services.
- (b) Assist the consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the consultant and the Experts and any Sub-Consultant employed by the consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-Consultant and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33.1 The Client warrants that the consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be





responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the consultant or any Sub-Consultant or the Experts of either of them.

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the consultant that is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment Obligation**

37.1 In consideration of the Services performed by the consultant under this Contract, the Client shall make such payments to the consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.



2

**39. Taxes and Duties**

39.1 The Consultant, Sub-Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

**41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the consultant within the same sixty (60) days period. The consultants shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the





final report. The consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the consultant of any obligations hereunder.

**42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

**45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.



سازمان برای ترویج سلامت و مدیریت سلامت  
Organization for Health  
Promotion & Management

2

## II. General Conditions

### Attachment 1

### Fraud and Corruption

(Text in this Appendix shall not be modified)

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), Consultant, contractors and suppliers; any sub-contractors, sub-Consultant, consultants or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-Consultant, sub-contractors, consultants, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;



- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or consultant of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), Consultant, contractors, and suppliers, and their sub-contractors, sub-Consultant, consultants, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



2017  
افغانستان  
جمهوری اسلامی  
وزارت بهداشت  
و خدمات مسوولیت  
Ministry of Public Health  
Procurement Department  
Grants & Service Contracts



*(Handwritten signature)*

*(Handwritten mark)*

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Afghanistan.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: <b>Ministry of Public Health</b>  <b>Great Massoud Square, Kabul Afghanistan</b></p> <p>Attention: <b>Ferozuddin Feroz Minister of Public Health</b></p> <p>Facsimile: <b>Not Applicable</b></p> <p>E-mail : <b>info@gcmu-moph.gov.af</b></p> <p>Consultant: <b>Organization for Health Promotion and Management (OHPM)</b>  <b>House #3, Street # 7, Qala-e-Fatullah, District 10, Kabul, Afghanistan</b></p> <p>Attention: <b>Dr. Ahmad Shekib Falah</b>  <b>Deputy Program Director, OPHM</b></p> <p>Facsimile: <b>Not Applicable</b></p> <p>E-mail: <b>shekibfalah@ohpm.org.af</b></p> <p>Phone No: <b>+93(0)799318358</b></p> <p>Nationality: <b>Afghan</b></p>
8.1	The Lead Member on behalf of the JV is: <i>N/A</i>
9.1	<p>The Authorized Representatives are:</p> <p><b>For the Client:</b> <i>Ferozuddin Feroz, Minister of Public Health</i></p> <p><b>For the Consultant:</b> <i>Ahmad Shekib Falah</i></p>
11.1	The effectiveness conditions are the following: <b>After signing of the contract, the Service Provider shall mobilize the contract by May 03, 2020.</b>
12.1	<b>Termination of Contract for Failure to Become Effective:</b>



*(Handwritten signature)*

*(Handwritten mark)*



	The time period shall be seven (7) calendar days from date of contract signature.
13.1	<b>Commencement of Services:</b> May 03, 2020 Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	<b>Expiration of Contract:</b> <b>The time period shall be</b> 47 months starting from May 03, 2020 till, March, 31 2024.  <b>Note 1:</b> This contract includes six-month project work plan with the related cost. For the remaining period of this contract (41-months), the work plan and its related costs shall be agreed by both parties during the implementation of the initial six-month and subsequent years, subject to availability of funds and satisfactory performance of the service provider; the contract will be amended for a period of rest of the consecutive years on yearly basis. <b>Note 2:</b> In case of need during the implementation of the project, the current scope of work would be expanded, subject to availability of fund and satisfactory performance of the consultant; in which case the Work Plan and ToR will be revised to revise the scope of services for the respective year/s.
17.1	COVID – 19 pandemic for which the contract is awarded, cannot be invoked under the clause.
19.1	<b>Termination of contract</b> Failure to achieve the specified targets for indicators will trigger disciplinary actions by the MoPH which could lead to termination of the contract.

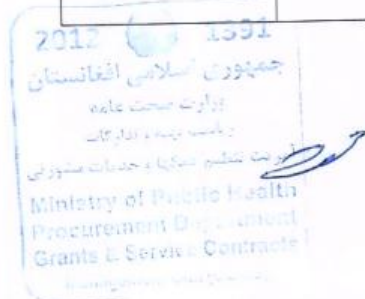
23.1	No additional provisions.
24.1	<b>The insurance coverage against the risks shall be as follows:</b> (a) <b>Professional liability insurance, with a minimum coverage of equal to contract ceiling;</b> (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Service Provider or its Experts or Sub-Service Provider, with a minimum coverage of <b>USD50,000.00</b> (c) Third Party liability insurance, with a minimum coverage of <b>ten (10) percent of the contract value;</b> (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-Service Provider in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and

2017 1391  
جمهوری اسلامی افغانستان  
وزارت صحت عامه  
آمریت تنظیم کمپنا و خدمات بشورتی  
Ministry of Public Health  
Procurement Department  
Grants & Service Contracts  
Management Unit (MGSU)



2

	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.
27.2	The Service Provider shall not use these for purposes unrelated to this Contract without the prior written approval of the Client.
30.2	The replacement of a key staff shall be based on meeting the minimum qualification and experience criteria indicated in the ToR.
38.1	<p>The Contract amount for the first six-month is: <b>(AFN 39,511,164) Thirty-nine million five hundred eleven thousand one hundred and sixty-four Afghani only;</b></p> <p>i. Contract Price for COVID-19 EMERGENCY Response and Health Systems Preparedness Project is: <b>AFN 35,919,240</b> fixed inclusive of all local direct taxes as per the break-down provided in Appendix D.</p> <p>ii. Contingency fund (10%) of contract price (bullet # i mentioned above): <b>AFN 3,591,924</b> to be reimbursed according to the (Para E Contingency fund) of the ToR in this contract</p> <p>iii. Total cost of the Contract (iii=i+ii) <b>AFN 39,511,164</b></p> <p>All above costs are fixed inclusive of local direct taxes and exclusive of local indirect taxes.</p> <p>Contract will be amended (as and when required) to cover the costs for the consecutive years as per respective work plans; accordingly the work plan and ToR will be revised on yearly basis.</p>
39.1 and 39.2	<p>The Client warrants that the Consultant, the Sub-Service Provider and the Experts shall be exempt from any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-Service Provider and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Service Provider and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Service Provider or Sub-Service Provider for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p>



*[Handwritten signature]*

*[Handwritten signature]*



قرارداد پروژه پاسخ دهی عاجل و آماده سازی سیستم صحت COVID-19 در ولایت خوست

<p>24.1 (e) بیمه در توان و یا تخریب به 1) وسایل خریداری شده مکمل و یا هم بخش آن از بودجه تحت این قرارداد (2) ملکیت مشاور که برای ارائه خدمات استفاده شده باشد و 3) یا هم اسناد که توسط مشاور در تهیه خدمات آماده شده باشد.</p>	<p>24.1</p>
<p>27.2 مشاور نمیتواند این اسناد را در مقاصد غیر مربوطه این قرارداد بدون اجازه رسمی و منظوری مشتری استفاده نمایند.</p>	<p>27.2</p>
<p>30.2 تعویض پرسونل کلیدی پروژه در مطابقت به معیارات مندرجه سند لایحه وظایف (TOR) باید صورت گیرد.</p>	<p>30.2</p>
<p>38.1 مقدار پول این قرارداد برای شش ماه نخست قرارداد (39,511,164 افغانی) مبلغ سی و نو میلیون و پنچصد و یازده هزار و یکصد و شصت و چهار افغانی است.</p> <p>i. قیمت قرارداد برای پروژه پاسخ دهی عاجل و آماده سازی سیستم صحت COVID-19 (35,919,240 افغانی) بشمول تکس های مستقیم داخلی مطابق تشریح که در ضمیمه D داده شده است.</p> <p>ii. بودجه احتیاطی (10%) قیمت قرارداد (بولت شماره A که در فوق تذکر رفته): 3,591,924 افغانی است که مطابق (ماده E بودجه احتیاطی) لایحه وظایف یا TOR این قرارداد باید تادیه گردد.</p> <p>iii. قیمت مجموعی این قرارداد (iii=i+ii) 39,511,164 افغانی</p> <p>تمامی قیمت های فوق الذکر شامل تکس های مستقیم داخلی است و تکس های داخلی غیر مستقیم در آن شامل نمیباشد.</p> <p>قرارداد (مطابق به ضرورت و نیاز زمانی) تعدیل خواهد شد تا مصارف سالهای بعدی طبق پلان های کاری مربوط تامین گردد؛ پلان کاری و لایحه وظایف سالانه تجدید نظر میشود.</p>	<p>38.1</p>
<p>39.1 و 39.2 مشتری (وزارت صحت عامه) تضمین میدارد که: موسسه مشاور، موسسه قراردادی فرعی و پرسونل از پرداخت تکس غیر مستقیم، مالیات، فیس و تکس بر عایدات و دیگر جریمه های که تحت قانون نافذ کشور در باره موسسه مشاور، موسسه قراردادی فرعی و پرسونل وضع گردیده، در مواردی آتی معاف میباشد:</p> <p>مشتری (وزارت صحت عامه) تضمین میدارد که: موسسه مشاور، موسسه قراردادی فرعی و پرسونل از پرداخت تکس غیر مستقیم، مالیات، فیس و تکس بر عایدات و دیگر جریمه های که تحت قانون نافذ کشور در باره موسسه مشاور، موسسه قراردادی فرعی و پرسونل وضع گردیده، در مواردی آتی معاف میباشد:</p> <p>الف: هر نوع پرداخت که به موسسه مشاور، موسسه قراردادی فرعی و پرسونل (به جز از اتباع و ساکنین دایمی کشور میزبان) به ارتباط انجام خدمات،</p> <p>ب: هر نوع وسایل، مواد و اکمالات که توسط موسسه مشاور و یا موسسه قراردادی فرعی به منظور انجام خدمات به کشور میزبان آورده میشود و بعدا تسلیم داده میشود:</p>	<p>39.1 و 39.2</p>



Handwritten signature in green ink.

Official stamp of the Organization for Health Promotion & Management, Afghanistan, dated 2017/1391.

Handwritten signature in blue ink.

Handwritten signature in blue ink.

*[Handwritten signature]*



*[Handwritten mark]*

201/ 1391  
جمهوری اسلامی افغانستان  
وزارت صحت عامه  
مؤسسه اداره و انکشاف صحت  
وزارت صحت عامه - خدمات عمومی  
Ministry of Public Health  
Procurement Department  
Grants & Services Contracts



(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

(d) any property brought into the Client's country by the Consultant, any Sub-Service Provider or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:

(i) the Consultant, Sub-Service Provider and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and

(ii) if the Consultant, Sub-Service Provider or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Service Provider or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.

**41.2**

**The payment schedule for the COVID-19 Project amount for the first six-month (as per the bullet # i under clause # 38.1, of the SCC):** Payment shall be made in three (3) installments according to the following schedule:

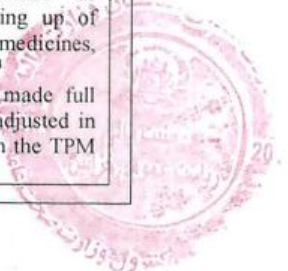
# of instalment	Due date for submission of progress activity report and invoices	Amount and Percentage of the contract price (mentioned in bullet i of SCC 38.1)	Deliverables
1st instalment	Two (2) days after signing of the contract	Thirty percent (30%) of the contract price (mentioned in bullet i of SCC 38.1)	1-Upon submission of commitment letter from SP Trustee Board accepted by MoPH; will be treated as mobilization costs for setting up of facilities, equipment, medicines, doctors and other resources. <sup>4</sup> 2-This installment will be made full payment and then will be adjusted in the 2 <sup>nd</sup> installment based on the TPM verification report.

<sup>4</sup> Inception report should be submitted after fifteen (15) days of contract commencement date and submission of inception report should be mentioned in commitment letter.

2012 1391  
 جمهوری اسلامی افغانستان  
 وزارت صحت عامه  
 وزارت صحت و خدمات  
 Ministry of Public Health  
 Procurement Department  
 Grants & Service Contracts



موسسه اداره و انکشاف صحت  
 Organization for Health  
 Promotion & Management



2

2 <sup>nd</sup> installment	Sartan 21, 1399 (July 11,2020)	Sixty percent (60%) of the contract price <i>(mentioned in bullet i of SCC 38.1)</i>	1-Upon submission and acceptance of relevant monthly activity reports; for the previous quarter; meeting the minimum requirements as laid down in the ToR and progress on the implementation of work plan. 2-This installment will be made full payment and then will be adjusted in the 3 <sup>rd</sup> installment based on the TPM verification report. 3-After verification by the TPM; Excessive costs if any given during the first instalment will be adjusted in this instalment.
3 <sup>rd</sup> (final) Installment	Aqrab 20, 1399 ( Nov 11, 2020)	Ten percent (10%) of the contract price <i>(mentioned in bullet i of SCC 38.1)</i>	1- Upon submission of relevant monthly activity reports and end of the first six-month project reports accepted by MoPH and after due verification by the TPM. 2-After verification by the TPM; Excessive costs if any given during the 2nd instalment will be adjusted in this instalment.

**Note 1:** Service Provider must retain receipts, invoices and relevant records for procurement done for various kits, equipment, medicines; resources hired etc. to the utmost under this contract which shall be used as base costs for calculating the expenditure incurred during the contract implementation period.

**Note 2:** No expenditures in above categories will be reimbursed if incurred after completion of the contract.

**Note 3:** Any money paid under this contract is intended to be spent for the purposes of the COVID-19 project in agreed geographical areas within the time schedule agreed by the client and the service provider. Through regular monitoring and evaluation visits, the MoPH and any authorized auditing firm will monitor Service Provider' inputs, and spending. At the end of the contract period any fund remains unspent will be refunded by the Service Provider to MoPH specific bank account or will be used for the extension of contract based on decision of MoPH.

**Note 4:** Contingency fund: **AFN 3,591,924** to be reimbursed according to the para **E** of the ToR in this contract.

**Note 5:** Payment schedule will be re-drawn for the consecutive years of the contract period with revised work plan and ToR; both of which will be part of the amended contract, as and when agreed between the parties.

41.2.1

The following provisions shall apply to the advance payment and the advance bank payment guarantee: The first payment should be done upon submission of inception report but the payment after inception report will be laid the mobilization and implementation of the project, therefore, a **commitment letter from Service Provider trustee board** should be submitted to process the first payment.

41.2.4

**The account for local currency is:**





	<p>Account Name: OHPM-COVID-KHOST</p> <p>Bank Name: AZIZI BANK</p> <p>Bank Address: Zanbaq Square, Kabul City Afghanistan</p> <p>Account number: 003401100851582</p> <p>Currency of account: AFN</p> <p>Swift Code: AZBAAFKA</p> <p>Correspondent Bank: TRANSSKAPITAL BANK, MOSCOW RJ</p> <p><b>Note:</b> The Service Provider shall maintain two separate bank Accounts for each contract, one for their Kabul office (which is stipulated in this contract and MoPH will transfer the installments to this account) and another for their provincial office and all transactions for the contact shall be through these accounts only. The bank statement shall be submitted along with quarterly financial reports.</p>
<p>42.1</p>	<p>The interest rate is: NA</p>
<p>45.1</p>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Provider shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been</p>

2012 1391  
 جمهوری اسلامی افغانستان  
 وزارت صحت عامه  
 مدیریت برنامه و قرارداد  
 آبروت نطیبه همکاری و خدمات بشوری  
 Ministry of Public Health  
 Procurement Department  
 Grants & Service Contracts  
 Management Unit



2

	<p>appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the secretary general of the permanent court of arbitration, The Hague</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>the secretary general of the permanent court of arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <b>Dubai, United Arab Emirate (UAE)</b></p> <p>(b) the <b>English</b> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>



2



## IV. Appendices

### Appendix –A TERMS OF REFERENCE

For the Afghanistan COVID-19 Emergency Response and Health System Preparedness  
Project: (P173775)

#### A. Background

A Cluster of pneumonia of unknown cause detected in Wuhan, China was first reported to the WHO Country Office in China on December 31, 2019. On February 11, 2020 the World Health Organization announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, first identified in Wuhan China. The new name of this disease is coronavirus disease 2019, abbreviated as COVID-19. In COVID-19, 'CO' stands for 'corona,' 'VI' for 'virus,' and 'D' for disease. Formerly, this disease was referred to as "2019 novel coronavirus" or "2019-nCoV".

This virus was first detected in Wuhan City, Hubei Province, China. The first infections were linked to a live animal market, but the virus is now spreading from person-to-person. It's important to note that person-to-person spread can happen on a continuum. The virus that causes COVID-19 seems to be spreading easily and sustainably in the community ("community spread") in some affected geographic areas. That is why CDC recommends that these patients be isolated either in the hospital or at home (depending on how sick they are) until they are better and no longer pose a risk of infecting others.

WHO announced COVID-19 outbreak a pandemic on March 11, 2020. As of today, April 2, 2020, around one million people have been sickened in 203 countries and around 50,000 have died of the coronavirus and more than 200,000 people have recovered, the World Health Organization (WHO) and figures from health officials.

Afghanistan has had a total of 665 confirmed cases of COVID-19 (Coronavirus). Herat province has the highest number of confirmed cases.

The Government of Afghanistan has re-opened its border with Iran, which had been closed briefly to all air and ground travels. The Ministry of Public Health (MoPH) has assigned health teams to airports and land borders to screen passengers for symptoms of COVID-19. All passengers who have traveled to China, Iran, Italy, or South Korea and countries with community spread during the one month prior to arrival in Afghanistan are separated from other passengers, checked for symptoms of COVID-19, and those with symptoms will be taken directly to a designated hospital for testing.

In response to this outbreak the MoPH has started some measures nationwide including establishing the Center for Combating Covid-19 in central level, headed by the Minister of Public Health. Also established committees at the central level on health services, planning, capacity building and support areas. The same structure is established at the provincial level headed by the Provincial Public Health Directors focus on health services and functionalizing a district center.

Considering the rapid spread of this outbreak, potential for greater loss of life and geographical location of Afghanistan in neighboring to Iran, the government of Afghanistan called for humanitarian assistance to fight against COVID-19 in the country. In response the World Bank



has proposed an emergency response project called “Afghanistan COVID-19 Emergency Response and Health System Preparedness project”.

### B. OVER ALL OBJECTIVES

The overall objectives of the project are to protect our citizens from the spread of COVID-19; to respond and mitigate the threat posed by COVID-19 in Afghanistan and to strengthen national health systems preparedness and capacity to respond to public health emergencies. One of the aim of this project is to avoid disruption of BPHS/EPHS service delivery under Sehatmandi project.

The specific objectives of this project are:

1. To increase public awareness and promote healthy behaviors in regard to COVID-19
2. To conduct community surveillance and early detection of COVID-19 suspected cases
3. To ensure infection prevention and control measures at the health facilities and community level
4. To Manage and isolate cases of COVID-19 suspected and confirmed cases

### C. INDICATORS and TARGETS FOR SP:

No	Indicators	Baseline	End Targets	Means of Verification	Timeline	Remarks
1	Percentage of samples transferred to Lab facilities from all suspected cases	0%	100%	Progress reports	Monthly	As per MoPH updated protocol
2	Percentage of identified contacts who are successfully traced	0%	70%	Progress reports	Monthly	
3	Number of active beds for isolations and case management of COVID-19	20 Beds	20 Beds	Progress reports	Monthly	
4	Percentage of isolation beds dedicated for ICU for managing of critical cases of COVID-19	5 %	5 %	Progress reports	Monthly	
5	Number of technical staff (Health workers) recruited for COVID-19 project	0	69	Progress reports	Monthly	Disaggregated by profession and gender
6	Availability of equipment (both medical and non-medical) as per the specified guideline	0	100%	Progress reports	Monthly	The medical equipment will be provided by UN

2019  
 جمهوری اسلامی افغانستان  
 وزارت صحت عامه  
 ریاست تهیه و اداره کار  
 آبریت تنظیم کتایا و خدمات ستوری  
 Ministry of Public Health  
 Procurement Department  
 Grants & Service Contracts  
 مدیریت قراردادها و خدمات



2



	for managing of COVID-19					
7	Number of people trained for COVID-19	0	824	Progress reports	Monthly	Disaggregated by profession and gender
8	Percentage of HFs comply with IPC protocols		100%	Progress reports	Monthly	Verified by TPM
9	Proportion of population able to identify three key symptoms of COVID-19 and/or seasonal influenza and three personal prevention measures (as assessed by TPM).		50%	Progress reports	Monthly	Verified by TPM

#### D. SCOPE OF SERVICES

Although the scope of the overall project is nationwide, this contract will cover the entire population of the Khost province including returnees, Kochies and IDPs. The primary project beneficiaries will be infected people, at-risk populations, medical and emergency personnel as well as service providers (both public and private), medical and testing facilities staff. Staff of key technical departments and provincial health offices will also benefit from the project as their capabilities increase through the strengthening institutional capacity of the MoPH.

The service provider will be involved in the national, provincial and district level mechanisms to combat the epidemic and support the structure and functions described by the MoPH at all these levels. The SPs are required to ensure proper staffing, training, and efficient logistics to functionalize the provincial and district level centers for combating corona virus epidemic.

- i. At the Provincial Level: There is a provincial Center for Combating Corona virus, headed by the Provincial governor and/or Provincial Health director. The center will have three main functions a) health services, b) surveillance c) monitoring and risk communication; d) logistic/ finance support. The Service provider needs to be engaged actively in all three functions and work closely with the provincial center.
- ii. At the District Level: The District Center for Combating Corona virus should be established. The MoPH has to facilitate the infrastructure and necessary equipment and supply will be provided. The World Health Organization (WHO) provides the training, but SPs need to plan cascading of the trainings. The Rapid Response Team (RRT) to be functionalized according to the MoPH instruction (*the list/number of RRT/province is attached*). The SP should link the RRT with the District Center based on priority; Each RRT will be equipped with one vehicle. The RRT have to run-district centers in coordination with existence/available resources. These centers have to do Surveillance and case finding (active through contact tracing, and passive by consulting patients coming to the center), taking samples for lab test as per



*(Handwritten signature)*

*(Handwritten mark)*



protocol, transport of samples to the lab, health education and risk communication, in case of necessity hospitalize and isolate patients, refer cases with severe signs and symptoms through a dedicated ambulance to the provincial ICU dedicated for Covid-19. The SP is responsible to cover urban areas of each province by the same services.

The details of tasks are explained below:

## 2. Risk Communication (Public awareness and promote healthy behaviors)

The service provider should maintain proper communication with the entire population to update them of the existing facilities, where they should attend if have problems, who to call if they have problem and how/ why to change their behavior to protect themselves and others around them. Establish coordination with provincial call center to allow people call and ask for advice anytime they need. Distributing the contact numbers of district RRT to the people to seek advice when they needed. Using available channels to establish two-way communication with the people is the priority required from the Service Providers.

## 3. Early detection and surveillance of cases at community level:

- i. **Passive surveillance:** all health facilities are responsible to report immediately any suspected cases that match with the case definition of COVID-19 to the district RRT.
  - ii. **Contact tracing:** Contact tracing shall be done to identify suspected secondary cases and in case of developing signs and symptoms with immediate evacuation/referral to isolation center located at provincial/district level based on MoPH developed guideline.
  - iii. **Follow up of people in home quarantine:** The service provider to follow the suspected people at their residence and provide health education through CHWs network. In case of developing any signs and symptoms to be referred to the isolation centers. See the home quarantine guideline of MoPH.
  - iv. **Taking samples and transfer it to the nearest reference lab facility:** The SPs need to take samples from suspected cases as per protocol at the district or provincial centers and transfer it to the nearest reference lab for Covid-19 test and follow up the results. The suspected cases can be referred/ transported to the provincial or district center for isolation.
- 4. To Manage cases and isolate of COVID-19 suspected and confirmed cases:** The SP is responsible to deliver essential health care service to the people who are infected with COVID-19.
- i. Establish/Operationalize the COVID-19 isolation ward in the province. The MoPH will provide the infrastructures in the province and the SP will be responsible to staff them and run the centers. This activity will start with a minimum number of beds and will be upgraded based on need and instruction of the MoPH leadership.
  - ii. The service provider shall equip the COVID-19 specific hospital. However, the necessary equipment will be provided by MoPH through UN agency as per Para-L.
  - iii. Service provider shall follow the required staffing based on the MoPH estimation.
  - iv. Service provider will supply the medical materials, consumable and other logistic required for COVID-19 patients rather than purchased by UN agency as per Para-L.
- Service provider shall provide remuneration, risk benefit, food cost and other benefits defined in approved guideline.



- vi. Service provider shall budget running cost - including minor renovation and maintenance of the COVID-19 isolation ward in the hospital.
  - vii. WHO guideline for case management shall be implemented accordingly.
- 5. Infection prevention and control measures at the health facilities level:**

The COVID-19 outbreak could last for a long time in the communities. Depending on the severity of the outbreak, health workers may recommend community actions to help keep people healthy, reduce exposures to COVID-19, and slow down the spread of the disease. Infection prevention and control measures should be done at all health facilities and communities. The SP is responsible to ensure the IPC materials and supplies available in all BPHS and EPHS health facilities and health personnel practice IPC protocols.

- i. Facility Level Infection Prevention and Control (IPC): Triage, applying standard precautions for all patients (which includes hand hygiene, respiratory hygiene, rational use of PPE kits, safe disposal of all types of wastes, environmental cleaning, and sterilization of patients care equipment), Administrative controls (based on MoPH developed guideline).
- ii. Community level infection prevention and control: The SPs need to supervise and monitor the implementation of community level measures decided by the MoPH at their respected communities including social distancing, home quarantine, management of dead bodies, movement restrictions and etc.

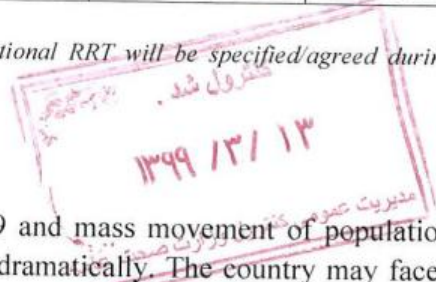
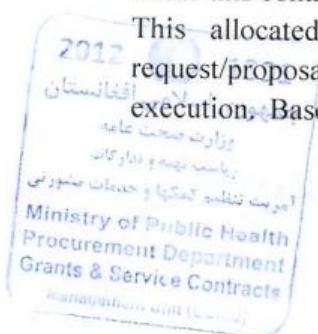
Province	Hospital/Ward (at provincial level)	Location	District centres (with functional RRT)	Location (to be proposed by SP based on the priority)
Khost	20 Beds	Khost City	6 District Centers and 6 RRT	1. Nadir Shah Kot, 2. Sabari/Yaqobi, 3. Musa Khail, 4. Tani, 5. Jaji Maidan and 6. Alisher Districts

\*Number and location of district centers with functional RRT will be specified/agreed during the contract negotiation.

**E. Contingency fund:**

Looking to the fast spreading of COVID-19 and mass movement of population across the borders, the COVID-19 might be increased dramatically. The country may face with public health challenges and related emergencies. Therefore, the Service Provider should allocate 10 % of contract amount for responding such COVID-19 EMERGENCY as contingency fund under this contract.

This allocated contingency fund will be released based on the Service Provider request/proposal and MoPH/GCMU prior approval as per the need during the contract execution. Based on COVID-19 spreading in the province, the Service Provider needs to



005



prepare a specific work plan including indicators to be tracked during implementation/utilization of the contingency funds.

**F. LOCATION AND DURATION OF SERVICES**

The above mentioned services will be delivered to the entire population in Khost province, including returnees, Kochies, prisoners and IDPs. The contract is for 47 months starting from May 03, 2020 till March 31, 2024. This contract includes six-month project work plan with its related cost.

For the remaining period of this contract (41-months), the work plan and it related cost shall be agreed by both parties during the implementation of the project, subject to availability of fund and satisfactory performance of the service provider.

**G. COMPLIANCE WITH TECHNICAL GUIDELINES**

In carrying out the services described above, the service provider will comply with developed MoPH standard protocols/guidelines (which might be updated from time to time) for managing COVID-19 (screening of travelers, registration, referral, mobile surveillance, taking/transferring samples, PPE kits, contact tracing, isolation and case management, lab safety procedures and safe disposal of waste and burial and etc.).

**H. QUALIFICATIONS OF KEY PROFESSIONAL STAFF:**

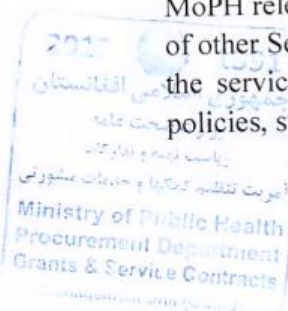
The service provider shall be required to ensure the availability of full time professional key staff with the minimum qualifications and experiences described below:

**Qualifications and Experiences of key professional staff:**

Education	Adequacy for the assignment
<b>Technical Manager (K1)</b>	
MD/equivalent medical degree from university certified by relevant higher education authority in Afghanistan or other countries.	At least two-years full time experience in managing of provincial health projects/ Technical health positions (after graduation from university)
<b>Financial Officer (K2)</b>	
At least DBA or equivalent in the field of finance.	At least one-year full time experience in positions of accounting and finance after graduation

**I. DATA, SERVICES, AND FACILITIES PROVIDED BY THE CLIENT**

The Client (MoPH) will provide the Service Provider with the following inputs: (i) relevant available information about COVID-19. (ii) all MoPH health facilities in the provinces; (iii) copies of standard reporting and recording forms; (iv) access to MoPH training courses; (v) technical assistance when needed, including opportunities to discuss results with the MoPH relevant departments; (vi) where appropriate, coordinate visits to intervention areas of other Service Provider doing similar work in the country and (vii) The funds to cover all the services defined in the ToR. (viii) A copy of the necessary documents regarding policies, strategies and other required information will be provided to the Service Provider





**J. AUTHORITY AND RESPONSIBILITIES OF MoPH (GCMU, PMO, PPHD AND TECHNICAL DEPARTMENTS) AND THE SERVICE PROVIDER:**

**I.1. The Provincial Public Health Director (PPHD) has the following responsibilities:**

1. Monitoring and supervision of the project.
2. To review the technical report of the Service Provider and provide required feedback.
3. Ensure effective coordination of all health providers such as MoPH, Service Provider, Private sector, UN agencies and other sectors at the Province level.
4. The MoPH/PPHD will provide the space for hospital settings if required.
5. Ensure effective coordination of community surveillance system.

**I.2. MoPH through the GCMU/PMO has the following responsibilities:**

1. Ensure the Service Provider and the MoPH adhere to the terms of the contract.
2. Provision of technical assistance to SP.
3. Relevant technical staff from GCMU/PMO will conduct performance management missions to monitor the work and performance of the Service Provider.
4. Review the project technical reports submitted by the Service Provider and provide necessary feedback.
5. Convene meetings to discuss and resolve issues related to the Afghanistan COVID-19 Emergency Response and Health System Preparedness Project implementation and other issues under scope of services.
6. Sharing the updated policies and strategies with the Service Provider along with all revised technical guidelines.
7. Process the timely transfer of fund in close coordination with Development Budget Department (DBD) of MoPH to the implementing partners.
8. Facilitate the Service Provider communication with MoPH departments.

**I.3. The MoPH technical departments have the following responsibilities:**

1. Joint monitoring with GCMU/PMO
2. Provide technical assistant to service providers staff on technical guidelines and/ or changes in guidelines.

**I.4. The Service Provider has the following responsibilities:**

1. The SP is responsible to transport the specimen from district and central of province to nearest reference laboratory center through RRTs.
2. The Service Provider will have sole discretion in the procurement of drugs, supplies, equipment, and other resources needed to meet contractual obligations rather than purchased by UN agencies as per Para-L.
3. The Service Provider will enjoy sole discretion in the recruitment, posting, disciplining, and termination of staff paid for under this contract.
4. Ensure transparency and accountability by sharing the project plan and the progress made with stakeholder at different level.

1399 / 3 / 13  
مدیریت عمومی و کنترل آلودگی  
وزارت صحت عامه

006

2012 1399  
وزارت صحت عامه  
ریاست تهیه و تدارکات  
آمریت تنظیم تکنیکها و خدمات ستورنی  
Ministry of Public Health  
Procurement Department  
Grants & Service Contracts  
Management Unit



نوسلنه اداره و انکشاف صحت  
Organization for Health  
Promotion & Management

2

5. Cooperating with any monitoring and evaluation process authorized by the MoPH/GCMU/PMO and Third Party.
6. Resolving quickly such deficiencies that are reasonably pointed out by the MoPH/GCMU/PMO.
7. SP is responsible to cascade all conducted trainings by WHO to relevant staff of COVID-19 specific hospital and RRTs.
8. The Service Provider will technically support and actively participate in all provincial relevant sub-committees.
9. The Service Provider should actively participate in all joint monitoring visits of the COVID-19 hospital and RRTs as planned by PPHCC and other assigned representatives of MoPH technical departments.
10. The Service Provider must be responsive to all MoPH-GCMU/PMO communications on timely basis by an authorized person(s) through proper channel.
11. The service provider should pay salary to the staff (health worker and supportive staff) involved in managing COVID-19 based on the Government's approved guidelines which included all benefits.
12. The service provider to pay the death benefit to the family of staff (health worker and supportive staff) involved in managing COVID-19 based on the Government's approved guidelines.

**K. REPORTING REQUIREMENTS AND SCHEDULE FOR SUBMISSION**

The Service Provider will provide the MoPH with the following reports which are also deliverables of the contract:

1. Inception report, 15 days after signing of the contract.
2. Monthly Activity Progress Report.
3. Quarterly Financial Report.
4. Daily reporting as per the surveillance guideline of COVID-19.
5. Implement online reporting system as per the MoPH requirement.
6. Submission of the End of Project Report (EPR) one month after completion of the contract.
7. The Service Provider will provide any other reports as needed to the MoPH.

**L. List of Equipment, Consumables, Lab reagents, X-Ray films, Medicine and PPE for Health Care Staff which will be provided by MoPH through UNICEF:**

Consumables for ICU patients		Consumables for Mild and Moderate patients	
#	Item	#	Item
1	Thermometer infrared	1	IV cannula (20, 22,24)
2	IV Chamber	2	Oxygen Mask disposable
3	Micro Drop	3	Nebulizer Mask (different Size)
4	IV cannula (20, 22,24)	4	Syringe 10cc with needle
5	Oxygen Mask disposable	5	Syringe 5 ml with needle
6	Filters for circuit of Ventilators	6	Wooden Tongue Depressor, 100/Pack
7	Urine Bag	7	Safety box
8	Foley Catheter Different Size	8	ECG Paper, 111mm width



2017  
وزارت صحت عامه  
مؤسسة ادارة و انكشاف صحت  
Ministry of Public Health  
Procurement Department  
Grants & Service Contracts

2



9	Swab Sterile	9	Leucoplast (large), 7.5cmx5m
10	Nebulizer Mask (different Size)	10	Povidone -Iodine 7.5% (Sol), 450 ml
11	Oxygen Nasal Cannula (different Size)	11	Gas Pad 10X10 cm X 8 layer/pack
12	Suction Catheter (different Size)	12	Alcohol Pad, 200/ Box
13	Syringe 10cc with needle	13	Disposable Cap, 100/ Pack
14	Syringe 5 ml with needle	14	Oxygen Gas 2000 Pound
15	Syringe 60 ml with needle	15	Cotton role (Medical)
16	Syringe 50 ml with needle		<b>Laboratory Regents</b>
17	Syringe 20 ml with needle	#	<b>Item</b>
18	Wooden Tongue Depressor, 100/Pack	1	Glucometer strip, on call plus
19	Safety box	2	Diluent (Hematology Analyzer) reagent, Mindray or ( equivalent) 20lit/bottle
20	ECG Paper, 111mm width	3	E-Z Clenser (Hematology Analyzer), 1*100 ml Mindray or(equivalent)
21	Leucoplast (large), 7.5cmx5m	4	Lyse (Hematology Analyzer)reagent, 500ml/bottle Mindray or equivalent
22	Povidone -Iodine 7.5% (Sol), 450 ml	5	Rinse (Hematology Analyzer)reagent, 20 liter/gallon Mindray or (equivalent)
23	Gas Pad 10X10 cm X 8 layer/pack	6	probe clener, 1*17 ml/bottle
24	Alcohol Pad, 200/ Box	7	APTT , 6X2ml vial/kit
25	Disposable Cap, 100/ Pack	8	PT, 10X2ml vial/kit
26	Airway Guider different size	9	Bilirubin total , 5*20ml / kit
27	Endo tracheal tube without cuff	10	(SGPT)ALT, ( 5*80 mL) / Kit
28	NG tube different size	11	(SGOT)AST , ( 5*80 mL) / Kit
29	ECG 50 pad/pack	12	ALP(Alkaline phosphatase), ( 5*80 mL) / Kit
30	Center line catheter different size	13	Albumin, 5*25ml / kit
31	Tracheostomy kit	14	Total protein, 5*25ml bottle/kit
32	Battery for laryngoscope middle size	15	Cholesterol, 1*2-250ml bottle/kit
33	ECG gel 4000cc	16	Triglyceride, 1*2*250ml bottle/kit
34	lidocaine gel	17	Urea reagent, ( 5*80 mL) / Kit
35	Oxygen Gas 2000 Pound	18	Creatinine reagent, ( 5*80 mL) / Kit t
36	Tourniquet	19	PT Tube, 100Pic/Box
	<b>X-Ray Requirement</b>	20	Calcium Tube, 1*500piece/box (Glass tube)
#	<b>Item</b>	21	Vacutainer tube with EDTA, 1*100 (glass) piece/box
1	X-Ray film 30*40' blue	22	Gel Tube +Clot Activator, 1*100 piece/Box
2	X-Ray film 30*24' blue	23	ESR tube disposable 1*100peice/box
3	X-Ray film 18*24' blue	24	Yellow Tips, Disposable, 1000/Pack
4	Fixer, 5 Liter/gallon	25	Blue Tips, Disposable, 1000/Pack







3	Sphygmomanometer (Aneroid/Boshes) For Adult	24	Amp: Magnesium Sulphate 50%/10ml
4	Stethoscope	25	Amp. Phenobarbital 200mg/2ml
5	Pharmacy Refrigerator Glass Door	26	Amp. Diazepam 10mg/2ml
6	Wheel Chair	27	Amp. Ranitidine 50 mg
7	Stretcher	28	Drop. Artificial tear
<b>Medical Instrument</b>		29	Vial. Omeprazole 40 mg
#	<b>Item</b>	#	<b>Medicine for Mild &amp; Moderate Patients</b>
1	Magile Forceps, different size	1	Inhaler salbutamol
2	Tromel medium Size	2	ipratropium BROMIDE Inhaler
3	Tromel Large Size	3	Tab Ribavirin 400mg
4	Tray medium size	4	Vial ceftriaxone 1g
5	Stylet Adult and Peads. Size	5	Syp Pholcodein
6	Sponge Forceps	6	Vitamin C, 500mg in 5 ml inject Solution
<b>Laboratory Equipment</b>		7	Tab Vitamin C 500mg
#	<b>Item</b>	8	Serum Ringer 1000cc with set
1	CBC Machine	9	Tab. Paracetamol 500mg(Tab)
2	ABG machine + Electrolyte examining machines	10	Omeprazole 40mg (Cap)
3	Automatic Chemistry Analyzers	11	Syp. Paracetamol 100mg
4	Microscope Bi Nuocular (Olympus Japan) with different lens	12	Tab Metronidazole 400 mag
5	INR machine	13	Tab Azithromycin 500mg
		14	Tab. Hydroxychloroquine sulfat 200mg



003

2

## Appendix-B

### A. INCEPTION NARRATIVE REPORT

- This report must be completed and signed by the Project responsible person
- The information provided below must correspond to the financial information that appears in the financial report.
- Please expand the paragraphs as necessary.
- The MoPH will reject any incomplete or badly completed reports.
- The answer to all questions must cover the reporting period as specified in point 1.4 under Description.

#### 1. Description

- 1.1. Name of Implementing Agency:
- 1.2. Name of partners (Sub Consultant/Joint Venture)
- 1.3. Contract number:
- 1.4. Start date and end date of the reporting period:
- 1.5. Name of Province:

#### 2. Assessment of implementation of activities

##### 2.1. Activities and results

Please list all the activities in line with your work plan provided in the contract during the reporting period of first 15 days:

**Title of the activity:** Topics/activities covered <please elaborate on the followings>:

- Establishment of office and staff recruitment;
- Taking over of isolation hospital/ward and renewal of staff contract
- Signing MoUs with PPHD and other stakeholders
- Orientation meetings and visits to/with provincial authorities and community members
- Making inventory for procurement of goods and equipment and supply drugs
- Reason for modification for the planned activity <please elaborate on the problems -including delay, cancellation, postponement of activities- which have arisen and how they have been addressed> (if applicable):
- Results of this activity <please quantify these results, where possible >:

##### 2.2. Please provide an updated detailed work plan

Year	Quarters/ Months					
	1	2	3	4	5	6
Activity						
<i>Example</i>						
Preparation Activity 1(title)						
Execution Activity 1(title)						
Preparation Activity 2 (title)						
Etc.						

#### 3. Partners and other Co-operation

- 3.1. How do you assess the relationship between the formal partners of this Action (i.e. those partners which have signed a partnership statement)? Please specify for each partner organization
- 3.2. How would you assess the relationship between your organization and State authorities in the project area? How has this relationship affected the project?
- 3.3. Where applicable, describe your relationship with any other organizations involved in implementing the Action:

- Associate(s) (if any)
- Sub-contractor(s) (if any)
- Final Beneficiaries and Target groups

2



- Other third parties involved

3.4. Where applicable, outline any links you have developed with other actions

Name of the contact person for the Action: .....  
 Signature: .....  
 Location: .....  
 Date report due: .....  
 Date report sent: .....

### B. Monthly Activity Progress Report Format

#### Islamic Republic of Afghanistan Ministry of Public Health

##### Monthly Activity Progress Report

Quarter Number: Reporting period; from: (day/month/year) To: (day/month/year)  
 Province: Organization (s):  
 Service Provider (Leading Agency): Contact Details:  
 Phone: Email:

Signature/ Name and Designation: (All pages of report shall be stamped, and initialled by the same authorized representative who signed the contract).

Date the report received at MoPH: Submitted by: Submitted to:  Name/Signature/Designation:	<b>Completeness of the reports:</b>			
	<b>Report Name</b>	<b>Hard copy enclosed</b>	<b>Soft copy enclosed</b>	<b>Copied to PPHD: Yes / No</b>
	<b>Monthly Activity Report</b>			
	<b>Financial Report</b>			

#### SECTION I: INDICATOR(S):

Province: Month: Year:

Table of Indicators and Targets for SP:

No	Indicators	Baseline	Achievement	End Targets	Remarks
1	Percentage of samples transferred to Lab facilities from all suspected cases	0%		100%	As per MoPH updated protocol
2	Percentage of identified contacts who are successfully traced	0%		70%	
3	Number of active beds for isolations and case management of COVID-19	20 Beds		20 Beds	
4	Percentage of isolation beds dedicated for ICU for managing of critical cases of COVID-19	5 %		5 %	
5	Number of technical staff (Health workers) recruited for COVID-19 project	0		69	Disaggregated by profession and gender
6	Availability of equipment (both medical and non-medical) as per the specified guideline for managing of COVID-19	0		100%	The medical equipment will be provided by UN

2012  
 وزارت صحت عامه  
 دپارتمان اړوندو ادارات  
 آمريت ننگرهار او خدمات بشپړتيا  
 Ministry of Public Health  
 Procurement Department  
 Grants & Service Contracts  
 Management Unit (GSMU)

موسسه اداره و انكشاف صحت  
 Organization for Health  
 Promotion & Management

2

COVID-19 EMERGENCY RESPONSE AND HEALTH SYSTEMS PREPAREDNESS PROJECT

7	Number of people trained for COVID-19	0	XX	100%	Disaggregated by profession and gender
8	Percentage of HF's comply with IPC protocols			100%	Verified by TPM
9	Proportion of population able to identify three key symptoms of COVID-19 and/or seasonal influenza and three personal prevention measures (as assessed by TPM).			50%	Verified by TPM

**SECTION II: NARRATIVE SECTION**

**INSTRUCTION:** For each of the following questions write a brief answer. You have a **MAXIMUM** of three pages total in which to answer **ALL** the questions. Do not use font less than 10.

1	Provide progress against the work plan (as may be revised and updated in consultation with the MoPH),
2	Progress made toward delivery of COVID-19 EMERGENCY RESPONSE AND HEALTH SYSTEMS PREPAREDNESS PROJECT and achievements of specific objectives under the assignment:
3	Describe coordination activities such as meetings with PPHDs, WHO, UNICEF and other stakeholders which the Service Provider has conducted. Include here the number of meetings held, problems that have arisen and solutions, etc.
4	Describe any community level coordination activities; problems, or new program initiatives, which have taken, place in the reporting period. Include solutions, approaches, and corrective actions to problems identified.
5	What changes/improvements have you undertaken this reporting period?
6	Describe any project level constraints, shortcomings in this reporting period Include solutions or approaches to the constraints.
7	What <b>external</b> (incl. MoPH) monitoring or other visits have been made to your facilities this reporting period?

**SECTION III: TRAININGS COMPLETED DURING THIS REPORTING PERIOD:**

No	Topic of Training	Category of participants	No of participants		Start date	End date	Venue of training	Conducted By
			Female	Male				
1								
2								

**SECTION IV: KEY STAFF OF THE PROJECT:**

No	Name	Title	Start Date	Working Station	Contract's period
1					
2					

**SECTION V: CASE REPORT AND HOSPITAL/WARD MONTHLY REPORTING FORMS:**

Each hospital/ward should complete one copy of a form each month, and submit it to the Ministry of Public Health (MoPH). Also one form should be completed for every suspected case of COVID-19 and should be submitted to MoPH. These forms will be shared at the beginning of the contract.





**C. Quarterly Financial Report Format  
Financial Report Summary Sheet**

Funding Agency: XXX  
 Implementing Agency: XXX  
 Project Name: XXX  
 Province Name: XXX  
 Activity Name: XXX  
 Contract Number: XXX  
 Currency: XXX  
 Component (Combined or Solo) XXX

Reporting Period From: xxx Qtr of 202x (Gregorian Calendar DD-MM-YYYY To DD-MM-YYYY) :(Solar Calendar DD-MM-YYYY to DD-MM-YYYY)										
Sr.No	Budget Item (Major Categories)	Original Budget	Total Fund Received	Expenses in This Quarter	Cumulative To Date (excluding current quarter)	Total Expenses To Date	Remaining Fund vs. Installment Received		Remaining Budget vs. Total Budget	
							in Amount	in %	in Amount	in %
1	Remunerations	Xxx	Xxx	Xxx	xxx	Xxx	Xxx	xxx	Xxx	Xxx
2	Recurrent	Xxx	Xxx	Xxx	xxx	Xxx	Xxx	xxx	Xxx	Xxx
3	Capital	Xxx	Xxx	Xxx	xxx	Xxx	Xxx	xxx	Xxx	Xxx
Grand Total		Xxx	Xxx	Xxx	xxx	Xxx	Xxx	xxx	Xxx	Xxx

**Prepared By**  
 Name :  
 Designation :

**Checked By**  
 Name :  
 Designation :

**Approved By**  
 Name :  
 Designation :



011

2

ASSETS LIST REPORT

Reporting Period From: xxx Qtr of 202x (Gregorian calendar DD-MM-YYYY To DD-MM-YYYY) :( Solar Calendar DD-MM-YYYY to DD-MM-YYYY)

Funding Agency: XXX  
 Implementing Agency: XXX  
 Project Name: XXX  
 Province Name: XXX  
 Activity Name: XXX  
 Contract Number: XXX  
 Currency: XXX  
 Component (Combined or Solo) XXXX

N o.	Invo ice #	Invo ice Date	Stat us	Asset Name	Specifica tions	Co st in Afs	Q ty	Ser ial No	Inven tory No / Tag #	Suppli er	Curren t Locatio n	User / Recei ver	Rem arks
1													
2													
3													

Prepared By  
 Name:  
 Designation:

Checked By  
 Name:  
 Designation:

Approved By  
 Name:  
 Designation:



2



## WITHHOLDING TAX SHEET

Reporting Period From: xxx Qtr of 202x (Gregorian calendar DD-MM-YYYY to DD-MM-YYYY) :( Solar Calendar DD-MM-YYYY to DD-MM-YYYY)

Funding Agency: XXX  
 Implementing Agency: XXX  
 Project Name: XXX  
 Province Name: XXX  
 Activity Name: XXX  
 Contract Number: XXX  
 Currency: XXX  
 Component (Combined or Solo) Xxxx

No.	Particulars	Total Expenses	Withholding Tax	Tax Status		Deposited Tax Voucher No.	Remark
				Tax deposited	Tax Payable		
1	Remunerations						
2	Recurrent						
3	Capital						
<b>Total</b>					-		

Note: It is confirmed that all taxes are withheld as per Afghanistan income tax law and deposited to government revenue account and if there is any pending payable taxes, will be cleared next quarter.

Prepared By  
Name:  
Designation:

Checked By  
Name :  
Designation:

Approved By  
Name :  
Designation :



## BANK RECONCILIATION STATEMENT

Reporting Period From: xxx Qtr of 202x (Gregorian calendar DD-MM-YYYY to DD-MM-YYYY) :( Solar Calendar DD-MM-YYYY to DD-MM-YYYY)

Funding Agency: XXX  
 Implementing Agency: XXX  
 Project Name: XXX  
 Province Name: XXX  
 Activity Name: XXX  
 Contract Number: XXX  
 Currency: XXX  
 Component (Combined or Solo) Xxxx

Closing balance as per bank statement as on XX/XX/XXXX (Main Account)		XXXXX
Adjustments:		
Add:	(Provincia Account Balance, Cash On hand, Received Loan etc)	XXXXX
Less:	(Paid Loan, etc)	
<b>Adjusted/Corrected Balance per Bank</b>		<b>XXXXX</b>
Closing balance as per Book (Summary Sheet) as on XX/XX/XXXX		XXXXX
Adjustments:		
Add:	Payable (Salary, Suppliers, etc)	
Less:	Charges and etc ( )	XXXXXX
<b>Adjusted/Corrected Balance per Book</b>		<b>XXXXX</b>

Difference XXX

Please attach scanned copy of Bank statements (Main and Provincial account for the Period) and Cash count sheet of ending quarter

Prepared By  
 Name :  
 Designation :

Checked By  
 Name :  
 Designation :

Approved By  
 Name :  
 Designation :

Note: This quarterly financial report template can be changed later based on the requirement of the project.



Handwritten signature or mark.



**APPENDIX C - KEY EXPERTS**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Position	Duty Station	Expert's input (in person/month) per each Deliverable (listed in TECH-5)							Total time-input (in Months)		
				Person months							Home	Field	Total
				D1	D2	D3	D4	D5	D6	D7			
<b>KEY EXPERTS</b>													
K-1	Dr. Asif Halim	Technical Manager (1)	Home	1.5	1	1	1	0.5	0.5	0.5	0.5	0.5	6
K-2	Mr. Badshah Zaman	Finance Officer (1)	Home	0.5	0.5	0.5	0.5	1	1.5	1.5	1.5	6	
<b>NON-KEY EXPERTS</b>											Subtotal	12	
N-1	Technical Staff	Technical staff involved in the project (44)	Home										
N-2	Supportive Staff	Supportive staff involved in the project (23)	Home	1	1	1	1	2	3	3	12		
			Field	64	44	44	44	22	22	22	264	264	
			Field	16.5	13.5	13.5	13.5	18	25.5	25.5	126	138	
<b>Subtotal</b>											402		
<b>Total</b>											414		

مديریت عمومی کنترل و وزارت صحت : نامه  
13/13  
کنترول

2012 1391  
جمهوری اسلامی افغانستان  
وزارت صحت عامه  
بازمستقیمه و قرارداد  
Page 49 of 66  
Ministry of Public Health  
Procurement Department  
Grants & Service Contracts

012  
موسسه اداره و انکشاف صحت  
Organization for Health  
Promotion & Management

2

**CURRICULUM VITAE (CV)**

**Form**

Position Title and No.	Technical Manager (K-1)
Name of Expert:	Asif Halim
Date of Birth:	1973/04/10
Country of Citizenship/Residence	Afghanistan

**Education:**

No	Date	Institution	Degree
1	2003-2008	Sheikh Zaid University of Khost	MD Degree
2	2013-2015	Khost Provincial Postgraduate Hospital	CGPA
3	2000-2003	Meran Shah High School	Bachalurate

**Trainings Attended:**

Date	Firm	Training	Date	Firm	Training
Nov 2011	HNTPO	PDQ	Feb 2011	MoPH/NTP	TB Management
Sep 2014	RH/MoPH	Family Planning	June 2012	Cure International Hospital	Neonatology

**Employment record relevant to the assignment:**

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
March 2017 Dec 2019	<p><b>Title: Community Base DOTs Provincial Officer,</b> SEHATMANDI, OHPM, Khost</p> <p><b>Reference: Dr. Abdul Wali Zrswand,</b> SEHATMANDI Project Director, OHPM, Khost</p> <p><b>Phone: 0707717100</b></p> <p><b>Email: drawalizraswand2@gmail.com</b></p>	Afghanistan	<p>Managed overall CB-DOTs provincial activities,</p> <p>Developed action plan for TB control in coordination with stockholders and mobilized local and /or national level sources, as deemed necessary, monitored and evaluated the implementation of planned and ad hoc activities, followed up of tuberculosis action plan and its progress, supervision and monitoring from tuberculosis program from implementation and provide proper feedback to concerns , analyzed the TB data on quarterly basis (at HP, HF, district and provincial level) and use it for necessary decision making and developed monthly, quarterly and annual reports of CB-DOTs</p>

**Language Skills (indicate only languages in which you can work):**



*(Handwritten mark)*



COVID-19 EMERGENCY RESPONSE AND HEALTH SYSTEMS PREPAREDNESS PROJECT

Languages	Speaking	Reading	Writing	Understanding
Pashto	Native Language	Native Language	Native Language	Native Language
Dari	Fluent	Fluent	Fluent	fluent
English	V. good	Excellent	Excellent	Excellent

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Ref. to Prior Work that Best Illustrates Capability to Handle the Assigned Tasks
<p>1) Overall management of the COVID-19 project according to project contract, proposal &amp; MoPH guidelines, 2) Plan, manage, supervise &amp; monitor project activities 3) Coordination &amp; communication with MoPH, PPHD and community, 4) Assist hospital manager, technical manager in report writing, supervision &amp; monitoring, 5) Attend related provincial and national meetings.</p> <p>6) Identification of gaps, and taking of corrective actions 7) Compilation of quarterly and end of project reports)</p>	<p>Dr. Asif Halim has worked on the capacities of CB-DOTs Officer and Medical Doctor where he managed planned, supervised and monitored Community Based DOTs project and implemented all technical guidelines. As Community Base DOTs Officer, he has managed relevant tasks and fully implemented TB guideline. He has worked with local NGO, governments, communities and stakeholders and participated in all related meetings.</p>

**Experts contact information:** Phone : +93(0) 771550160 Email: [dr.asifhalim222@gmail.com](mailto:dr.asifhalim222@gmail.com)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Expert

Signature

Date : 21st April 2020

Dr. Asif Halim

Name of authorized

Signature

Date: 21st April 2020

Representative of the NGO: Dr. Farhad Paiman



2

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	Finance Officer (K-2)
<b>Name of Expert:</b>	Badshah Zaman
<b>Date of Birth:</b>	27/11/1988
<b>Country of Citizenship/Residence</b>	Afghanistan

**Education:**

No	Date	Institution	Degree
1	2011-2014	Shaikh Zayed University	Bachelor of Business Management (BBM)
2	2006-2008	Habibi High School	Bachelorette
3	2003-2004	Bakhter English Learning Centre	Diploma

**Trainings Attended:**

Date	Firm	Training	Date	Firm	Training
Oct 2016	OHPM	Logistic & Procurement Training	March 2018	OHPM	Basic CLTS

**Employment record relevant to the assignment:**

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
April 2016 – Dec 2018	<p><b>Title:</b> Finance Officer, CME/CHNE School, OHPM, Khost</p> <p><b>For reference:</b> Hazratdin Merzai, Deputy Finance Manager, OHPM, Khost</p> <p>Tel: +93 (0) 777770299</p> <p>Email: <a href="mailto:h.merzai2010@googlemail.com">h.merzai2010@googlemail.com</a></p>	AFG	Managed the financial activities; maintained the operating cash log (Cashbook) and the “cash on hand” in the safe place. Prepared monthly and quarterly financial report. Assisted finance manager in financial management of the projects. Checked, edited and consolidated the overall project account, on a daily monthly and quarterly base. Submitted monthly invoices / reports to the main office or donors for reimbursements and settlement of financial expenditures. Managed OHPM’s financial procedures and completeness of documents at the project level.
April 2011 – Oct 2014	<p><b>Title:</b> Admin/Finance Officer, Hamza Sabawoon construction Company, Khost</p> <p><b>For reference:</b></p> <p>Tel:</p> <p>Email:</p>	AFG	Prepared and maintained daily attendance sheets, maintained effective office systems such as filing (computerized and physical) and stationary record, prepared the attendance of staff, kept daily expenditure record in cashbook, daily purchasing of goods to office, ensured that all financial data is recorded accurately as budgeted.



موسسه اداره و انكشاف صحت  
Organization for Health  
Promotion & Management



**Language Skills (indicate only languages in which you can work):**

**Adequacy for the Assignment:**

Languages	Speaking	Reading	Writing	Understanding
Pashto	Native Language	Native Language	Native Language	Native Language
Dari	Fluent	Fluent	Fluent	fluent
English	V. good	Excellent	Excellent	Excellent

Detailed Tasks Assigned on NGO's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
1) Overall management of the COVID-19 project concerning to the financial activities as per the project contract, proposal & MoPH guidelines, 2) Plan, manage, project financial expense 3) Coordination & communication with Project manager, PPHD and community, 4) Attend related provincial and national meetings. 5) Compilation of quarterly and end of project financial reports)	Mr. Badshah Zaman has worked on the capacities of Finance Officer and Finance Officer of BPHS/EPHS and Admin/Finance Officer of Sabawon Construction Company where he managed planned all project related financial activities and tracked all expenses and developed he reports. He has worked with local and international NGOs as well.

**Experts contact information:** Phone : +93 (0) 708242825 Email: [z.esmatzi4@gmail.com](mailto:z.esmatzi4@gmail.com)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Expert  
Badshah Zaman

Signature

Date: 21. April. 2020

Name of authorized  
Representative of the NGO: Dr. Farhad Paiman

Signature

Date: 21. April. 2020



*(Handwritten signature)*



**APPENDIX D – BREAKDOWN OF CONTRACT PRICE**

Item	Cost	
		{Consultant must state the proposed Costs in accordance with Clause 17.6 of the Data Sheet; delete columns which are not used;}
		CURRENCY (AFN)
<b>Cost of the Financial Proposal</b>		
Including:		
(1) Remuneration	17,551,800	
(2) Reimbursable	18,367,440	
(3) Total Project Cost	35,919,240	
(4) Contingency Cost @ 10%	3,591,924	
<b>Total Cost of the Financial Proposal:</b>	39,511,164	



Handwritten mark resembling a stylized '2' or '4'.

Handwritten signature or mark.



FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration					
No.	Name	Position (as in TECH-6)	Time input in person/month	Person-month Remuneration Rate	Total Costs Currency (AFN)
<b>Key Experts</b>					
K-1	Technical Manager		6	80,000	480,000
K-2	Finance Officer		6	40,000	240,000
<b>Non-Key Experts</b>					
N-1	Logistic officer		6	45,000	270,000
N-2	Finance Officer		6	51,000	306,000
<b>RRT Staff</b>					
N-3	MD ( 6 Person for 6 RRT teams ) ( 6 * 50000 = 3000,000)		6	300,000	1,800,000
N-4	Nurse ( 6 Person for 6 RRT teams ) ( 6 * 30000 = 180,000)		6	180,000	1,080,000
N-5	Laboratory Technician ( 6 Person for 6 RRT teams ) ( 6 * 30000 = 180,000)		6	180,000	1,080,000
N-6	Guards for District Centers ( 6 * 15,000 )		6	90,000	540,000
<b>ISOLATION Ward Staff</b>					
N-7	Hospital Director		6	100,000	600,000
N-8	Medical Director		6	80,000	480,000
N-9	Medical Specialist		6	90,000	540,000
N-10	Medical Doctors ( 4 * 70,000)		6	280,000	1,680,000
N-11	Head Nurse ( 2 * 50,000)		6	100,000	600,000
N-12	Icu Nurse ( 4 * 50,000)		6	200,000	1,200,000

2013 1391  
 جمهوری اسلامی افغانستان  
 وزارت صحت عامه  
 ریاست تهیه و اداره کار  
 مدیریت تنظیم تکنیک و خدمات مشاوره  
 Ministry of Public Health  
 Procurement Department  
 Grants & Service Contracts  
 Management Unit (GSMU)

*(Handwritten signature)*

COVID-19 EMERGENCY RESPONSE AND HEALTH SYSTEMS PREPAREDNESS PROJECT

N-13	Ward nurse ( 6*40,000)	6	300,000	1,800,000
N-14	X Ray technician (2*40,000)	6	80,000	480,000
N-15	Ph Technician (2*40,000)	6	80,000	480,000
N-16	Anesthetic (2*40,000)	6	80,000	480,000
N-17	Lab Tech	6	40,000	240,000
N-18	Admin	6	40,000	240,000
N-19	Record OFFICER (2*25,000)	6	50,000	300,000
N-20	Stock keeper	6	25,000	150,000
N-21	Mechanic (2*25,000)	6	50,000	300,000
N-22	Cleaner (4*25,000)	6	100,000	600,000
N-23	Laundry	6	25,000	150,000
N-24	Mortician (2*25,000)	5	25,000	300,000
N-25	Cook	6	25,000	150,000
N-26	Guard	6	25,000	150,000
<b>Indirect Cost @ 5%</b>				<b>835,800</b>
<b>SUB TOTAL</b>				<b>17,551,800</b>

2010 1391  
مستشفى الامارات  
مؤسسة ادارة واكتشاف صحت  
مؤسسة ادارة واكتشاف صحت  
مؤسسة ادارة واكتشاف صحت  
مؤسسة ادارة واكتشاف صحت

✓





COVID-19 EMERGENCY RESPONSE AND HEALTH SYSTEMS PREPAREDNESS PROJECT

17	Furniture for District Centers	Equipment	168,000	1	168,000
18	Running cost of district centers	Running cost	150,000	1	150,000
19	Laptop core i7 for the staff	Laptop	400,000	1	400,000
20	Desktop Computers for Isolation ward	Laptop	75,000	1	75,000
21	Printer 3 in 1	Printer	75,000	1	75,000
<b>Indirect Cost @ 5%</b>					<b>874,640</b>
<b>SUB Total</b>					<b>18,367,440</b>





**APPENDIX E:  
WORK SCHEDULE AND PLANNING FOR DELIVERABLES  
FOR THE FIRST SIX-MONTH**

N <sup>o</sup>	Deliverables <sup>1</sup> (D--)	MONTH						Remarks
		1	2	3	4	5	6	
<b>D-1</b>	<b>To increase public awareness and promote healthy behaviors in regard to COVID-19</b>							
1.1	Establishing of one provincial center for combating the COVID-19	✓	✓					
1.2	Establishing six district centers for combating the COVID-19	✓	✓					
1.3	Recruiting of required staff (medical and non-medical) for the provincial center, district	✓	✓					
1.4	Establish and Functionalize six Rapid Response Teams (RRT)	✓	✓					
1.5	Conducting community-based campaigns on the sign and symptoms of disease	✓	✓	✓	✓	✓	✓	
1.6	Cascade the training for the staff of provincial center and district centers regarding the management	✓	✓	✓	✓	✓	✓	
1.7	Equipping the RRT with vehicle and linking them with district centers	✓	✓					
1.8	Maintain proper communication with the entire population.	✓	✓	✓	✓	✓	✓	
1.9	Updating the population of the existing facilities, where they should attend if have problems, who to call if they have problem and how/ why to change their behavior to protect themselves	✓	✓	✓	✓	✓	✓	
1.10	Establish coordination mechanism with provincial call center to allow people call and ask for advice	✓	✓	✓	✓	✓	✓	
1.11	Distributing the contact numbers of district RRT to the people/ community to seek advice when they	✓	✓	✓	✓	✓	✓	
1.12	Using available channels to establish two-way communication with the	✓	✓	✓	✓	✓	✓	
1.13	Conduct awareness sessions on how to stay home, quarantine, self-isolation, physical	✓	✓	✓	✓	✓	✓	
1.14	Distributing the charts, and leaflets to the home doors and families	✓	✓	✓	✓	✓	✓	

1591  
جمهوری اسلامی افغانستان  
وزارت صحت عامه  
مستشفى

Ministry of Public Health  
Procurement Department  
Goods & Service Contracts  
Management & Administration

017











## APPENDIX F: MINUTES OF CONTRACT NEGOTIATION

### Contract Negotiation Minutes of the Khost Province

#### Afghanistan COVID-19 Emergency Response and Health System Preparedness Project

AFG/MoPH/GCMU/COVID-19/16

Service Provider: Organization for Health Promotion and Management (OHPM)

Date: April 26, 2020, and April 30, 2020

Time: 10:50 am-2:00 pm and 12:00 pm- 2:00pm

Venue: Online Contract Negotiations and GCMU meeting room

**Agenda:** Clarification of the technical and rationalization of financial proposal

#### **Background:**

A Cluster of pneumonia of unknown cause detected in Wuhan, China was first reported to the WHO Country Office in China on December 31, 2019 and WHO announced COVID-19 outbreak a pandemic on March 11, 2020.

Afghanistan has had a total of 1,939 confirmed cases of COVID-19 (Coronavirus). Kabul province has the highest number of confirmed cases.

Considering the rapid spread of this outbreak and potential for greater loss of life, the government of Afghanistan called for humanitarian assistance to fight against COVID-19. In response the World Bank has proposed a project called "Afghanistan COVID-19 Emergency Response and Health System Preparedness project". Based on the agreement between Afghanistan government and the World Bank, the Ministry of Public Health (MoPH) started to contract the implementation of COVID-19 project with the current Sehatmandi BPHS/EPHS service providers through direct selection method in 31 provinces and 3 SM provinces.

Therefore, OHPM was requested to submit a brief technical and financial proposals for Khost province. After the review of the proposals, the OHPM organization has invited to contract negotiations.

Following is the details of discussed and agreed points during the negotiation meeting:

#### **Preliminary Matters**

- Confirm Power of Attorney/Authority to negotiate
- Confirm availability of proposed key staff (providing the confirmation letter signed by each key staff).

#### **I. Negotiation on Technical points:**

No	Discussed issues	Agreed Points
1	Authority of the Technical Manager (K-1 position): According to the nature of the project, the K-1 should be given sufficient managerial and financial authority (at least 500,000 AFN/invoice), under a well-defined internal control system.	Agreed
2	The SP agreed to ensure 100% availability of two project key staff at the project level. In case of unviability of any key-staff for more than two months in the province, the required disciplinary action will be taken by the MoPH accordingly.	Agreed
3	The SP agreed to revise the work plan and reflect the activities which were missed in the work plan. The SP also agreed to implement the project revised work plan as per the agreed timeline.	Agreed
4	Immediately after signing of the contract, the SP agreed to take over the isolation hospital/ward for COVID-19 from PPHD,	Agreed

073

2012  
افغانستان  
وزارت صحت عامه  
پاښتو، هېډه و ادارات  
آمريتو تنظيم، شنډه و خدمات مسکوري  
Ministry of Public Health  
Procurement Department  
Goods & Service Contracts



2

	equipped, staffed and functionalize as per the ToR at the provincial level.	
5	If the related COVID-19 hospital/ward staff is already recruited and deployed by the PPHD, the SP agreed to take over the required number of the recruited staff as per HR plan shared by MoPH/GCMU (this is only applicable to the health worker). Supportive and administrative staff to be recruited through transparent process.	Agreed
6	Immediately after signing of the contract, the SP agreed to take over the existed Rapid Response Teams (RRTs) and deploy required number of the RRT as per the MoPH guidance. Each RRT should be equipped with one vehicle.  Note: One RRT is covering 100,000 populations in the province. Hence the number of RRT in this province is 6.	Agreed
7	The SP agreed to establish/functionalize the District Centre for combating COVID-19. The SP should link the RRT with the district centre based on priority. Number of district centres specified/agreed are six (6) district centres. It agreed that these district centres to be established in Nadir Shah Kot, Sabari/Yaqobi, Musa Khail, Tani , Jaji Maidan and Alisher Districts.	Agreed
8	The SPs agreed to cascade the trainings provided by WHO and other stakeholders.	Agreed
9	The SP agreed to gradually functionalize 20 beds of ward and to recruit the required number of staff pursuant to increasing in the number of patients in close coordination with PPHD.	Agreed
10	The SP agreed to consider/implement existed and any new/updated guidelines and introduced intervention for fighting against COVID-19	Agreed
11	The SP ensured to implement Sehatmandi project smoothly and implementation of COVID-19 project should not affected the Sehatmandi project negatively.	Agreed
12	The SP is not allowed to use the Sehatmandi financial resources for the purpose of COVID-19 project. However, the same central and provincial offices and health facility ambulance are excepted from this clause.	Agreed
13	The SP agreed to pay the required amount (اکرامیه) to the COVID-19 project staff who are died due to COVID-19 in the province.	Agreed
14	It is the responsibility of the SP to provide all medical/non-medical equipment and medicines to COVID-19 project in the province (except those equipment which are listed in the ToR and will be provided by the MoPH through UNICEF).	Agreed
15	The SP agreed to provide the confirmation for the availability of the proposed Key Staff for the project. The SP agreed to ensure the Key Staff proposed for the project have the required capacity to manage the project in the best way possible.	Agreed



2



**II. Negotiation on Financial matters:**

a. The budget for 6 months of the project implementation agreed as bellow:

Cost Item	NGOs Contribution (AFN)	Cost requested from MoPH (AFN)	Total Price of the contract
1- Remuneration		17,551,800	17,551,800
2- Reimbursable		18,367,440	18,367,440
3- Contingency cost (10%)		3,591,924	3,591,924
Total		39,511,164	39,511,164

b. The agreed financial points during the negotiation were as follow:

No	Discussed issues	Agreed points
1	The SP agreed to spend the allocated amount for the implementation of COVID-19 project only.	Agreed
2	The contract ceiling is exclusive of local indirect taxes and inclusive of all local direct taxes.	Agreed
3	The SP agreed to spend the allocated amount of this contract after effectiveness of the contract, <i>unless the MoPH officially instructed the SP for any changes.</i>	Agreed
4	The SP agreed to consider/implement the approved guideline of salary and allowances by Afghanistan Cabinet for the relevant staff of COVID-19 project in the province.	Agreed
5	The SP is not allowed to rent additional offices for the COVID-19 project at provincial/central level.	Agreed
6	SP should consider 10% of total budget as contingency fund and this budget should not be included in the budget ceiling. This allocated contingency fund will be released based on the Service Provider request/proposal and MoPH/GCMU prior approval as per the need during the contract execution.	Agreed

کنترول شد  
۱۳۹۹ / ۳ / ۱۳  
مدیریت عمومی کنترول وزارت صحت، تندرستی و خدمات

**III. Negotiations on contract conditions:**

• **Contract duration and starting date:**

The time period shall be 47 months starting from May 03, 2020 till March 31, 2024.

Note 1: This contract includes six-month project work plan with the related cost. For the remaining period (41-months), the work plan and its related cost shall be agreed by both parties during the implementation of the first six-month on yearly basis, subject to availability of fund and satisfactory performance of the service provider.

Note 2: In case of need during the implementation of the project, the current scope of work would be expanded, subject to availability of fund and satisfactory performance of the consultant.

• **Currency of Payment:** AFN

• **Payment Condition:** as per the contract

• **Separate bank accounts:** is required and SP will provide the new bank account for this project.

وزارت صحت عامه  
باسم هیئت و ادارات  
تحت تنظیم کمپلکس و خدمات عمومی  
Ministry of Public Health  
Procurement Department  
Goods & Service Contracts

موسسه اداره و انکشاف صحت  
Organization for Health  
Promotion & Management

027

Handwritten signature

**Conclusion of the meeting and next steps**

- **Pending documents and deadline:** all the documents must be signed and stamped.
  - Confirmation of Power of Attorney/Authority to negotiate: Yes
  - Confirmation of availability of proposed key staff (providing the confirmation letter signed by each key staff): Yes
  - Revised financial proposal: Yes
  - Separate bank accounts: Yes
  - Revised Work Plan: Yes
  - Certified list of SP board of trustee and founders: Yes

**Negotiation Team members:**

For and on behalf of the **Ministry of Public Health (MoPH)**

Name Signature	Designation	Organization
1. Dr. Beezhan Ahmady	Sr. Grant Management Specialist	MoPH-GCMU
2. Dr. Niaz Mohammad Naeb	Sr. Grant Management Specialist	MoPH-GCMU
3. Mr. Nasrat Samimi	Finance Specialist	MoPH-DBD



*[Handwritten signatures and scribbles over the stamp area]*

For and on behalf of **Service Provider (SP):**

Name Signature	Designation	Organization
1. Dr. Farhad Paiman	General Director	OHPM
2. Dr. Ahmad Shekib Falah	Deputy Program Director	OHPM
3. Mr. Fakhar-ul-Islam	Finance Manager	OPHM



*[Handwritten signatures and scribbles over the OHPM logo area]*

*[Handwritten mark]*