

ISLAMIC REPUBLIC OF AFGHANISTAN MINISTRY OF PUBLIC HEALTH

Procurement Directorat

Grant & Services Contract Management Unit (GCMU)

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Afghanistan COVID-19 Emergency Response and Health Systems Preparedness (ERHSP) Project

> (Project ID: P173775) (Grant ID: D5930-AF)

Contract No. AFG/MoPH/GCMU/COVID-19/37

Assignment Title: Third Party Monitoring and evaluation under COVID-19 ERHSP Project

between

Ministry of Public Health of Afghanistan

and

PARTICIP GmbH/KIT Royal Tropical Institute

Dated: September 2020

2012

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Contents

e	
Form of Contract	6
General Conditions of Contract	8
NERAL PROVISIONS	8
Authority of Mombor in Charge	10
Authorized Representatives	10
MMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONT	TRACT 10
General	15
. Accounting, Inspection and Auditing	17
. Assistance and Exemptions	19
. Access to Project Site and a Change in the Applicable I. D. L. I. T	19
Services Earlities and Property of the Client	
The second secon	
Promise Page 2 of 75	9-(0)761-79074-0
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	Communications Location Authority of Member in Charge. Authority of Member in Charge. Authority of Member in Charge. Fraud and Corruption MMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONT. Effectiveness of Contract. Termination of Contract for Failure to Become Effective Commencement of Services Expiration of Contract Entire Agreement Modifications or Variations Force Majeure Suspension Termination LIGATIONS OF THE CONSULTANT General Conflict of Interest Confidentiality Liability of the Consultant Insurance to be taken out by the Consultant Accounting, Inspection and Auditing Reporting Obligations Proprietary Rights of the Client in Reports and Records Equipment, Vehicles and Materials NSULTANT'S EXPERTS AND SUB-CONSULTANTS Description of Key Experts Replacement of Key Experts Replacement of Key Experts Removal of Experts or Sub-consultants LIGATIONS OF THE CLIENT Assistance and Exemptions Access to Project Site Change in the Applicable Law Related to Taxes and Duties Services, Facilities and Property of the Client Ministry of Sub-Consultant Sub-Consultants Services, Facilities and Property of the Client

36. Counterpart Personnel	
37. Payment Obligation	
F. PAYMENTS TO THE CONSULTANT	20
38. Contract Price	20
	21
	21
	21
· ·	22
G. FAIRNESS AND GOOD FAITH	
	22
H. SETTLEMENT OF DISPUTES	
	22
	22
III. Special Conditions of Contract	25
IV. Appendices	31
Appendix A – Terms of Reference	31
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Appendix F - Form of Advance Payments G	uarantee Error! Bookmark not defined.



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Preface

- The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment
 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
- The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.





Email: info@particip.de

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the *September 10, 2020*, between, on the one hand, *Ministry of Public Health* (hereinafter called the "Client") and, on the other hand, a Joint Venture (PARTICIP GmbH/KIT Royal Tropical Institute) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, PARTICIP GmbH and KIT Royal Tropical Institute (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant 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:

- 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: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Work plan

Appendix E: Minutes of Contract Negotiation

Appendix F: Form of Advance Payments Guarantee

Ministry of Public Page 6 of 75
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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, 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 Consultant shall be as set forth in the Contract, in particular:
 - the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant 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.

Prepared by: Dr Beezhan Ahmady, Sr. Grant Management Specialist, GCMU Dr. Khalid Enayat, Sr. Grant Management Specialist, GCMU

Checked by: Dr Niaz Mohammad Naeb Acting Head of GCMU

Attested by: Mr. Adillyar Shekib, Procurement Director of MoPH

Reviewed by: Mr. Hamed Hameedi, Sr. Procurement and Finance Advisor to the Minister

For and on behalf of Ministry of Public Health

Ahmad Jawad Osmani

Acting Minister of Public Health

For and on behalf of each of the members of the Consultant PARTICIP GmbH and KIT Royal Tropical Institute (hereinafter called the "Consultant").

Johannes Ohnmacht, Project Director, PARTICIP GmbH

Dr. Egbert Sondorp, Senior Advisor at KIT Royal Tropical Institute

Page 7 of 75

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General Conditions of Contract II.

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.
- "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 Consultant 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-consultant or JV member(s) assigned by the Consultant 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.
- 2(1) "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

Ministry of Public Head Page 8 of 75 Procurement Department (Grente & Service Contracts ,

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- 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 Consultant or its Sub-consultant 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-consultants" 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-consultants, 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

6.1012Any 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

Ministry of Public Page 9 of 75

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

- 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
- 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
- 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.
- Commissions a. 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
- 2012.1. 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

Ministry of Public Health Page 10 of 75 Procurement Department Grants & Service Contracts

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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-consultants 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 200 ontract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken

Page 11 of 75 نام المنافرين Page المنافرين

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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. Termination

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

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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.

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- (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 fortyfive (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:
- 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

Experts.

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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-consultants 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-consultants 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-consultants, 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.
- a. Consultant
 Not to Benefit
 from

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

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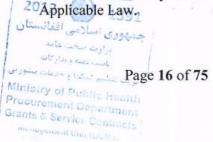
Procurement Department

Grants & Service Contracts



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-consultants, 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-consultants and any entity affiliated with such Sub-consultants, 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-consultants 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-consultants 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







- 24. Insurance to be taken out by the Consultant
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', 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-consultants 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-consultants 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-consultants' 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-CONSULTANTS

- 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-consultants
- 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 Subconsultants 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.

Minimary of Public Franch Page 18 of 75



95

- 31.3 Any replacement of the removed Experts or Sub-consultants 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-consultants 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-consultants 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. Access to Project Site

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

Page 19 of 75
Ministry of Public Health
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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-consultants 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**.
- 201 Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

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- 39. Taxes and Duties
- 39.1 The Consultant, Sub-consultants 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 <u>Advance payment:</u> 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 Consultant 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 20days 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

Page 21 of 75

Ministry of Public Health Procurement Department Grants & Service Contracts

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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.

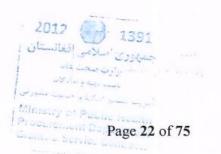
H. SETTLEMENT OF DISPUTES

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.







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), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers 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:

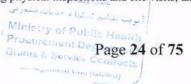
- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - "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-consultants, sub-





- contractors, service providers, 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;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider 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), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ 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.

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.



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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.

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.

III. Special Conditions of Contract

Number of GC Clause	GC Clause of Contract		
1.1(a)			
4.1	The language	is: English.	
6.1 and 6.2	The addresses	are:	
	Attention: A Facsimile: N E-mail: i Consultant: F Attention: J Facsimile: N	Ministry of Public Health Great Massoud Square, Kabul Afghanistan Ahmad Jawad Osmani Acting Minister of Public Not Applicable Info@gcmu-moph.gov.af PARTICIP GmbH / KIT Royal Tropical Institute PARTICIP GmbH Merzhauser Str. 183, D - 79100 Freiburg, Germany Iohannes Ohnmacht, Project Director, PARTICIP GmbH Not Applicable Iohannes.ohnmacht@particip.de	
8.1	The Lead Member on behalf of the JV is: PARTICIP GmbH		
9.1	The Authorized Representatives are: For the Client: Ahmad Jawad Osmani Acting Minister of Public For the Consultant: Johannes Ohnmacht, Project Director, PARTICIP GmbH		
11.1	The effectiveness conditions are the following: within two days after signing of the contract		
12.1	Termination of Contract for Failure to Become Effective: The time period shall be (7) days from date of contract signature.		
13.1	Commenceme	ent of Services: September 10, 2020	



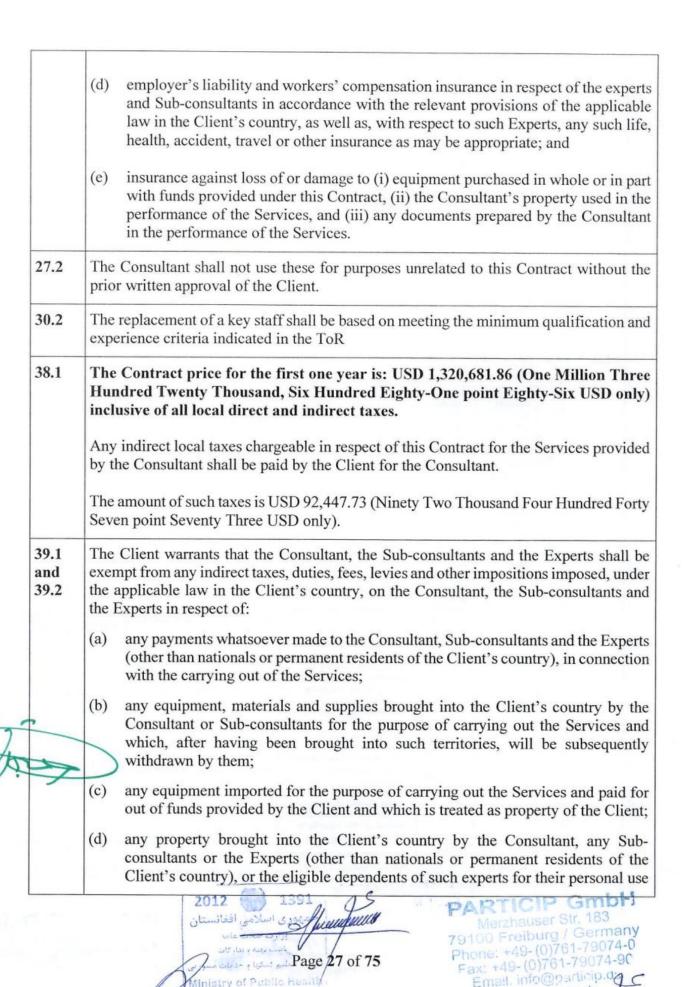


	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract:
	The time period shall be 42 months and 20 days starting from September 15, 2020 till, March 30, 2024.
	Note 1: This contract includes one year (12 months) project work plan with the related cost. For the remaining two and half years, the work plan and its related costs shall be agreed by both parties during the implementation of the first year and subsequent years. The contract will be amended for the consecutive years on yearly basis subject to availability of funds and satisfactory performance of the consultant.
	Note 2: In case of need during the implementation of the project, the current scope of work would be amended, subject to availability of fund and satisfactory performance of the consultant; in this case the work plan and ToR will be modified for the respective year/s.
17.1	COVID – 19 pandemic for which the contract is awarded, cannot be invoked under the clause.
19.1	Termination of the contract
	Failure to satisfactory and timely submission of the contract deliverables will trigger disciplinary actions by the MOPH which could lead to termination of the contract.
21.b	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 . Yes

23.1	No a	No additional provisions.		
24.1		insurance coverage against the risks shall be as follows: Professional liability insurance, with a minimum coverage of equal to contracting;		
	(b)	Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>USD50,000.00</i>		
	(c)	Third Party liability insurance, with a minimum coverage of ten (10) percent of the contract value;		

Ministry of Public Har Page 26 of 75
Procurement Department
Grants & Service Contracts

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and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:

- (i) the Consultant, Sub-consultants 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-consultants 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-consultants 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: payment shall be made in four (4) installments according to the following schedule:

# of Installments	Due date for submission of deliverables	Due date for receiving of payments	Details of Deliverables	(a) Amount in USD (cost of deliverable)	(b) Amount in USD (BRT=7% indirect local tax)	(c) Amount in USD (Insurance of the staff)	(d) Total amount of each deliverable in USD (d=a+b+c)
1	Within one month after the signing of the contract.	40 Days after submission of the Inception report and invoice	Inception Report for TPM contract approved by the MoPH oversight committee	182,142.62 USD	13,867.16 USD	Not Applicable	196,009.78 USD
2	December 2020	40 days after approval of the assessment reports by the MoPH oversight committee	The first assessment/ verification report, this will cover: - for 31 provinces six months' verification - for 3 provinces (Zabul, Kabul and Takhar) four months' verification - UNICEF and WHO contracts - Kabul Hospital contract This payment will made after approval of TPM report by the MoPH oversight committee	485,713.65 USD	36,979.09 USD	Not Applicable	522,692.74 USD
	July 2021		The second assessment /verification report, this will cover: - for 31 provinces 2nd six months' verification - for 3 provinces (Zabul, Kabul and Takhar) eight months' verification - UNICEF and WHO contracts - Kabul Hospital contract This payment will made after approval of TPM report by the MoPH oversight committee	485,713.65 USD	36,979.09 USD	Not Applicable	522,692.74 USD
	September 2021	40 Days after submission of the End of Project	End of Project Report for TPM contract acceptable to MOPH approved by the MoPH oversight committee	60,714.21 USD	4,622.39 USD	13,950.00 USD	79,286.59 USD

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Ministry of Public heattl Page 28 of 75

Grants & Service Contracts

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and invoice 41.2.1 The following provisions shall apply to the advance payment and the advance bank payment guarantee: NA 41.2.4 The account for foreign currency is: Account Name: Particip GmbH Bank Name: HypoVereinsbank Bank Address: Fahnenbergplatz 4, 79098 Freiburg, Germany DE 07 6802 0186 0020 5092 79 Bank Account number: Currency of account: United States Dollars (USD) Swift Code: HYVEDEMM357 Correspondent Bank: n/a 42.1 The interest rate is: NA 45.1 Disputes shall be settled by arbitration in accordance with the following provisions: Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be 1. heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: 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 the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland 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, the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant 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 appointed, the third arbitrator shall, at the request of either Party, be appointed by the secretary general of the permeant court of arbitration, The Hague افعانستار

Ministry of Phage 29 of 75
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- (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 the secretary general of the permeant court of arbitration, The Hague 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.
- Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
- Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
- 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *or* of the Government's country. For the purposes of this Clause, "home country" means any of:
 - (a) the country of incorporation of the Consultant; or
 - (b) the country in which the Consultant's principal place of business is located;
 or
 - (c) the country of nationality of a majority of the Consultant's shareholders; or
 - (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
- 5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in **Dubai**, **United Arab Emirate (UAE)**
 - (b) the English language shall be the official language for all purposes; and
 - (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.

Ministry of Public Health
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IV. Appendices

APPENDIX A - TERMS OF REFERENCE

FOR THIRD PARTY MONITORING OF COVID-19 CONTRACTS UNDER EMERGENCY RESPONSE AND HEALTH SYSTEMS PREPAREDNESS (ERHSP) PROJECT

A. Background

Following the announcement of COVID-19 as a pandemic by the WHO and considering the rapid spread of this outbreak in Afghanistan, the government of Afghanistan called for humanitarian assistance to fight against COVID-19 in the country. In response, the Ministry of Public Health (MoPH) of Afghanistan has received a Grant from the World Bank for an emergency response project called "Afghanistan COVID-19 Emergency Response and Health System Preparedness project (ERHSP)". The overall objectives of the project are to protect the Afghanistan 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.

In order to timely respond to this emergency, the MoPH signed 32 contracts under Afghanistan COVID-19 ERHSP project with the current BPHS/EPHS implementing NGOs. In addition, two separate Service Agreements were signed with WHO and UNICEF to build the capacity of staff, supply the required medicine, equipment and medical supplies to the provinces.

The Government of Afghanistan is committed to engage an independent party to objectively assess the performance and progress of the COVID-19 project. Since, the Service provider's payments is linked with the verification of their activity reports submitting on monthly/quarterly bases by SPs, so, Afghanistan COVID-19 ERHSP project will finance the third party firm to carry out independent Monitoring and Evaluation of the project.

B. Overall objective: The overall purpose of the consultancy services is to assess and monitor the performance and progress of COVID 19 contracts under Emergency Response and Health System Preparedness (ERHSP) Project with the implementing BPHS/EPHS partner, WHO and UNICEF.

The specific objectives are:

 To assess and monitor the availability of staff and equipment's, quality of services and readiness for COVID-19 under ERHSP project in the COVID-19 targeted HFs.

To assess and monitor the compliance of implementing NGOs with the signed contracts under ERHSP project.

3. To assess and monitor the availability, functionality and effectiveness of RRTs at provincial level.

Ministry of Public Hall of 75
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- To assess and monitor the availability, functionality, effectiveness, sensitivity, simplicity
 of targeted laboratory centres.
- To assess and monitor the effectiveness simplicity, timeliness, data quality, data completeness, flexibility, usefulness, and acceptability of the surveillance procedures of COVID-19 under Emergency Response and Health System Preparedness Project.
- To assess and monitor the supply chain management including timeline of medicine, equipment's, PPE kits, consumable items and Lab reagents procured by UN (WHO and UNICEF) at central, provincial and targeted HF levels.
- To assess and monitor the quantity including (consistency and completeness) and quality
 of medicine, equipment's, PPE kits, consumable items and Lab reagents at central,
 provincial and targeted HF levels.
- To assess and monitor the availability and effectiveness of risk communication activities under ERHSP project.
- To asses and monitor the implementation of infection prevention measures at COVID-19 wards/hospitals.

C. Scope of the TPM Services:

- a. The TPM is responsible to assess and monitor the implementation and progress of MoPH contracts with SPs, UNICEF and WHO under COVID-19 Emergency Response and Health System Preparedness Project in all 34 provinces.
- b. The overall assignment of TPM is to carry out the following three main activities:
- 1. Landscape assessment of the COVID-19 case management
- 2. Health Facility Assessment (HFA) of the COVID-19 treatment facilities
- 3. COVID-19 Surveillance System Assessment (SSA)
- c. The TPM is basically verifying/monitoring the following 5 categories of activities:
- SPs deliverables providing COVID-19 service in provinces: (Please refer to Annex I. Selected sections from the TOR of the Service providers contract specifying expected services to be deliver under COVID-19 contracts)
 - The main point here is to verify/monitor SP activities and monthly/quarterly reports;
- SPs deliverables providing COVID-19 services in Kabul Hospitals: (Please refer to ANNEX II. Selected sections from the TOR of the Kabul hospitals specifying expected services to be delivered by SP under COVID-19 Project)
 - The main point here is to verify/monitor SP activities and monthly/quarterly reports;
- UNICEF deliverables: (please refer to ANNEX III. Selected sections from the Agreement of the UNICEF specifying expected services to be delivered by UNICEF under COVID-19 Project;).
 - TPM verifies the quality and quantity of supplies procured through UNICEF.
 - TPM monitors/verifies the risk communication based on UNICEF work-plan.
- WHO deliverables: (Please refer to ANNEX IV. Selected sections from the Agreement of the WHO specifying expected services to be delivered by WHO under COVID-19 Project)
 - TPM verifies and monitors the deliverables of WHO in terms of surveillance, lab strengthening, procurement and maintaining basic services;

Ministry of Public Is Page 32 of 75
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- 5. COVID-19 project Results Framework:
 - TPM monitors other indicators which may not be part of the monthly/quarterly reports of SPs/UN but critical to measure project indicators as per the results framework of the project (please refer to annex V- project result frame work).
- d. The specific activities include:
- Assessment of availability, quality of care and readiness for COVID-19 under ERHSP project in the targeted HFs.
- Assessment the compliance of implementing NGOs with the signed contracts under ERHSP project.
- 3. Assessment of availability, functionality and effectiveness of RRTs.
- Assessment of availability, functionality, effectiveness, sensitivity, simplicity in targeted laboratory centres.
- Assessment of effectiveness simplicity, timeliness, data quality, data completeness, flexibility, usefulness, and acceptability of the surveillance procedures of COVID-19 under Emergency Response and Health System Preparedness Project.
- Assessment of supply chain management including timeline of medicine, equipment's, PPE kits, consumable items and Lab reagents procured by UN (WHO and UNICEF) at central, provincial and targeted HF levels.
- Assessment of quantity (consistency and completeness) and quality of medicine, equipment's, PPE kits, consumable items and Lab reagents at central, provincial and targeted HF levels.
- 8. Implementation, availability and effectiveness of risk communication activities by UNICEF (e.g. mass media communication messages) under ERHSP project.
- 9. Implementation of community awareness by the SPs in regard to COVID-19.
- 10. Assessment the availability of COVID-19 related equipment's, medical materials, consumable and other logistic supplies at the COVID-19 Ward/hospital, RRTs and district centres.
- Staffing of COVID-19 Ward/hospital, RRTs and district centres based on the MoPH guideline.
- 12. Implementation of government approved guideline for remuneration, risk benefit, food cost and other benefits for COVID-19 related staff.
- Provision of running cost including minor renovation and maintenance of the COVID-19 isolation ward/hospital.
- 14. Implementation of WHO guideline for case management at COVID-19 ward/hospital
- 15. Assessment the implementation of infection prevention measures at COVID-19 wards/hospitals



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A. Indicators for the assignment:

Functionality of the COVID-19 hospitals and surveillance system:

#	Indicators	Definition	
1	Percentage of wards/hospitals are fully staff, equipped and space allocated to covid-19 case management (Separate by staff, equipment and space allocation)	Numerator: # of COVID-19 wards/hospitals are fully staff, equipped and space allocated to COVID-19 case management Denominator: # of COVID-19 wards/hospitals	
2	Percentage of COVID-19 wards/hospitals are following proper infection prevention measures	Numerator: # of COVID-19 wards/hospitals are following proper infection prevention measures Denominator: # of COVID-19 wards/hospitals	
3	Percentage of COVID-19 wards/hospitals managing active COVID-19 cases in the provinces and national level.	Numerator: # of COVID-19 wards/hospitals are managing active COVID 19 cases in the province and national level Denominator: # of COVID-19 wards/hospitals	
4	Percentage of HFs have active triage and referring system of suspected COVID-19 cases		
5	Percentage of RRTs, district centres (DCs) and HF which are doing the screening of clients for COVID-19 symptoms.	Numerator: # of RRTs, district centres (DCs) and HF which are doing the screening of clients for COVID-19 symptoms. Denominator: # of RRTs, district centres (DCs) and HF	
6	Percentage of RRTs, DCs and health facility (HF) with a complete and upto-date COVID-19 registers/reporting system.	Numerator: # of RRTs, DCs and health facility (HF) with a complete and up-to-date COVID-19 registers/reporting system. Denominator: # of RRTs, DCs and health facilities	
7	Percentage of RRTs, DCs, HFs and health post (HP) conducting active contact tracing (separate for RRT, DC, HF and HPs)	Numerator: # of RRTs, DCs, HFs and health post (HP) conducting active contact tracing Denominator: # of RRTs, DCs, HFs and health posts (HPs)	
8	Percentage of Rapid Response Teams (RRTs), DCs, HFs and HP were able to identify suspected cases 2012 1391	Numerator: # of Rapid Response Teams (RRTs), DCs, HFs and HP were able to identify suspected cases Denominator: # of Rapid Response Teams (RRTs), DCs, HFs and HPs	

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Ministry of Public Health Page 34 of 75

Grants & Service Contracts

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9	Percentage of RRTs, DCs, HFs and HPs involved in timely referral of suspected cases to specimen collection sites or District/Provincial centres	Numerator: # of RRTs, DCs, HFs and HPs involved in timely referral of suspected cases to specimen collection sites or District/Provincial centres Denominator: # of RRTs, DCs, HFs and HPs
10	Percentage of RRTs, DCs, HFs, and HPs involved in transmitting of health education message to population.	Numerator: # of RRTs, DCs, HFs, and HPs involved in transmitting of health education message to population Denominator: # of RRTs, DCs, HFs, and HPs
11	Proportion of clients at the RRTs, DCs and HFs are able to identify three key symptoms of COVID-19 and three personal prevention measures	Numerator: Number of respondents /clients at the RRTs, DCs and HFs who can accurately identify three key symptoms of COVID-19 and three personal prevention measures
		Denominator: Number of respondents /clients at the RRTs, DCs and HFs.

Effectiveness and performance of the COVID-19 hospitals and surveillance system:

#	Indicators	Definition
12	Percentage of suspected COVID-19 cases reported which match with the case definition for a suspected case (PPV5)	Numerator: # of suspected COVID-19 cases reported which match with the case definition for a suspected case (PPV1) Denominator:# of suspected cases reported
13	Percentage of suspected COVID-19 cases who had contacts traced	Numerator: # of suspected COVID-19 cases who had contacts traced Denominator: # of suspected COVID-19 cases
14	Percentage of health facilities submitting COVID-19 report timely	Numerator: # of health facilities submitting COVID-19 report timely Denominator: # of HFs submitting COVID-19 report
15	Percentage of suspected COVID-19 cases who are tested within 2 days of being identified	Numerator: # of suspected COVID-19 cases who are tested within 2 days of being identified Denominator: # of suspected COVID-19 cases are tested
16	Percentage of staff who correctly identified the COVID-19 case definition	Numerator: # of staff who correctly identified the COVID-19 case definition Denominator: # of staff responded
17	Percentage of staff who correctly identified the COVID-19 testing criteria	Numerator: # of staff who correctly identified the COVID-19 testing criteria Denominator: # of staff responded





18	Percentage of suspected COVID-19 cases who refused testing or contact tracing	Numerator: # of suspected COVID-19 cases who refused testing or contact tracing Denominator: # of suspected COVID-19 cases	
19	Percentage of HFs staffs received required training for COVID-19 management of cases, surveillance system, Lab and infection prevention	Numerator: # of HFs staffs received required training for COVID-19 management of cases, surveillance system, Lab and infection prevention Denominator: # of HF staff	
20	Percentage of HFs received required medicine, equipment, PPE kit, consumable items for COVID-19 management	Numerator: # of HFs received required medicine, equipment, PPE kit, consumable items for COVID-19 management Denominator: # of HF	
21	Percentage of HFs received IEC materials related to COVID-19	Numerator: # of HFs received IEC materials related to COVID-19 Denominator: # of HF	
22	Mean time devoted to reporting/administration per week		
23	Perceived flexibility of the surveillance system by implementers and service providers		
24	Perceived acceptability among health workers		

B. Qualification of Key Professional Staff: All of the key-experts are required to be present in Afghanistan

Designation	Qualification and Experiences
Project Manager (K-1)	Master degree in Public Health with 5 years' experiences of health sector management in developing countries
Technical Manager for Data Analysis (K-2)	Master degree in Public Health or biostatistics or equivalent degree with 5 years' experiences of data analysis in developing countries

C. Location and duration of services:

Duration of the service is 44 months and tentative starting date of the project is subjected to the date of signing of the contract up to the end of March 31, 2024. This contract includes six-month project work plan with its related cost.

For the remaining period of the contract, the work plan and it related cost shall be agreed by both parties during the implementation of six months' contract, subject to availability of fund and satisfactory performance of the service provider.

D. Authority and responsibilities of MoPH and the Consultant:

The consultant will be overseen by High-Level Health Program Oversight Committee composed of diverse representatives of MoPH, other related government agencies. UN

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Procurement DepartrPage 36 of 75
Grants & Service Contracts
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20

agencies, development partners, and civil society. The chair of the High Level Oversight Committee will rotate among its members. The High Level Oversight Committee will oversee the technical work of Third Party Monitoring, ensure its independence and allow for transparent dissemination of data. MoPH/M&EHIS will be the secretariat for the Oversight Committee.

a. MoPH Responsibilities

- Pay the contractor on a timely basis (after the revised reports are received/endorsed by the Oversight Committee).
- 2. Facilitate communications with relevant stakeholders
- 3. Provide inputs into the design and data collection processes
- 4. Provide the consultant with existing MoPH related documents necessary for third party monitoring and evaluation
- 5. Be an archive for datasets and reports
- 6. Facilitate the dissemination of results to the relevant stakeholders
- 7. Ensure that its staff at the central and provincial levels, are available for periodic meetings/workshops as needed
- 8. Ensure the quality of data collection based on availability of resources (The resources should be available)
- 9. Facilitate the consultants staff entrance and exit from the country, including assisting if necessary, with obtaining visas

b. Consultant Responsibilities

- The consultant will submit electronic and hard copies of all annual and semiannual assessment datasets, reports, materials and tools developed during the consulting assignment to the Oversight Committee. The firm will however keep the hard copies of filled questionnaires and other related material until the end of the project. Electronic files should be presented in formats used by common- use software;
- 2. The consultant will submit reports of deliverables to MoPH English version and translated version in local languages).
- 3. The consultant will strictly adhere to the timely accomplishment of the tasks and submission of each deliverables as per the work plan proposed by the consultant and agreed by both parties. Delays in submission of the deliverables will lead to delays in the payment to the service providers, putting the health services at risk of interruption. Therefore, any delay in submission of the deliverables/reports may be subject to disciplinary actions decided by the MoPH High-Level Health Program Oversight Committee.
- 4. The consultant will disseminate results to stakeholder at the central and provincial level (field level), in coordination with MoPH/M&EHIS.
- 5. Data Collection using tablet will be highly recommended
- 6. Based on MoPH request third party will conduct further analysis as needed



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Annexes to the ToR

Annex I. Selected sections from the TOR of the Service providers contract specifying expected services to be deliver under COVID-19 contracts;

The following four sections 1) objectives, 2) indicators, 3) scope of services, and 4) Reporting requirement are incorporated from the SP contracts

I. 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

II. INDICATORS and TARGETS:

N o	Indicators	Targets	End Targets
1	Percentage of samples transferred to Lab facilities from all suspected cases		100%
2	Percentage of identified contacts who are successfully traced		70%
3	Number of active beds for isolations and case management of COVID-19	Deferent in each provinces	XX Beds (Will be increased based on need)
4	Percentage of isolation beds dedicated for ICU for managing of critical cases of COVID-19		At least 5 %
5	Number of technical staff (Health workers) recruited for COVID-19 project	XX (XX for Provincial center and XX for XX RRT and District Centres)	XX Staff including male and female staff
6	Availability of equipment (both medical and non-medical) as per the specified guideline for managing of COVID-19	All Equipment as per list	100% (Depend MoPH/WHO/UNICEF)
7	Number of people trained for COVID-19	XX	100%
8	Percentage of HFs comply with IPC protocols	XX	90%
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%	50%

III. SCOPE OF SERVICES

Although the scope of the overall project is nationwide, this contract will cover the entire population of the XX province including returnees, Kochies and IDPs. The primary project beneficiaries will be infected people, at-risk populations, medical and emergency personnel as well

Ministry of Public Health
Procurement Departs Page 38 of 75
Grants & Service Contracts
Ministry of Public Health

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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.

- 1. 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 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.

Ministry of PubliPage 39 of 75

Grants & Service Contracts

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- 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.
 - 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.
 - v. 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).

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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.

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





ANNEX II. Selected sections from the TOR of the Kabul hospitals specifying expected services to be delivered by SP under COVID-19 Project;

The following four sections 1) Objectives, 2) Indicators, 3) Scope of services, 4) Reporting requirements are incorporated from the SP TOR for Kabul Hospital

1. OVER ALL OBJECTIVES

The overall objectives of the project are 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 and to increase access to hospital services for Afghan citizens suffering from COVID-19.

The specific objectives of this project are:

- 5. To detect and diagnose COVID-19 cases by clinical signs/symptoms and lab confirmation
- 6. To Manage and isolate cases of COVID-19 suspected cases
- 7. To treat COVID-19 sever and critical cases
- 8. To ensure infection prevention and control measures at the hospital level

2. INDICATORS and TARGETS FOR SP:

No	Indicators	Baseline	End Target s	Means of Verificatio n	Timeline	Remarks
1	Number of lab test (PCR) performed by the hospital	XX	xx	Progress reports	Monthly	As per WHO/MoPH updated protocol
2	Bed Occupancy Rate (BOR)	80%	90%	Progress reports	Monthly	
3	Percentage of isolation beds dedicated for ICU for managing of critical cases of COVID-19	25%	25 %	Progress reports	Monthly	
4	Percentage of isolation beds dedicated for Highly Dependence Unit (HDU) for managing of sever cases of COVID-19	75%	75 %	Progress reports	Monthly	Including suspect cases with sever and critical condition
5	Number of technical staff (Health workers) recruited for COVID-19 project	XX	XX	Progress reports	Monthly	Disaggregated by profession and gender
6	Availability of equipment (both medical and non-medical) as per the specified guideline for managing of COVID-19	XX	100%	Progress reports	Monthly	The medical equipment will be provided by UN
7	Number of people trained for	XX	XX	Progress reports	Monthly	Disaggregated by profession and gender
8	تىنىپۇرى اسلامى افغانستان رارت سىت عان	XX	XX	Progress reports	Monthly	As admitted patient and

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						Verified by TPM
9	Percentage IPC standard achieved	XX	100%	Progress reports	Monthly	Verified by TPM

3. SCOPE OF SERVICES

Although the scope of the overall project is nationwide, this contract will cover the entire population of the Kabul province including patients referred in from the entire country to this hospital. 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 of MoPH 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 level mechanisms to combat the epidemic and support the structure and functions described by the MoPH at this level. There has already been established the 100-beds Afghan-Japan hospital for combating COVID-19 led by the MoPH. The SP is required to ensure proper staffing, training, and efficient logistics to operate and manage the Afghan-Japan 100-beds hospital for combating corona virus epidemic.

The hospital will have five main functions:

- 1) Clinical services,
- 2) Ancillary services
- 3) Support service
- 4) Admin services including logistic/ finance support and
- 5) Monitoring, risk communication and reporting.

The service provider needs to be engaged actively in all five functions and work closely with the MoPH. The MoPH will provide the infrastructure and necessary equipment and supply. The World Health Organization (WHO) provides the training, but SPs need to plan cascading of the trainings. This activity will start with already identified number of beds and will be upgraded based on need and instruction of the MoPH leadership if required.

The details of tasks are explained below:

- viii. The Service Provider (SP) is responsible to deliver essential health care service to the people who are infected with COVID-19.
 - ix. The SP shall equip the Afghan-Japan 100-beds hospital. However, the necessary equipment will be provided by MoPH through UN agency as per Para-L.
 - x. The SP shall follow the required staffing based on the MoPH estimation.

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xi. The SP will supply the medical materials, consumable and other logistic required for Afghan-Japan 100-beds hospital rather than provided by UN agency as per Para-L.

xii. The SP shall provide remuneration, risk benefit, food cost and other benefits defined in approved guideline.

Page 43 of 75

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- xiii. The SP shall budget running cost including minor renovation and maintenance of the Afghan-Japan COVID-19 hospital.
- xiv. The SP shall implement the WHO guidelines and protocols for case management accordingly.
- xv. In order to keep people healthy, reduce exposures to COVID-19, and slow down the spread of the disease, the SP is responsible to apply the infection prevention and control measures at the hospital level.
- xvi. The SP is responsible to ensure the IPC materials and supplies available in all sections of the hospital and health personnel practice based on IPC protocols.
- xvii. The SP shall follow triage, applying standard precautions for all patients which includes hand hygiene, social distancing, respiratory hygiene, rational use of PPE kits, safe disposal of all types of wastes, environmental cleaning, sterilization of patients care equipment and administrative controls based on MoPH developed guidelines.

4. REPORTING REQUIREMENTS AND SCHEDULE FOR SUBMISSION

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

- 7. Monthly Activity Progress Report.
- 8. Quarterly Financial Report.
- 9. Daily reporting as per the surveillance guideline of COVID-19.
- 10. Implement online reporting system as per the MoPH requirement.
- 11. Submission of the End of Project Report (EPR) one month after completion of the contract.
- 12. The SP will provide any other reports as needed to the MoPH.



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ANNEX III. Selected sections from the Agreement of the UNICEF specifying expected services to be delivered by UNICEF under COVID-19 Project;

The following five sections 1) Objectives, 2) output and activities, 3) Work plan and timeline, 4) items with quantities to be supplied, and 5) Reporting requirements are incorporated from the UNICEF agreement

I. Objective of the engagement and the Outputs

The overall objective of the project is to protect Afghanistan's citizens from the spread of COVID-19, to respond and mitigate the threat posed by COVID-19 in Afghanistan and strengthen national systems for public health preparedness.

The specific objectives of this project are:

- 1. To raise public awareness and promote healthy behaviors about COVID-19.
- 2. To mobilize families and communities to adopt healthy behaviors to control spread of COVID-19 in the urban and rural setting through existing networks.
- To establish/support call centers/helpline at provincial level (PPHD) to link public with health system and refer suspected corona cases to diagnostic facilities.
- 4. To ensure timely procurement of needed supply/equipment and provision of consultancy services.

II. Agreed Outputs and Activities

Output 1: Raise public awareness and promote healthy behaviors about COVID-19 Activity1.1

Developing and testing Social and Behavior Change Communication (SBCC) messages and materials, including on TV, radio, internet, between May and August 2020 in Kabul City. Activity 1.2 Broadcast 5,000 Social and Behavioral Change Messages via TV and 30,000 via radio

by August 2020 in media channels nationally.

Activity 1.3 Printing/distribution of flyers, posters, banners, billboards and brochures, with keylife saving messages about COVID19. In total, 5,000,000 materials will be printed and further distributed in health facilities and between community members during community engagement activities nationally by December 2020

Activity 1.4 Community engagement activities with frontline workers (Community Health Workers, Community Health Shuras), reaching 500,000 householders in the five regions of Afghanistan

Activity 1.5 Support call centers to respond to clients' queries on COVID-19 in terms of staffing and equipment by December 2020

Output 2: Monitoring and evaluation about optimal behaviors adopted about COVID19

Activity 2.1 Designing and implementing a Risk Communication Study based on Activity Knowledge Attitude and Behavior (KAP) In Herat Province by September

Output 3: Timely procurement of needed supply/equipment and provision of consultancy services

Activity 3.1 Procurement, distribution and installation of agreed supplies

The Ministry of Public Health (MoPH) in close consultation with UNICEF Health section, has requested UNICEF to procure on their behalf PPEs, pharmaceuticals, medicine and hospital

Ministry of Public Hearing Page 45 of 75

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equipment. The Cost Estimate request comprising of 186 items has been submitted to UNICEF Supply Division for costing.

Due to global requirement, there is unprecedented demand of PPE globally and the high increase in freight, making it difficult to estimate given the disruption in the market.

The current disruption has impacted international supply chains causing bottlenecks, delays and higher costs in delivery of supplies for humanitarian and development programs.

Most of these items requested will be procured by UNICEF office in Denmark. Priority is given to the PPE for immediate delivery and the shipment will be airlifted to Kabul. The rest of the items will be delivered on staggered shipments.

UNICEF will assist the MoPH in facilitating the in-country logistics (customs clearance and delivery to the final points).



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III. Work Plan and Timeline

°N	Activity	Qtr 1 2020	Qtr 2 2020	Qtr 3 2020	Qtr 4 2020	Qtr1 2021
-	Output 1 To raise public awareness and promote healthy behaviors about COVID-19.					
Ξ	Developing and testing Social and Behaviour Change Communication (SBCC) messages and materials, including on tv, radio, internet		×	×		
1.2	Broadcasting SBCC messages via radio and tv		x	x		
1.3	Printing/distribution of flyers, posters, banners, billboards, brochures		x	×	×	
1.4	Community engagement activities with frontline workers		X	x	x	Х
1.5	Support call center to respond to clients' queries on COVID 19 in terms of staffing and equipment		×	×	×	
2	Output 2 Monitoring and evaluation about optimal behaviors adopted					
2.1	Conduct Knowledge Attitude and Behavior (KAP) study			×		
				The second second		
3	Output 3 Timely procurement of needed supply/equipment and procurement services					
3.1	Procurement, distribution and installation of agreed supplies		х	x	×	
п	Progress Reports (per Annex III frequency)			x		
	Final Financial Statement					Within 3 months after
п						Agreement Completion
						Date



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S.No	Item	Unit	Total Quantity
1	Thermometer infrared	Piece	510
2	IV Chamber	Piece	69,164
3	Micro Drop	Piece	69,164
4	IV cannula (20, 22,24)	Piece	69,164
5	Oxygen Mask disposable	Piece	138,327
6	Filters for Circuite of Ventilators	Piece	34,582
7	Urine Bag	Piece	69,164
8	Foley Catheter Deffiret Size	Piece	45,648
9	Swab Sterile	Piece	152,160
10	Nibulizer Mask (Deffirent Size)	Piece	14,755
11	Oxygen Nasal Cannula (Deffirent Size)	Piece	36,887
12	Suction Catheter (Deffirent Size)	Piece	553,308
13	Syringe 10cc with needle	Piece	1,383,270
14	Syringe 5 ml with needle	Piece	1,383,270
15	Syringe 60 ml with needle	Piece	69,164
16	Syringe 50 ml with needle	Piece	138,327
17	Syringe 20 ml with needle	Piece	69,164
18	Wooden Tangue Depressor, 100/Pack	Pack	4,150
19	Safety box	Piece	36,887
20	ECG Paper, 111mm width	Piece	4,611
21	Leukoplast (large), 7.5cmx5m	Piece	4,611
22	Povidone -Iodine 7.5% (Sol), 450 ml	Bottle	1,537
23	Gas Pad 10X10 cm X 8 layer/pack	Pack	17,291
24	Alcohol Pad, 200/ Box	Box	4,611
25	Dispsable Cap, 100/ Pack	Pack	1,537
26	Airway Guedel different size	Piece	22,132
27	Endo trachial tube without cuf	Piece	22,132
28	NG tube different size	Piece	22,132
29	ECG 50 pad/pack	Pack	16,599
30	Center line catheter different size	Piece	1,844
31	Tracheostomy kit	Piece	1,844
32	Battery for laryngscope midle size	Pair	510
33	ECG gel 4000cc	Bottle	68
34	lidocain gel	Bottle	18,444
35	Oxyegen Gas 2000 Pound	Bottle	691,635
36	Torniquet	Piece	136
S.No	Item	Unit	Total Quantity
1	IV cannula (20, 22,24)	Piece	109,555
2	Oxygen Mask disposable	Piece	110,662
3	Nibulizer Mask (Deffirent Size)	Piece	29,510
4	Syringe 10cc with needle	Piece	3,319,848
5	Syringe 5 ml with needle	Piece	6,639,696
6	Wooden Tangue Depressor, 100/Pack	Pack	2,950.98

Page 48 of 75

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7	ontract under COVID-19 ERHSP Project Safety box	Piece	147,549
8	ECG Paper, 111mm width	Piece	9,837
9	Leukoplast (large), 7.5cmx5m	Piece	18,444
10	Povidone -Iodine 7.5% (Sol), 450 ml	Bottle	6,148
11	Gas Pad 10X10 cm X 8 layer/pack	Pack	69,164
12	Alcohol Pad, 200/ Box	Box	16,599.24
13	Dispsable Cap, 100/ Pack	Pack	5,533.08
14	Oxyegn Gas 2000 Pound	Bottle	5,533.08
15	Cotton role (Medical)	Role	170
S.No	Item	Unit	Total Quantity
1	Glocumeter strip, oncall plus	Piece	103,745
2	Diluent (Hematology Analyzer) reagent, Mindray or(equivalent) 20lit/bottle	bottle	988
3	E-Z Clenser (Hematology Analyzer), 1*100 ml Mindray or(equivalent)	bottle	494
4	Lyse (Hematology Analyzer)reagent, 500ml/bottle Mindray or equivalent	bottle	988
5	Rinse (Hematology Analyzer)reagent, 20 litre/gallon Mindray or (equivalent)	gallon	988
6	probe clener, 1*17 ml/bottle	bottle	988
7	APTT, 6X2ml vial/kit	Kit	7,685
8	PT, 10X2ml vial/kit	Kit	8,645
9	Bilirubin total, 5*20ml/kit	Kit	3,689
10	(SGPT)ALT, (5*80 mL) / Kit	Kit	4,611
11	(SGOT)AST, (5*80 mL)/Kit	Kit	4,611
12	ALP(Alkaline phosphatase), (5*80 mL) / Kit	Kit	4,611
13	Albumin, 5*25ml / kit	Kit	3,689
14	Total protein, 5*25ml bottle/kit	Kit	3,689
15	Cholesterol, 1*2-250ml bottle/kit	Kit	838
16	Triglyceride, 1*2*250ml bottle/kit	Kit	768
17	Urea reagent, (5*80 mL)/Kit	Kit	971
18	Creatinine reagen, (5*80 mL) / Kit t	Kit	1,820
19	PT Tube, 100Pic/Box	Box	922
20	Calcium Tube, 1*500piece/box (Glass tube)	Box	1,844
21	Vacutainer tube with EDTA, 1*100(glass) piece/box	Box	1,844
22	Gel Tube +Clot Activator, 1*100 peice/Box	Box	1,844
23	ESr tube disposable1*100peice/box	BOX	922
24	Yello Tips, Disposable, 1000/Pack	Pack	922
25	Blue Tips, Disposable, 1000/Pack	Pack	922
26	Micro/Macro Pipite, 10-100 and 100-1000 Microne	Piece	136
	Item	Unit	Total Quantity
1	X-Ray film 30*40' blue	Piece	55,331
2	X-Ray film 30*24' blue	Piece	55,331
3	X-Ray film 18*24' blue	Piece	55,331
4	Fixer, 5 Liter/gillon	Gillon	277
5	Developer, 5 Liter Gilon 2 1391	Gillon	277

Page 49 of 75 ي اسلامي افغانستان

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6	X-Ray Film, Laser, 14 *17	Piece	55,331
7	X-Ray Film, Laser, 10*8	Piece	55,331
8	X-Ray Film, Laser, 10 *12	Piece	55,331
9	Cassett for CR 14 *17	Piece	68
10	Cassett for CR 10*8	Piece	68
11	Cassett for CR 10 *12	Piece	68
S.No	Item	Unit	Total Quantity
1	Mask N 95	Piece	1,227,719
2	Surgical Mask	Box	2,455.44
3	PPE kit (Overall Gown sterile, Hair cover Cap, Approan Face shields)	Set	1,227,719
4	Hand Sanitizer 500 ml	Bottle	24,554
5	Gloves latex non sterile, Size SML (50 pairs/Box)	Box	73663
6	Shoes Cover	Box	36832
7	Body Bag	Bag	1383
S.#	Activities	Unit	Total
1	Developing and testing Social and Behaviour Change Communication (SBCC) messages and materials, including on tv, radio, internet	Package of messages	40
2	Broadcasting SBCC messages via radio and tv	Spots	35,000
3	Printing/distribution of flyers, posters, banners, billboards, brochures	Each	5,000,000
4	Community engagement activities with frontline workers	Household	500,000
5	Support call center to respond to clients' queries on COVID 19 in terms of staffing and equipment	Call center	34
6	Knowledge Attitude and Behavior (KAP) study	Study	1

V. REPORTING REQUIREMENTS

UNICEF shall submit the following reports with a copy to the Bank:

1. Inception Report:

Inception report to be delivered within 14 days of signature of agreement

(a) Any information missing in Annex I at the time of Agreement signing, detailed mobilization arrangements, complete the description of all activities and deliverables required for the Outputs, any assignment of procurement of inputs to any other UN organization, complete the Work Plan to ensure timely start-up and on-time completion of the implementation of this Agreement;

2. Progress Reports:

One six monthly progress report for the period April to end of September 2020, to be submitted by 31 October 2020;

Final Report for whole project period April 2020 to 31 March 2021, to be submitted within three months of end of project by 30 June 2021.

(a) Each report submitted on a six- monthly basis shall include: (i) a narrative and financial summary of the status of activities to demonstrate the progress towards the Outputs and the linkage between the payments made under this Agreement and the deliverables as set out in **Annex I**; and (ii) an interim financial report (in a format of UNICEF Donor Statement by Activity) on the use of funds.



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(b) The final Progress Report upon Completion or Early Termination shall include a consolidated financial summary on the use of funds for Outputs set forth in **Annex I.**

ANNEX IV. Selected sections from the Agreement of the WHO specifying expected services to be delivered by WHO under COVID-19 Project;

The following four sections 1) Objectives, 2) Scope of services, 3) Indicators, and 4) Reporting requirements are incorporated from the WHO TOR

1. OBJECTIVES

The overall objective of the project is to respond the outbreak of COVID-19, mitigate the threat posed by COVID-19 in Afghanistan and strengthen national systems for public health preparedness.

The specific objectives of this project are:

- 1. Enhance capacities on surveillance including early disease detection.
- 2. Strengthening Rapid Response Teams of SP at national and subnational level to early investigate, find new cases, and appropriately initiate response.
- 3. Strengthening and expansion to provincial level laboratory and diagnostic systems to ensure prompt case finding and local containment
- 4. Establish infection prevention and control system, processes in all HFs and diagnostic centers.
- 5. Enhance capacities in case management
- To develop Public health workforce capacity on health emergency response including epidemiologists, data managers, laboratory experts, infection prevention/control and emergency management, and public health managers.
- Building capacity for clinical and public health research and joint-learning across and within countries
- 8. To strengthen MoPH capacity on risk mitigation measures during health emergency response
- 9. Develop/adapt evidence based guidelines for the control of COVID-19,

2. SCOPE OF SERVICES

The scope of this project will be nationwide, covering the entire population of Afghanistan: The primary project beneficiaries will be people infected with COVID-19 and the greater at-risk populations. Healthcare providers, including implementing partners and private sectors, will also benefit from the activities.

For this project, WHO scope of services and support will focus on the following thematic areas:

S/N	THEMATIC AREAS
1	Surveillance, Rapid Response Teams, And Case Investigation
1.a	Detection and reporting of the cases (suspected cases) from related levels
1.b	ToT for RRT and health staff at central level
1.c	HR and logistic support to national surveillance system and lab.
1.d	Technical assistance for central surveillance team
2	Capacity Building And Training: IPC and Case Management

Page 51 of 75 بيانستا

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3	Laboratories
3.a	Provision of specimen collection kits and supplies
3.b	Activate the capacity of lab testing at national and sub-national level
4	Build the capacity of IHR in country including point of entry
5	COVID-19 Guidelines develop and adapted to Afghanistan Context
6	Support to country-Level Coordination And Response Planning
7	Deployment national experts including epidemiologists, data managers, laboratory experts, emergency management and risk communications specialists, and public health managers.

SURVEILLANCE, RAPID RESPONSE TEAMS, AND CASE INVESTIGATION

- Enhance the COVID-19 surveillance system, early detection, confirmation and reporting
 of suspected cases through the network of polio workers & surveillance volunteers in all
 provinces.
- Conducting the ToT for RRT and health staff at central level
- HR and logistic support to national surveillance system and lab.
- Providing Technical assistance for central surveillance team
- Assist in Risk Communication & Community Engagement; Provision of Heath Information to communities and public and private Health Facilities/workers through the Polio teams in all provinces.

CAPACITY BUILDING AND TRAINING

- IPC training of health workers, support staff, cleaners, ambulance staff in designated urban health facilities and isolation centers, respective EPHS & BPHS health facilities, and key private sector.
- Technical support and training on case management and ICU care for the identified Health Facilities and staff

LABORATORIES

- Support the expansion of diagnostic facilities for COVID-19 confirmatory testing at the national and sub-national levels to 15 facilities across the country.
- Provision of specimen collection kits and supplies
- Straitening the capacity of lab testing at national and sub-national level

POINTS OF ENTRY

- Support of health and other teams for screening at the Points of Entry (PoE) on ground crossings and airports.
- Implementation of health measures in transit and encashment centers for travelers.
- Build the capacity of IHR in country including point of entry

COVID-19 GUIDELINES DEVILOP AND ADAPTED TO AFGHANISTAN CONTEXT

 Provide global guidelines and apply to Afghanistan context including translation of such guidelines.

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Page 52 of 75

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Establish system and processes including development of SOPs

COUNTRY-LEVEL COORDINATION AND RESPONSE PLANNING

- Support coordination and leadership structures at the national and sub-national levels.
- Technical support to updating National Emergency Response Plan to COVID-19.

PROVIDING TECHNICAL ASSISTANCE

 Deployment national experts including epidemiologists, data managers, laboratory experts, emergency management and risk communications specialists, and public health managers.

3. INDICATORS

S/N	Indicator	Target	Means of verification
1	Number of suspected cases detected	100%	Progress report
2	Number health staff (including RRT) trained	100%	Progress report
3	Number of laboratories established	100%	Progress report
4	Number of specimen collection kits and supplies provided	100%	Progress report
5	Number of guideline and protocol developed	100%	Progress report
6	Number of health expertise recruited	100%	Progress report

4. REPORTING REQUIREMENTS AND SCHEDULE FOR SUBMISSION

The organization will provide the MOPH with the following reports which are also deliverables of the agreement:

- 13. Inception report, 15 days after signing of the agreement;
- 14. Technical reports: the organization will provide the MOPH with Technical reports related to activities undertaken in fulfillment of these terms of reference. This report will be furnished within 20 days of the end of Gregorian calendar semiannually.
- 15. Financial reports along with a financial statement semiannually.
- 16. Submission of the End of Project Report (EPR) one month after completion of the agreement. The organization shall submit final report in hard and soft copy in English by the 20th calendar day of the month following the end of the assignment, including completed technical and financial project report. This report will contain following information:
 - · Progress made against the agreed work-plan.
 - Achievements (result and lesson learnt) of the implemented innovative approaches
 - Challenges encountered and options used to resolve them.
 - Relations with stakeholders such as local police and association leaders.

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Annex V: COVID-19 Project Result Frame Work

9					
Indicator Name	Definition/Description	Frequency	Datasource	Methodology for Data Collection	Responsibility for Data Collection
Proportion of laboratory-confirmed cases of COVID-19 responded to within 48 hours	Denominator: Number of laboratory-confirmed cases of COVID-19. Numerator: Number of laboratory-confirmed cases of COVID-19 where there was deployment of a rapid response team, contract tracing was initiated, and public messaging was disseminated within 48 hours.	6-monthly	Health Management Information System	Monthly reports of (i) the number of laboratory-confirmed COVID-19 cases, and (ii) the number of cases responded to with rapid response teams, contact tracing, and public messaging within 48 hours	Sehatmandi Service providers
Proportion of specimens submitted for SARS-COV-2 laboratory testing confirmed within WHO stipulated standard time	Denominator: Number of specimens submitted for SARS-COV-2 laboratory testing Numerator: Number of specimens submitted for SARS-COV-2 laboratory testing confirmed within WHO stipulated standard time	6-monthly	Health Management Information System	Monthly reports of (i) the number of specimens submitted for SARS-CoV-2 testing, and (ii) Number of specimens submitted for SARS-COV-2 laboratory testing confirmed within WHO stipulated standard time	Sehatmandi Service providers
Proportion of population able to identify three key symptoms of COVID-19 and three personal prevention measures	Denominator: Number of respondents to representative population survey. Numerator: Number of respondents to representative population survey who can accurately identify three key symptoms of COVID-19 and three personal prevention measures.	Once (by August 2020)	Represent-ative household survey	Random sampling of households. Adults within households randomly sampled for interview.	Third Party Monitor

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	Monitoring & Evaluation Plan: Intermediate Results Indicators	uation Plan:	Intermediate Re	sults Indicators	
Indicator Name	Definition/Description	Frequency	Datasource	Methodology for Data Collection	Responsibility for Data Collection
Proportion of identified contacts who are successfully traced	Denominator: Number of contacts of COVID-19 cases identified. Numerator: Number of contacts of COVID-19 cases successfully traced.	6-monthly	Health Management Information System	Monthly reports of (i) Number of contacts of COVID-19 cases identified and (ii) number of contacts of COVID-19 cases successfully traced.	Sehatmandi Service Providers
Proportion of suspected cases who are tested within 2 days of being identified	Denominator: Number of suspected cases of COVID-19. Numerator: Number of suspected cases of COVID-19 who are tested within 2 days of being identified.	6-monthly	Health Management Information System	Monthly reports of (i) Number of suspected cases of COVID-19, and (ii) Number of suspected cases of COVID-19 who are tested within 2 days of being identified.	Sehatmandi Service Providers
Proportion of provincial hospital doctors and nurses who are trained on WHO standards of clinical treatment for COVID-19.	Denominator: Number of doctors and nurses working at provincial hospitals. Numerator: Number of doctors and nurses working at provincial hospitals who are trained on WHO standards of clinical treatment for COVID-19	6-monthly	Health Management Information System	Monthly reports of (i) the number of doctors and nurses working at provincial hospitals, and (ii) the number of doctors and nurses working at provincial hospitals who are trained on WHO standards of clinical treatment for COVID-19	Sehatmandi Service Providers
Proportion of provincial hospitals with adequate personal protective equipment within a given month.	Denominator: Number of provincial hospitals Numerator: Number of provincial hospitals with adequate personal protective equipment	6-monthly	Health Management Information System	Monthly reports of whether provincial hospital has adequate personal protective equipment within the month of reporting	Sehatmandi Service Providers
Proportion of provincial hospitals with isolation treatment available within a given month.	Denominator: Number of provincial hospitals Numerator: Number of provincial hospitals with isolation treatment available	6-monthly	Health Management Information System	Monthly reports of whether provincial hospital has isolation treatment available within the month of reporting	Sehatmandi Service Providers



Page 55 of 75

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Direct Report to Ministry of Public Health	Public Health messages purchased by the Ministry of Public Health will be recorded and reported to the national MOPH office.	Confirmation of completeness of monthly reports. Complete reports for a given provincial hospital contain no missing information on the number of suspected cases identified, number of cases tested, number of contacts traced, the presence of personal protective equipment, and the presence of an isolation unit.
Direct Report by Ministry of Public Health	Direct Report by Ministry of Public Health	Health Management Information System
Annual	May-Aug 2020	6-monthly
Denominator: 6 (5 regional and 1 national) Numerator: The number of regions with a Biosafety Level 2 laboratory	The following are counted as one message: Radio: Message disseminated at a given time on a given radio frequency. Television: Message disseminated at a given time on a given television station. Print: (i) A newspaper issue containing a prominent message, or (ii) a large banner or sign placed in prominent location.	Denominator: Number of provincial hospitals Numerator: Number of provincial hospitals who have submitted complete monthly reports on the number of suspected cases identified, number of cases tested, number of contacts traced, the presence of personal protective equipment, and the presence of an isolation unit.
Presence of a Biosafety Level 2 facility in each of 5 regions and a Biosafety Level 3 facility at the national level	Number of radios, television, and print messages disseminated on COVID-19 symptoms and prevention between May-August 2020.	Proportion of provincial hospitals who have submitted complete monthly reports on the number of suspected cases identified, number of cases tested, number of contacts traced, the presence of personal protective equipment, and the presence of an

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Page **56** of **75**

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Appendix I. INCEPTION NARRATIVE REPORT

- This report must be completed and signed by the <u>Project responsible person</u>
- 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:

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;
- 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

Table - 5: Inception report-updated work plan

Year	ear												
	Quarters			Quarters									
Activity	Month 1	2	3	4	5	6	7	8	9	10	11	12	N
Example	example												
Preparation Activity 1(title)													
Execution Activity 1(title)	al Signature and the signature												
Preparation Activity 2 (title)													
Etc.													

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Page 57 of 75

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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
 - · 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:



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APPENDIX B - KEY EXPERTS, TEAM COMPOSITION

6.1 (K-1) Project Manager - Dr. Partamini MANALAI

Position Title and No.	K-1 Project Manager
Name of Expert:	Partamin MANALAI
Date of Birth:	12/06/1969
Country of Citizenship/Residence	Afghanistan

Education:

University	Date	Studies / Degrees obtained
VU university, The Netherlands	2014 – present	PhD candidate in Global Health Expected PhD Thesis defense by 2020/21
London School of Hygiene and Tropical Medicine, London University	2004 – 2007	MSc Epidemiology (incl. Biostatistics)
Kabul Medical University, Afghanistan	1986 - 1992	Medical Doctor

Employment record relevant to the assignment:

Period	Employing org. and your title / position	Country	Summary of activities performed relevant to the Assignment
10/2015 - present	USAID/ JHPIEGO Monitoring, Evaluation and Research Director George Sanad Hanna George.SanadHanna@j hpiego.org +93793693227	Afghanistan	Helping Mothers and Children Thrive (HEMAYAT): Managing monitoring of project implementation: statistical analysis, data quality assessments. data validation/verification visits, triangulations Lead the process of: survey design, survey implementation, data analysis (both qualitative / quantitative), reporting on surveys and assessments Lead evaluations and research activities including developing research protocols, data collection tools, researchers' training, field implementation, performing the required descriptive and inferential statistical analysis Develop knowledge management components.
11/2011- 09/2015	USAID/ JHPIEGO Technical Director Nasratullah Ansari nasratansari@gmail.com +31627064073	Afghanistan	Health Services Support Project (HSSP): Statistical analysis and data quality assessment Led development and revisions of technical documents, incl. manuscripts, abstracts, research protocols and statistical analysis plans, training material guidelines and reports. Coach, support, supervise and monitor the technical managers, officers and advisors during the implementation of and reporting on the research activities. Day-to-day supervision of in-services training sessions Provide technical updates on the progress, challenges and implementations approaches during project activities.
04/2018 - 10/2011	USAID/ JHPIEGO Monitoring, Evaluation and Research Manager Nasratullah Ansari	Afghanistan	 Managing the M & E and research annual plan: Data & statistical analyses, Performance indicators, evaluations, research activities and respective information systems Led field implementation of survey Led capacity building of project and partners staff

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Page 59 of 75

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Consultancy Services for the	TPM under COVID-19	Emergency Response :	and Health Systems are	paredness project

	nasratansari@gmail.com +31627064073		 Lead the development of the project progress analytical reports for USAID and MOPH. Facilitate data use for project communication material.
-	Finconsult/ GFATM Public Health Expert M Reza Ravaee mrravaee@gmail.com	Afghanistan	Managing the implementation and data analysis of the institutional/programmatic capacity assessment Institutional and programmatic Monitoring and Evaluation system, Procurement and supply system, Financial System Management capacities.
	IBF Belgium Expert in Public Health and Social Protection roosjanneke@hotmail.co m	Afghanistan	 Lead the implementation and data analysis of a rapid assessment Identification of groups at risk (vulnerable groups), to be included in the EC activities Led the development of the logical framework and drafted a budget of over €10 million for three years.
05/2005 - 06/2007	MoPH Program Manager Faizullah Kakar faiz.kakar@gmail.com	Afghanistan	Program Manager of Global Fund Management Unit Unit management and performance monitoring of program activities, HR, administration & finance. Carried out strategic communication and coordination. Supported MoPH in development and review of policy and strategy documents for Malaria control.
05/2003 - 05/2005	SCA HMIS Advisor aqilanoori@gmail.com	Afghanistan	Perform statistical analysis of project data Management of health information, Capacity building of provincial staff in HMIS.
01/2003		Afghanistan	 Planning, monitoring and reporting on EPI activities of SCA. Perform statistical analysis of programme routine data
01/2002 - 12/2001	SCA HMIS Chief Officer Abdul Wakil Ziar	Afghanistan	 HMIS data entry, HMIS trainer facilitator. Statistical analysis of project data and reporting, Field monitoring Serving as the focal point for epidemics and emergencies.
08/2000 - 06/2001	SCA Health supervisor Abdul Wakil Ziar	Afghanistan	 Technical supervisor. On-the- job trainer. Administrative support and data collection officer
09/93- 05/94	Jamhuriat Hospital Medical officer	Afghanistan	Clinical work.

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

Language	Reading	Speaking	Writing
English	Fluent	Fluent	Fluent
Pashto / Dari	Native / Fluent	Native / Fluent	Native / Fluent

Expert's contact information: E-mail: partaminm@gmail.com / Mobile: +93700020686

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.

Partamin Manalai 03 August 2020 Name of Expert Signature Date 2012 Eric Sarvan 03 August 2020 Signature Name of authorized representative Date

Page 60 of 75

Ministry of Public Health Procurement Department Grants & Service Contracts management tim (secure)

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Position Title and No.	(K-2) Technical Manager for Data Analysis		
Name of Expert:	Dr. Sayed MONIR		
Date of Birth:	08/01/1980		
Country of Citizenship/Residence	Afghanistan/Afghanistan		

Education:

University	Date	Studies / Degrees obtained
Maolana Azad University, India.	2016 - 2018	MPH - Master of Public Health
General Medicine Kabul Medical University	1998 - 2006	MD - Medical Doctor Degree
Institution	Date	Course / Certificate obtained (selection)
The Asia Foundation	02 - 03/2019	Data Analysis using STATA software
KIT Royal Tropical Institute	02/2018	Training of trainers course for HMIS Verification
Health Services Support Project (HSSP)	07/2008	Infection prevention

Period	Employing org. and your title / position	Country	Summary of activities performed relevant to the Assignment
11/2019 - present	Particip GmbH / KIT Royal Tropical Institute	Afghanistan	Project management of Third Party Monitoring (TPM) surveys in health facilities (HF) in all Afghan provinces for health managemen information system (HMIS) for SEHATMANDI:
	HMIS Field Manager under Third Party		Data analysis and coordinate and plan HMIS data management activities on performance of each province's HF TPM.
	Monitoring (TPM) of SEHATMANDI program		 Analyze field data against 11 indicators, incl. compliance with service contract, community awareness, staff quality and availability, government approved guidelines, physical capacity (incl. quantity
	Johannes Ohnmacht johnnes.ohnmacht@parti		and quality of medicine), quality of service provision, management system and overall performance.
	cip.de		Analyze HMIS TPM evaluation surveys.
			 Train and conduct capacity building of HMIS field staff.
			 Assure and control quality of HMIS TPM deliverables.
			 Monitor and report on project progress in all provinces.
			 Coordinate and strengthened project reporting and administration of HMIS component.
02/2019 -	Solidarity for Afghan	Afghanistan	Basic Package of Health Services (BPHS) project
10/2019	Families (SAF)		Data analysis of BPHS project data.
	Planning, Monitoring and Evaluation		 Lead and supervised the Planning, Monitoring and Evaluation (PME) Unit team in all field offices.
	Manager		Coordinated field data collection on HFs.
	Dr. Faramarz Jahanbeen +93 (0) 795389192		 Cleaned, transformed and modelled data incl. using STATA. Assessed the compliance of provincial staff.
			 Ensured that all objectives are strictly tracked in the view of key performance indicators.
02/2018-	KIT Royal Tropical	Afghanistan	Afghanistan Third Party Monitoring (TPM) under SEHAT project:
12/2018	Institute HMIS&HF		 Analyzed TPM data on HMIS and HF functionality verification collected in the field.
	Functionality Verification Field		 Coordinated and planned data management activities and sampling of HFs in 34 provinces for HMIS and community verification.
	Manager Egbert Sondorp		 Provided quality assurance and quality control of field data and data collection, including supply chain management.
	E.Sondorp@kit.nl		 Monitored and reported on project progress and data collection performance in all provinces of Afghanistan.
			 Trained and built capacity of data collection field staff.
	Diam's	-0.140	Decided on recruitment of data collectors in consultation with TM.
			 Developed and maintained the records of data verification, and prepared periodic reports.
			 Worked closely with the MoPH and third party during and after TPM to conduct dissemination workshops.
01/2015 - 02/2018	Silk Route Training and Research	Afghanistan	Third Party Monitoring (TPM) of SEHAT Project (SRTRO) • Analyzed TPM data on HMIS and HF functionality verification
	HMIS&HF		collected in the field.
	Functionality Verification Field		 Coordinated and planned data management activities and sampling of HFs in 34 provinces for HMIS and community verification.
	Coordinator	10.000	Provided quality assurance and quality control of field data and

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Page 61 of 75

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	Dr. Sayed Rahim +93786186898		data collection, including supply chain management. Monitored and reported on project progress and data collection performance in all provinces of Afghanistan. Trained and built capacity of data collection field staff. Decided on recruitment of data collectors in consultation TM.
04/2013 – 11/2014	Silk Route Training and Research BPHS-RBF Technical Officer Dr. Sayed Rahim	Afghanistan	 Data analysis of HMIS and community data from 14 provinces. Managed overall result-based financing (RBF) of data analysis and verification results, incl. development of protocols, revision of instruments. Recruitment of staff, report writing, coordination with the MOPH.
10/2011 – 03/2013	Johns Hopkins Bloomberg School of Public Health Provincial Supervisor Aeraj Feroz +93799340714	Afghanistan	 Coordinated field data collection and analyzed collected data. Cleaned and interpreted against indicators. Managed overall BPHS RBF project at the provincial level, incl. community verification of service delivery and health facility verification of catchments areas. Developed training plan and trained data collectors.
11/2010 – 09/2011	Care of Afghan Families (CAF) Project Coordinator (Kunduz and Takhar provinces) Dr. Nasir Ahmad +93799215264	Afghanistan	Community-Based Tuberculosis DOTS and breastfeeding SGs • Data analysis and coordinated field data collection activities. • Monitored all HFs and community level to ensure proper health service delivery and community awareness. • Checked effectiveness of risk communication activities. • Managed the referral and follow up of positive cases. • Ensured transfer of updated policies and guidelines at HFs.
05/2009 – 11/2010	Care of Afghan Families (CAF) BPHS Cluster supervisor (Takhar) Dr. Ahmad Wali Rasekh wrasekh@gmail.com	Afghanistan	Analyzed collected data (household and HFs) and evaluated the indicators for all health activities regularly. Managed all components of BPHS at HFs level. Coordinated outbreak response, project reporting and capacity building of medical staff; supervised health activities and HFs. Conducted training for BPHS staff.
10/2008 — 05/2009	Care of Afghan Families (CAF) BPHS Cluster supervisor (Badakhshan) Dr. Noor M.Noori dm.director@occd.org.af	Afghanistan	 Analyzed collected data (household and HFs) and evaluated the indicators for all health activities regularly. Managed all components of BPHS at HFs level. Coordinated outbreak response, project reporting and capacity building of medical staff Supervised health activities and hospitals. Conducted training for BPHS staff.
05/2006 — 10/2008	Comprehensive Health Center (CHC) Head of CHC HF Dr. Ahmad Wali Rasekh wrasekh@gmail.com	Afghanistan	 Overall responsibility of the HF located in in Warsaj, Takhar Monitored and collected data from HF, analyzed and interpreted data, and followed up on findings Ensured HMIS recording and reporting Conducted monthly reporting on HF data.

Language Skills:

Language	Reading	Speaking	Writing
English	Fluent	Fluent	Fluent
Dari / Pashtu	Native / Fluent	Native / Fluent	Native / Fluent

Expert's contact information: E-mail: mailto:drsmonir@gmail.com / Mobile +93-777822320

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.

Dr. Sayed Monir

Name of Expert

Signature

Signature

18/08/2020

Date

Eric Sarvan

18/08/2020 Date

Pare of authorized representative

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Page 62 of 75

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APPENDIX C – BREAKDOWN OF CONTRACT PRICE FORM FIN-2 SUMMARY OF COSTS FOR TPM-1 CONTRACT

Form FIN-2 Summary of Costs

	Item	Cost (USD)
Cost of	the Financial Proposal	
(1) Rem	uneration	735,250.00
(2) Recu	irrent costs	386,425.00
(3) Over	106,559.13	
(4) Tota	1,228,234.13	
Indirect	t Local Tax Estimates	
(i)	Business receipts tax (7%) - withheld at source and paid by client on behalf of the Consultant	92,447.73
(ii)	Income tax on non-resident international staff (20%) - to be paid by consultant	NA
(5) Tota	l Estimate for Indirect Local Tax:	92,447.73
(6) Tota	al cost (ceiling) of the Contract (6=4+5):	1,320,681.86

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Form FIN-3: Breakdown of Remuneration

A. R	emuneration					
No.	Name	Position (as in TECH-6)	Person- month Remuneration Rate	Time Input in Person/Month (as in TECH-6)	US Dollars	Notes
Key	Experts					
K-1	Dr. Partamin Manalai	Project Manager (K-1)	6,000.00	12.00	72,000	Full time position
K-2	Dr. Sayed Monir	Technical Manager for Data Analysis (K-2)	3,500.00	12.00	42,000	Full time position
Non	-Key Experts					
N-1	NN	Provincial Officers	750.00	228.00	171,000	Per 6-monthly assessment 2.504 working days needed for data collection at HF level and community level. Based on 22 working days per month this is roughly 228 work month for 1 year = Two six-monthly assessments. See full details provided in separate sheet to MoPH
N-2	NN	Monitors	950.00	64.00	60,800	Monitors needed for 21 days in field per each quarterly assessment
N-3	NN	Data manager	1,250.00	11.00	13,750	
N-4	NN	Data quality checker	750.00	30.00	22,500	
N-5	NN	Finance assistant	850.00	12.00	10,200	
N-6	NN	Logistics assistant	650.00	12.00	7,800	
N-7	NN	Translator English - Dari&Pashtu	850.00	12.00	10,200	
N-8	NN	Software developer	15,000.00	1.00	15,000	Roughly 1 work month (22 working days) for adjustment of ODK software to TPM needs for COVID-19 survey. Additional costs borne by TPM contractor
N-9	NN	Particip project manager & peer reviewer	15,000.00	10.00	150,000	I part time position for project and contract management as well as for peer review of technical deliverables
N- 10	KIT staff	KIT Advisor	20,000.00	8.00	160,000	
-	al Costs of Rei	nuneration			735,250	

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Page 64 of 75

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Form FIN-4: Breakdown of Recurrent Expenses

N°	Type of Recurrent Expenses	Unit	Unit Cost	Quantity	US Dollar	Notes
1	National travel	Month	250	12	3,000	For staff of Kabul office to support in field in case of technical or other issues ad field level
2	Per diem	Day	25	240	6,000	Support to field work by Kabul team in provinces
3	Travel costs Kabul - soft skin vehicle	Month	750	12	9,000	Travel mainly for Kabul office team
4	Report printing - English	Lumpsum	500	1	500	Report printing and binding
5	Report printing - Dari	Lumpsum	500	1	500	Report printing and binding
6	Report printing - Pashto	Lumpsum	500	1	500	Report printing and binding
7	Office rent	Month	500	0	0	
8	Office consumables	Month	750	12	9,000	Consumables for office facilities
9	Office equipment	Lumpsum	3,500	1	3,500	Additional stationary for office
10	Office communication cost	Month	25	60	1,500	25 USD communication cost for Kabul office team (5) per month
11	Safety equipment for data collection staff (masks, hygenic and sanitation,)	Lumpsum	25	272	6,800	Each staff involved in data collection will be equipped
12	Insurances nat staff	Day	15	930	13,950	Approx. 5 staff in Kabul to insure for 186 days
13	Training of trainers for survey	Lumpsum	4,300	1	4,300	Estimated 5 days training for estimated 10 trainees
14	Workshops & training	Lumpsum	80,900	1	80,900	Estimated 15 days training for estimated 130 trainees. Each participant received per diem of USD 25 per training day plus a lumpsum for travel cost reimbursemen tof USD 30 on average. Furthermore, costs for trainers (7 trainers for USD 50 per day) and location of trainings are included (USD 3.500,00 for multiple rooms as venue due to COVID-19 situation)
15	Equipment for data collection (tablets/laptops)	Item	300	150	45,000	I for each enumerator, monitor, & 15% on top in case of theft, damage, etc.
16	Charges for equipment & communication costs for data transfer through mobile devices	Month	25	272	6,800	25 USD charges for approx. 136 devices [102 Pos & 34 Monitors] per survey (2 surveys per year)
17	Refresher training for Provincial Officers and Monitors for 2nd quarterly assessment	Lumps	1	29,075	29,075	See details in separate calculation (115 trainees for 5 days training)
18	Per diem for POs for 6-monthly assessments	Day	15	5,008	75,120	Per diem per work day in the field for Provincial Officers (POs)
19	Travel cost allowance for POs for 6-monthly assessments	Day	10	5,008	50,080	Reimbursement of travel costs per work day in the field for Provincial Officers (POs)
20	Per diem for Monitors for 6- monthly assessments	Day	15	1,408	21,120	Per diem per work day in the field for Monitor.
21	Travel cost allowance for Monitors for 6-monthly assessments	Day	10	1,408	14,080	Reimbursement of travel costs per work day in the field for Monitors
22	International travel Particip project manager	Flight	950	6	5,700	Return flight every 2 month

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Page 65 of 75

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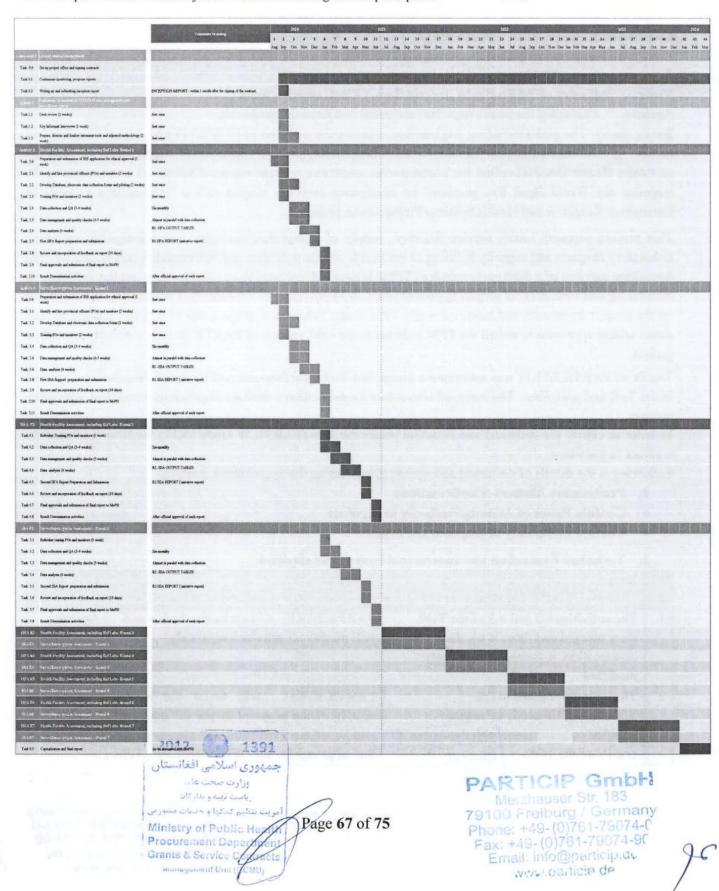
Page 66 of 75

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APPENDIX E:

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Error! Reference source not found. below, presents a detailed work plan with the timeline for each task per activity. The work plan will be further adjusted with MoPH during the inception phase



Appendix E: Minutes of Contract Negotiations

Contract Negotiation Minutes of the Third Party Monitoring (TPM) under the Emergency Response and health system preparedness Project AFG/MoPH/GCMU/COVID-19/35

Consultant Name: PARTICIP GmbH/KIT

First round contract negotiation on August 12, 2020.

Time:

03:30 pm

Venue: Ministry of Public Health, second floor, GCMU meeting room

Agenda: Clarifying the issues regarding technical and financial proposals.

<u>Background:</u> The globe including Afghanistan is facing the outbreak of COVID-19 and Afghanistan has had number of confirmed cases (Coronavirus) in all of the provinces. The Government of Afghanistan/ the Ministry of Public Health (MoPH) 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 Systems Preparedness project".

This project supports health service delivery, supply of equipment, medicine and consumable including Laboratory reagents and capacity building of the health service providers and risk communication activity. The consulting services of a third party monitor (TPM) is required and need to be hired to carry out the verification, monitoring and evaluation of project implementation in 34 provinces of the country. For this purpose, and based on the project documents and being currently TPM under Sehatmandi project, the MoPH has decided to start direct selection process to award the TPM contract to the joint venture of PARTICIP/KIT under the mentioned project.

The JV of PARTICIP/KIT was submitted a Simplified Technical Proposal and Financial Proposal as described in the ToR and guideline. The assigned committee for evaluation / contract negotiation carried out evaluation process.

In order to clarify the technical and financial issues the firm (PARTICIP GmbH/KIT) the firm is invited for contract negotiations.

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

- 1. Preliminary Matters- Confirmations
- · Confirm Power of Attorney/Authority to negotiate
- Confirm availability of proposed key experts

2. Technical Evaluation and contractual issues to be clarified:

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#	Item	Discussion	Conclusion
1	The activities # 2 and # 3 of the TOR were merged and there is no clear demarcation, it should be separately modified	PARTICIP/KIT will revise the Tech 4 and will modify all activities separately	Agreed
2	The activities related to the WHO/UNICEF needs to be more clarified in accordance with the Annex II and IV of the TOR	PARTICIP/KIT will revise the related section of the proposal as per the annex III and IV of the TOR and will clearly define the approaches for WHO/UNICEF TPM	

Page 68 of 75

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		activities in terms of input, process and output (short term).	
3	The activities related to the SPs (daily data reporting) needs to be more clarified in accordance with the Annex I and II of the TOR	PARTICIP/KIT will revise the related section of the proposal as per the annex I and II of the TOR and will clearly define the approaches for verification on daily data reporting activities	Agreed
4	The HF and surveillance system assessment needs to be conducted quarterly basis	PARTICIP/KIT will revise the related section of the proposal and made the HF and surveillance system assessment on quarterly basis.	Agreed
5	Indicator # 2 has not been mentioned in the technical proposal and project work plan as per the TOR	PARTICIP/KIT will revise the related part of the technical proposal and will mentioned indicator # 2 in their TPM activities.	Agreed
6	The CV of the proposed Key-2 is not met the criteria set in the TOR(education) and needs to be replaced accordingly.	PARTICIP/KIT will replace the proposed key staff with a qualified candidate.	Agreed

3. Financial issues to be clarified

#	Item	Discussion	Conclusion
1	The proposed cost for the assignment seems high.	PARTICIP/KIT will revise and attempt to reduce the total cost.	Agreed
2	Consistency has not been considered into decimal and separation of the figures in the financial proposal	PARTICIP/KIT will revise the financial proposal and respect the consistency in all part of the financial proposal.	Agreed
3	Miss calculation has been observed in FIN 3	PARTICIP/KIT will double check the calculation, make correction and submit the revised financial proposal.	Agreed
4	Insurance of the staff	PARTICIP/KIT will be reimbursed based on actual purchase evidence provided to the MoPH.	Agreed
5	As per the guideline, the expenses related to the local cost has not been calculated according to the local currency (AFN)	PARTICIP/KIT will follow the rule of Afghanistan financial law in local payment. Contract amount will be presented in one currency (USD) as proposed by the consultant.	Agreed
6	The breakdown for provincial officers should be provided.	PARTICIP/KIT will provide the breakdown for provincial officers.	Agreed
7	Clarifying tax issue-especially indirect local tax	It is clarified in the financial proposal and will be mentioned in the contract.	Agreed

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Page 69 of 75

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4. Negotiations on contract conditions

#	Item	Discussion	Conclusion
1	Currency of Payment	USD	Agreed
2	Payment Condition and schedule	Payment schedule will be developed by both parties and based on that 4 instalment will be made	Agreed
3	Starting date of the contract	Within two days after signing of the contract	Agreed
4	Contract duration	The time period shall be 42 months and 15 days, starting from within 2 days after signing of the contract. This contract includes 12 months' project work plan with the related cost. for the remaining period of this contract the work plan and its related cost shall be agreed by both parties during the implementation of the first year on yearly basis, subject to availability of fund and satisfactory performance of the consultant. In case of need during the implementation of the project, the current scope of work would be expended, subject to availability of fund and satisfactory performance of the consultant.	Agreed
5	Timing of deliverable	 Inception report will be submitted within one months after the signing of the contract The first assessment/verification report will be submitted at December 2020 The second assessment/verification report will be submitted at July 2021. The End of Project report will be submitted one month after completion of first year of contract 	Agreed
6	Separate Bank account	The general account of the PARTICIP GmbH will be used as a bank account in the contract. PARTICP/KIT will provide the details of the said bank account to MoPH for incorporation in the contract.	Agreed

a. Pending documents and deadline:

- The CV for Proposed Key-2 will be provided by August 15, 2020
- Confirmation letter for key-2 will be provided by August 15, 2020
- Revised work plan by August 15, 2020
- Revised financial proposal by August 15, 2020
- Certified list of JV board of trustee/directors and founders by August 15, 2020
- MoU between JV members by August 15, 2020

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Second round contract negotiation on August 16, 2020.

Time:

01:30 pm

Venue:

Ministry of Public Health, second floor, GCMU meeting room

Agenda:

Clarifying the issues regarding technical and financial proposals.

During the first contract negotiations meeting both parties agreed on some technical/financial points which required the revision of technical/financial proposals. The PARTICIP/KIT had submitted the revised version of the proposals and proposed a new candidate for replacement of the K-2 position. The assigned committee reevaluated the proposals and the CV and found out some points to be further discussed/clarified:

In order to clarify the technical and financial issues the firm (PARTICIP GmbH/KIT) has been invited for second round of contract negotiations.

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

1. Technical issues:

#	Item	Discussion	Conclusion
1	The CV of the proposed K-2 position not met the criteria set in the TOR (work experience) and needs to be replaced accordingly.	PARTICIP/KIT will provide the CV of a qualified and eligible candidate for the k-2 position.	Agreed
2	Sample size and number/type of HFs to be assessed	It was clarified that BPHS/EPHS HFs under Sehatmandi project are not included under this assignment. The hospitals/wards, RRT teams and District Centers (DC) are included to be assessed. The sample size would be: COVID-19 hospitals/wards (100 %) RRTs and DCs (100%) WHO/UNICEF activities (as per the annexes). COVID-19 hospital(s) in Kabul (as per the annex). GCMU will provide the consultant with the list of COVID-19 hospitals/wards, RRTs and DCs.	Agreed
3	Data collection approach, number of teams and number of days spent in each HF/center	It was clarified the structure of the COVID-19 HFs/centre is relatively small than BPHS/EPHS HFs so, less number of data collection teams and time is required.	Agreed

2. Financial issues:

#	Item	Discussion	Conclusion
1 •	The total proposed cost for the assignment seems high and increased from the original proposed budget. There is no details and breakdown for some of the proposed costs under remuneration and	 PARTICIP/KIT will and attempt to reduce total cost. 	

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Page 71 of 75

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- reimbursable (provincial officers, trainings/workshops).
- The proposed unit cost (package/ monthly salary for staff, perdiem, transportation, software development, trainings/workshops) is seems high and need to be revisited and reduced accordingly.
- Number of staff (local and expatriate): due to the nature of the assignment- emergency and that the consultant has already the TPM-1 contract with MoPH, so we assume that limited number of staff is required to be financed under this assignment. The same office/premises would be used for this assignment.
- The MoPH team expect that one international staff (KIT) would be enough to be budgeted under this assignment.
- The training could be provided/ conducted in more efficient approach.
- In order to balance the remuneration and reimbursable costs, it was suggested that the perdiem and transportation costs to be reallocated under reimbursable.

- PARTICIP/KIT will provide the breakdown for the mentioned items.
- PARTICIP/KIT will re-look and reduce the proposed unit costs for the mentioned items.
- PARTICIP/KIT will re-look and reduce the requited number of staff to be budgeted under this assignment

b. Pending documents and deadline:

- The CV for K-2 position will be provided by August 18, 2020
- Confirmation letter for K-2 will be provided by August 18, 2020
- Revised technical proposal including the work plan by August 18, 2020
- Revised financial proposal by August 18, 2020

Third round contract negotiation on August 29, 2020.

Time:

11:00 pm

Venue:

Ministry of Public Health, second floor, GCMU meeting room

Agenda:

Clarifying the issues regarding technical and financial proposals.

During the first and second contract negotiations meeting both parties agreed on some technical/financial points which required the revision of technical/financial proposals. The PARTICIP/KIT had submitted the revised version of the technical and financial proposals and proposed a new candidate for replacement of the K-2 position.

In order to clarify the technical and financial issues the firm (PARTICIP GmbH/KIT) has been invited for third round of contract negotiations.

Following the details of discussed and agreed points during the second negotiations meeting:



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1. Technical issues:

#	Item	Discussion	Conclusion
1	Availability and dedication of key and non-key staff	PARTICIP/KIT confirmed the availability of both key staff and non-key staff from the commencement of the project and will be available during the life of the project.	PARTICIP/KIT confirm the availability and dedication of key and non-key staff for TPM under COVID-19 project.

2. Financial issues:

#	Item	Discussion	Conclusion
1	The Key staff and non-key staff salaries are highly budgeted under FIN-3	PARTICIP/KIT: The overhead/profit of the company, transportation, flight ticket is included in each line. MoPH: MoPH team is not convinced with this and requested for more clarification.	Agreed PARTICIP/KIT will provide the Breakdown and explanation of unit cost of each line budgeted under FIN-3.
2	FIN-3 and FIN-4 (remuneration), reimbursable costs such as transportation, perdiem are PARTICIP/KIT will reimbursable items s		PARTICIP/KIT will shift/budget the reimbursable items such as Perdiem, Transportation under Reimbursable
3	The budgeted amount for software/ dashboard development is high.	As the software (oracle) is the open source and free of charges. However, the consultant need to adapt the software as per the TPM requirement.	Agreed PARTICIP/KIT will cross check and reduce the budgeted cost for adaption of the software and agreed to shift under remuneration (FIN-3).
4	Breakdown and adjustment of reimbursable costs (FIN-4)	It was proposed to adjust and provide breakdown for all the budgeted lines under FIN-4 (such as Training and workshop).	Agreed PARTICIP/KIT will provide the Breakdown and explanation of unit cost of each line budgeted under FIN-4.
5	Timing of submission of Deliverables	The proposed timing for deliverables (First and Second assessment report)	Agreed PARTICIP/KIT will submit the final report for the first round of the assessment in December2020 and for the second round of assessment the final report will be submitted in July 2021.
6	The proposed cost for the assignment is still high	Due limited resources, it was suggested that the total proposed cost need to be reduced.	Agreed PARTICIP/KIT will relook the cost and reduce accordingly.

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Ministry of Published Page 73 of 75

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3. Contractual issues:

1	Payment schedule	Considering the nature of contract, the payment should be linked with	PARTICIP/KIT agreed to divide/allocate the total budget into the	
		deliverables. Meaning that the TPM	four instalments.	
		will receive the instalments based	Inception report	
		submission of relevant deliverables	2. First round of assessment report	
		acceptable for MoPH.	3. Second round of assessment report	
		170	4. End of project report	
2	ToR/scope of	It was discussed that COVID-19	Both parties agreed that if any changes	
	work modification	situation is unpredictable, so the	happens during the life of the project in	
		ToR/scope of work for TPM may	the scope of work from the MoPH side,	
		change during the life of the project.	the contract shall be amended	
			accordingly.	

4. The following points are communicated through emails and has been clarified/considered by the PARTICIP/KIT:

Item	Discussion	Conclusion	
Given that the nature of project is (Emergency Response) with limited resources, the MoPH planned to use direct selection method to recruit Particip/Kit as TPM under Covid-19, because to improve efficiency and utilize the resources of the ongoing contract of TPM1. So, we suggest to fully eliminate the newly added line "Particip project manager & peer reviewer" which was not initially budgeted.	Particip project manager & peer reviewer is required to manage, quality assure and quality control the project. We have changed it to a part-time position to reduce costs; thus increasing our internal risks. We acknowledge this being an emergency project and direct selection. The current financial proposal will not lead to any profit for Particip/KIT; it only covers all costs and might lead to internal loss in case of any deterioration of Covid-19, security or other external situation and factors.	Agreed	
The proportion of the allocated budget for the Survey (Provincial Officers) and Monitors are not consistent. The proposed cost for PO is 272,400.00 while for Monitors is 244,800.00. The cost of monitor is 90 % of PO (surveyor) - What monitor is doing? - What is the monitor job description? - How many sites (HFs/RRTs/DCs) would be post-monitored?	Monitors are the independent "eyes and ears" on the ground for TPM during field data collection as well as during data analysis. This is to ensure data validity, accuracy and consistency. One statistical means for this is re-collection of (minimum) 10% of HF data. We have originally anticipated 1 monitor to cover 2 provinces. In order to reduce travelling time and cost, we adjusted to 1 monitor per province so that monitoring can also be done in parallel in the provinces, if needed. The required time in the field is not determined by number of monitors (the calculation is based on number of working days needed per province). We will adjust this in the technical proposal.	Agreed	

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	We have now reduced input of monitors to 3 full weeks per province (21 days), only; it is not recommended to reduce this further, as it would put monitoring QA system at field level in question.	
The time allocated for Kabul call center (0.5 day), is it sufficient for a call center with the capacity of 76 persons in three shift?	considered	Agreed
Key staff availability	The project key staff (Key-1 and Key-2) should be available in Kabul during the life of the project (Kabul based staff). As they are full time project staff, so they should dedicated to this project activities	Agreed

5. Negotiations Team members:

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

#	Name	Position/ Designation	Cell#	Signature
1	Ghulam Mustafa Burhani	Finance Specialist	0700518080	
2	Dr. Mohammad Hafiz Rasooly	NDSR coordinator	0798036038	
3	Dr. Ahmad Khalid Enayat	Sr. Grant Management Specialist	0700287828	
4	Dr. Beezhan Ahmady	Sr. Grant Management Specialist	0798508210	
5	Dr. Mohammad Taleb Noori	Sr. Performance Management Specialist	0700294741	

b. For and on behalf of PARTICIP GmbH/KIT:

#	Name	Position/ Designation	Call Number	Signature
1	Dr. Konrad Juszkiewicz	Team leader for TPM	0785573801	
2	Dr. Sohrab Safi	BSC field manager	0784896584	
3	Mr. Johannes Ohnmacht	Project Director for TPM	+49761790740	Connected via skype

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Page 75 of 75

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