

ISLAMIC REPUBLIC OF AFGHANISTAN MINISTRY OF PUBLIC HEALTH

Project Name: Afghanistan COVID-19 Emergency Response and Health Systems Preparedness Project in Zabul province

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

Contract No: AFG/MoPH/GCMU/COVID-19/31

Lump-Sum CONTRACT FOR CONSULTANT'S SERVICES DIRECT SELECTION

Between

Ministry of Public Health (MoPH)

and

Agency for Assistance and Development of Afghanistan (AADA)

Funded by: International Development Association (IDA)

Dated: July 29, 2020



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I. Form of Contract

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This CONTRACT (hereinafter called the "Contract") is made the *July 29, 2020*, between, on the one hand, *the Ministry of Public Health (MoPH)* (hereinafter called the "Client") located at *Great Massoud Square, Kabul, Afghanistan* and, on the other hand, **Agency for Assistance and Development of Afghanistan (AADA)** (hereinafter called the "Consultant") located at House # 33, PD 4, Second part of Kart-e-Parwan, Ghazi Ayob Khan female high school lane, Kabul, Afghanistan (hereinafter called the "Consultant or Service Provider").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Terms of Reference

Appendix B: Progress Report Formats

Appendix C: Key Experts

Appendix D: Breakdown of Contract Price

Appendix E: Work plan

Appendix F: Minutes of Contract Negotiations

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

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2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular: (a) the Service Provider shall carry out the Services in accordance with the provisions of the Client shall make payments to the Service Provider in accordance with the (b) 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 Ahmad Farid Fayez, Sr. grant Management specialist, GC Attested by: Dr Niaz Mohammad Naeb Acting head of GCMU Checked by: Mr. Adillyar Shekib, Procurement director of MoPH Reviewed by: Mr. Hamed Hameedi, Sr. Par ement and Finance advisor to the Minister For and on behalf of Ministry of Public Health Dr. Ahmad Jawad Osmani Acting Minister of Public Health For and on behalf of Agency for Assistance and Development of Afghanistan (AADA) Dr. Yasamin Yousofzai General Director (AADA)



قرارداد پروژه پاسخ دهی عاجل و آماده سازی سیستم صحی COVID-19 در ولایت زابل

در صورت بروز كدام تفاوت در بين اسناد، جهت اولويت موارد، ترتيب ذيل بايد در نظر گرفته شود: شرايط خاص اين قرار داد، شرايط عمومي اين قرار داد، بشمول ضميمه 1، ضميمه A، ضميمه B، ضميمه C و ضميمه F هر آن ماخد دیگر شامل این قرار داد، در جای که شرایط اجازه دهد، ماخذ به ضمیمه های آن،

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

- a) مشاور (موسسه تطبیق کننده) خدمات را باید در مطابقت به این قرار داد عرضه نمایند، و
- b) مشتری (وزارت صحت عامه) اقساط پول را باید در مطابقت به این قرارداد پرداخت نمایند.

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

تهیه و ترتیب توسط: داکتر احمد فرید فائز، کارشناس ارشد مدیریت قراردادها

تصدیق توسط: داکتر نیاز محمد ناتب، سرپرست آمریت خدمات مشورتی و تنظیم کمکها

برسى توسط: عادليار شكيب، رئيس تهيه و تداركات وزارت صحت عامه

مرور توسط: حامد حمیدی، مشاور ارشد تهیه و تدارکات و مالی مقام وزارت

از جانب وزارت صحت عامه

دوكتور احمد جواد عثماني

سرپرست و نامزد وزیر صحت عامه جمهوری اسلامی افغانستان

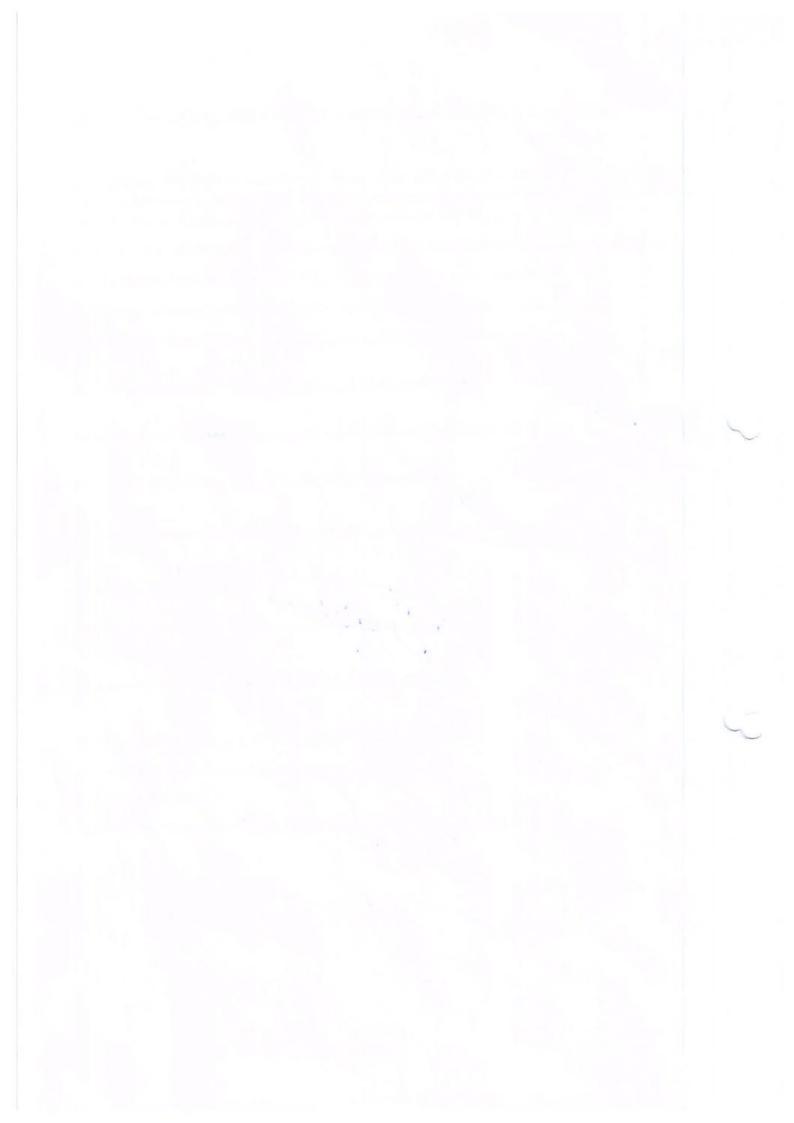
از جانب موسسه همكارى و انكشاف براى افغانستان (AADA)

دوكتور ياسمين يوسفزى

ریس عمومی موسسه همکاری و انکشاف بوّاکی (AADA

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II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- (b) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) "Contract" means the legally binding written agreement signed between the Client and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) "Day" means a working day unless indicated otherwise.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Service Provider or JV member(s) assigned by the Service Provider to perform the Services or any part thereof under the Contract.
- (j) "Foreign Currency" means any currency other than the currency of the Client's country.
- (k) "GCC" means these General Conditions of Contract.

(I) "Government" means the externment of the Client's country of Ass

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- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Service Provider or its Sub-Service Provider to perform the Services or any part thereof under the Contract.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "Sub-Consultant" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- 2. Relationship between the **Parties**
- Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultant, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract
- This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language
- 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
- The headings shall not limit, alter or affect the meaning of this 5.1. Contract.
- 6. Communications
- Any communication required or permitted to be given or made 6.1. pursuant to this Contract shall be in writing in the language specified

in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption
- 10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees
- 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
- B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT
- 11. Effectiveness of Contract
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC,

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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 event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fuffill any of its obligations hereunder shall not be considered to be a breach of, or default under, this

Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken 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.

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19. Termination

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

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

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- after receiving written notice from the Consultant that such payment is overdue.
- (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:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

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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-Consultant as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultant as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultant, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country;
 - (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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Commissions, Discounts, etc. Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant , shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultant not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultant shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant

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

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- 24. Insurance to be taken out by the Consultant
- 24.1 The Consultant(i) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultant to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub Consultant to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub Consultant 'attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations
- 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records
- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the

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

28. Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANT

- 29. Description of Key Experts
- 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-Consultant
- 31.1 If the Client finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-Consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

- Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the consultant to perform the Services.
- 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.
- 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.
- Assist the consultant and the Experts and any Sub-Consultant employed by the consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- Assist the Consultant, any Sub-Consultant and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

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, collection will be

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

- 34. Change in the Applicable Law Related to Taxes and Duties
- 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
- 35. Services, Facilities and Property of the Client
- 35.1 The Client shall make available to the consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
- 36. Counterpart Personnel
- 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the consultant that is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation
- 37.1 In consideration of the Services performed by the consultant under this Contract, the Client shall make such payments to the consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

E, PAYMENTS TO THE CONSULTANT

- 38. Contract Price
- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

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39. Taxes and Duties

- The Consultant, Sub-Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 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
- 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.
- The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
 - 41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
 - 41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the consultant within the same sixty (60) days period. The consultants hall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
 - 41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to

the Consultant specifying in detail deficiencies in the Services, the

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

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

42. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

45. Dispute Resolution

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



II. General Conditions Attachment 1 Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - "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-Consultant, sub-contractors, consultants, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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- 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;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or consultant of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), Consultant, contractors, and suppliers, and their sub-contractors, sub-Consultant, consultants, suppliers, agents personnel, permit the Bank to inspect³ 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.

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.

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 activity 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 forthal) declared 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.

III. Special Conditions of Contract

Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract						
1.1(a)	The Contract shall be construed in accordance with the law of Afghanistan.					
4.1	The language is: English.					
6.1 and 6.2	The addresses are:					
	Client: Ministry of Public Health Great Massoud Square, Kabul Afghanistan					
	Attention: Dr. Ahmad Jawad Osmani Acting Minister of Public Health					
	Facsimile: Not Applicable E-mail: info@gcmu-moph.gov.af					
2	Consultant: Agency for Assistance and Development of Afghanistan (AADA) House # 33, PD 4, Second part of Kart-e-Parwan,					
77	Ghazi Ayob Khan female high school lane, Kabul, Afghanistan Attention: Dr. Yasamin Yousofzai, General Director, AADA					
	Facsimile: Not Applicable					
	E-mail: aada.kabul@gmail.com Phone No: +93(0) 700012254 Nationality: Afghanistan					
8.1	The Lead Member on behalf of the JV is: N/A					
9.1	The Authorized Representatives are:					
	For the Client: dr. Ahmad Jawad Osmani, Acting Minister of Public Health					
	For the Consultant: Dr. Yasamin Yousofzai, General Director,					
11.1	The effectiveness conditions are the following: After signing of the contract, the Service Provider shall mobilize the contract by August 3, 2020.					
12.1	Termination of Contract for Failure to Become Effective:					

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	The time period shall be seven (7) calendar days from date of contract			
	signature.			
13.1	Commencement of Services: after signing of the contact (August 3, 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 four years (45 months) starting from August 3, 2020 till, March 30, 2024.			
	Note 1: This contract includes six-month project work plan with the related cost. For the remaining three and half years, the work plan and its related costs shall be agreed by both parties during the implementation of the initial six-month and subsequent years, subject to availability of funds and satisfactory performance of the service provider; the contract will be amended for a period of rest of the consecutive years on yearly basis.			
	Note 2: In case of need during the implementation of the project, the current scope of work would be expanded, subject to availability of fund and satisfactory performance of the consultant; in which case the Work Plan and ToR will be revised to revise the scope of services for the respective year/s.			
17.1	COVID – 19 pandemic for which the contract is awarded, cannot be invoked under the clause.			
19.1	Termination of contract Failure to achieve the specified targets for indicators will trigger disciplinary actions by the MoPH which could lead to termination of the contract.			
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23.1	No additional provisions.			
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of equal to contract ceiling;			
	 (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Service Provider or its Experts or Sub-Service Provider, with a minimum coverage of USD50,000.00 (c) Third Party liability insurance, with a minimum coverage of ten (10) percent of the contract value; 			
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	(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-Service Provider in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident travel or other insurance as may be appropriate; and					
	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.					
27.2	The Service Provider shall not use these for purposes unrelated to this Contract without the prior written approval of the Client.					
30.2	The replacement of a key staff shall be based on meeting the minimum qualification and experience criteria indicated in the ToR.					
38.1	The Contract amount for the 6 months is: (AFN 37.012.750) Thirty seven million twelve thousand seven hundred and fifty) Afghani only;					
	 i. Contract Price for COVID-19 EMERGENCY Response and Health Systems Preparedness Project is: AFN 33,794,250 fixed inclusive of all local direct taxes as per the break-down provided in Appendix D. ii. Contingency fund (10%) of contract price (bullet # i mentioned above): AFN 3,218,500 to be reimbursed according to the item under (Para E Contingency fund) of the ToR incorporated in this contract 					
	iii. Total cost of the Contract (iii=i+ii) AFN 37-012-750					
8	All above costs are fixed inclusive of local direct taxes and exclusive of local indirect taxes.					
	Contract will be amended (as and when required) to cover the costs for the consecutive years as per respective work plans; accordingly the work plan and ToR will be revised on yearly basis.					
39.1 and 39.2	The Client warrants that the Consultant, the Sub-Service Provider and the Experts shall be exempt from any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-Service Provider and the Experts in respect of:					
	(a) any payments whatsoever made to the Consultant, Sub-Service Provider and the Experts (other than nationals or permanent residents					

قرارداد پروژه پاسخ دهی عاجل و آماده سازی سیستم صحی COVID-19 در ولایت زابل

24.1	پوشش بیمه در مقابل خطرات باید به ترتیب ذیل باشد:
	پرسس بینه و تنظیم مسلکی با کمترین پوشش مساوی به سقف قرارداد (a
	b) مکلفیت بیمه وسایل ترانسپورتی جناح ثالث درصورت که وسیله توسط مشاور یا متخصص مربوطه آن و ی
	هم توسط قراردادی فرعی آن در کشور مشتری فعالیت مینمایند کمترین پوشش آن 50000 دالر امریکایی
	میباشد،
	(c الزاميت بيمه جناح ثالث، با كمترين پوشش (10) فيصد پول قرارداد ميباشد،
	d مکلفیت بیمه استخدام کننده و جبران کارمندان با در نظرداشت متخصصین و قراردادی فرعی آن در
	مطابقت به تامین و عملی نمودن قانون کشور متشری و همچنان متخصصین در باره زنده گی صحت
	تصادم، سفر ویا هم دیگر بیمه که مناسب باشد و
	e) بیمه در تاوان و یا تخریب به 1) وسایل خریداری شده مکمل و یا هم بخش آن از بودجه تحت این قرارداد
	2) ملکیت مشاور که برای ارائه خدمات استفاده شده باشد و 3) یا هم اسناد که توسط مشاور در تهیا
	خدمات آماده شده باشد.
27.2	مشاور نمیتواند این اسناد را در مقاصد غیر مربوطه این قرارداد بدون اجازه رسمی و منظوری مشتری استفاده نمایند
30.2	تعویض پرسونل کلیدی پروژه در مطابقت به معیارات مندرجه سند لایحه وظایف (ToR) باید صورت گیرد.
38.1	مقدار پول این قرارداد برای شش ماه نخست قرارداد (37,012,750 افغانی) مبلغ سی و هفت میلیون و دوازده
	هزار و هفتصدو پنجا افغانی است.
	i. قیمت قرارداد برای پروژه پاسخ دهی عاجل و آماده سازی سیستم صحی COVID-19 (COVID-19
P	افغانی) بشمول تکس های مستقیم داخلی مطابق تشریح که در ضمیمه D داده شده است.
1	ii. بودجه احتياطي (10%) قيمت قرارداد (بولت شماره i كه در فوق تذكر رفته): 3,218,500 افغاني است
	که مطابق (ماده E بودجه احتیاطی) لایحه وظایف یا ToR این قرارداد باید تادیه گردد.
	iii. قيمت مجموعي اين قرارداد (iii=i+ii) 37,012,750 افغاني
	تمامی قیمت های فوق الذکرشامل تکس های مستقیم داخلی است و تکس های داخلی غیر مستقیم در آن شامل
	نميباشد.
	قرارداد (مطابق به ضرورت و نیاز زمانی) تعدیل خواهد شد تا مصارف سالهای بعدی طبق پلان های کاری مربو
	تامین گردد؛ پلان کاری و لایحه وظایف سالانه تجدید نظر میشود.
9 39.1	مشتری (وزارت صحت عامه) تضمین میدارد که: موسسه مشاور, موسسه قراردادی فرعی و پرسونل از پرداخت تکس غیر مینتهم مالیات فیس و تکس بر عایدات و دیگر جریمه های که تحت قانون نافده کشور در باره موسس
39.2	مشاور, موسطه قرار دادی فرعی و پرسونل وضع گردیده ، در مواردی آتی معاف میباشد:
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- of the Client's country), in connection with the carrying out of the Services;
- any equipment, materials and supplies brought into the Client's (b) country by the Service Provider or Sub-Service Provider for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them:
- any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- any property brought into the Client's country by the Consultant, any Sub-Service Provider or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:
 - (i) the Consultant, Sub-Service Provider and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and
 - (ii) if the Consultant, Sub-Service Provider or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Service Provider or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.

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

> Due date for Amount and of instalmen submission of Percentage of the contract price progress (mentioned in bullet activity report and invoices i of SCC 38.1)

Deliverables

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1st instalment	Two (2) days after signing of the contract	Thirty percent (30%) of the contract price (mentioned in bullet i of SCC 38.1)	1-Upon submission of commitment letter from SP Trustee Board accepted by MoPH; will be treated as mobilization costs for setting up of facilities, equipment, medicines, doctors and other resources. 2-This installment will be made full payment and then will be adjusted in the 2 nd installment based on the TPM verification report.
2 nd instalment	Mezan 12, 1399 (Oct 3,2020)	Sixty percent (60%) of the contract price (mentioned in bullet i of SCC 38.1)	1-Upon submission and acceptance of relevant monthly activity reports; for the previous quarter; meeting the minimum requirements as laid down in the ToR and progress on the implementation of work plan. 2-This installment will be made full payment and then will be adjusted in the 3rd installment based on the TPM verification report. 3-After verification by the TPM; Excessive costs if any given during the first installment will be adjusted in this installment.
3rd (final) Instalment	Dalwa 15, 1399 (Feb 3, 2021)	Ten percent (10%) of the contract price (mentioned in bullet i of SCC 38.1)	1- Upon submission of relevant monthly activity reports and end of the first six-month project reports accepted by MoPH and after due verification by the TPM. 2-After verification by the TPM; Excessive costs if any given during the 2nd instalment will be adjusted in this instalment.

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

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

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

Note 4: Contingency fund: AFN 3,218,500 to be reimbursed according to the para E of the ToR in this contract.

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

	Note 5: Payment schedule will be re-drawn for the consecutive years of the contract period with revised work plan and ToR; both of which will be part of the amended contract, as and when agreed between the particle.					
41.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: The first payment should be done upon submission of inception report but the payment after inception report whose laid the mobilization and implementation of the project, therefore, commitment letter from Service Provider trustee board should be submitted to process the first payment.					
41.2.4	The account for local currency is: Account Name: AADA-COVID-19-Zabul Bank Name: Azizi Bank Bank Address: Zanbaq Square, Kabul City Afghanistan Account number: 003801101600167 Currency of account: AFN Swift Code: AZBAAFKA Correspondent Bank: TRANSCAPITAL BANK, MASCOW RU Note: The Service Provider shall maintain two separate bank Accounts for each contract, one for their Kabul office (which is stipulated in this contract and MoPH will transfer the installments to this account) and another for their provincial office and all transactions for the contact shall be through these accounts only. The bank statement shall be submitted along with quarterly financial reports.					
42.1	The interest rate is: NA					
45.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs—Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than live (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.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Provider shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been 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
- (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.
- 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.



IV. Appendices

Appendix –A TERMS OF REFERENCE

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

A. Background

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

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

WHO announced COVID-19 outbreak a pandemic on March 11, 2020. As of today, July 22, 2020, around 15 million people have been sickened in 213 countries and more than 600,000 have died of the coronavirus and more than 9 million people have recovered, the World Health Organization (WHO) and figures from health officials.

Afghanistan has had around 35,000 confirmed cases of COVID-19 (Coronavirus). Kabul province has the highest number of confirmed cases.

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

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

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

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

B. OVER ALL OBJECTIVES

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

The specific objectives of this project are:

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

C. INDICATORS and TARGETS FOR SP:

No	Indicators	Baseline	End Targets	Means of Verification	Timeline	Remarks
1	Percentage of samples transferred to Lab facilities from all suspected cases	0%	100%	Progress reports	Monthly	As per MoPH updated protocol
2	Percentage of identified contacts who are successfully traced	0%	70%	Progress reports	Monthly	
3	Number of active beds for isolations and case management of COVID- 19	20 Beds	20 Beds	Progress reports	Monthly	
4	Percentage of isolation beds dedicated for ICU for managing of critical cases of COVID-19	25 %	25 %	Progress reports	Monthly	
5	Number of technical staff (Health workers) recruited for COVID-19 project	0	37	Progress reports	Monthly	Disaggregated by profession and gender
6	Availability of equipment (both medical and non-medical) as per the specified guideline	0	100%	Progress, reports	Monthly	The medical equipment will be provided by UN

	for managing of COVID- 19					
7	Number of people trained for COVID-19	0	56	Progress reports	Monthly	Disaggregated by profession and gender
8	Percentage of HFs comply with IPC protocols		100%	Progress reports	Monthly	Verified by TPM
9	Proportion of population able to identify three key symptoms of COVID-19 and/or seasonal influenza and three personal prevention measures (as assessed by TPM).		50%	Progress reports	Monthly	Verified by TPM

D. SCOPE OF SERVICES

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

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

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

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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:

- Passive surveillance: all health facilities are responsible to report immediately any suspected cases that match with the case definition of COVID-19 to the district RRT.
- ii. Contact tracing: Contact tracing shall be done to identify suspected secondary cases and in case of developing signs and symptoms with immediate evacuation/referral to isolation center located at provincial/district level based on MoPH developed guideline.
- iii. Follow up of people in home quarantine: The service provider to follow the suspected people at their residence and provide health education through CHWs network. In case of developing any signs and symptoms to be referred to the isolation centers. See the home quarantine guideline of MoPH.
- Taking samples and transfer it to the nearest reference lab facility: The SPs need to iv. 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.
 - Service provider shall provide remuneration, risk benefit, food cost and other benefits ٧. defined in approved guideline. Winsh of Public,

- vi. Service provider shall budget running cost including minor renovation and maintenance of the COVID-19 isolation ward in the hospital.
- vii. WHO guideline for case management shall be implemented accordingly.

5. Infection prevention and control measures at the health facilities level:

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

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

viii.

Province	Hospital/Ward (at provincial level)	Location	District centres (with functional RRT)	Location (to be proposed by SP based on the priority)
Zabul	20 Beds	TBD	4	TBD

^{*}Number and location of district centers with functional RRT will be specified agreed during the contract negotiation.

E. Contingency fund:

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

This allocated contingency fund will be released based on the Service Provider request/proposal and MoPH/GCMU prior approval as per the need during the contract execution. Based on COVID-19 spreading in the province, the Service Provider needs to prepare a specific work plan including indicators to be tracked during implementation/utilization of the contingency funds.

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F. LOCATION AND DURATION OF SERVICES

The above mentioned services will be delivered to the entire population in Zabul province, including returnees, Kochies, prisoners and IDPs. The contract is for four years starting from July 29, 2020 till March 31, 2024. This contract includes six-month project work plan with its related cost.

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

G. COMPLIANCE WITH TECHNICAL GUIDELINES

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

H. QUALIFICATIONS OF KEY PROFESSIONAL STAFF:

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

Qualifications and Experiences of key professional staff:

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

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

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

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

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

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

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

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

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

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

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

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

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

K. REPORTING REQUIREMENTS AND SCHEDULE FOR SUBMISSION

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

- 1. 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.
- 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.

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

Consumables for ICU patients			Consumables for Mild and Moderate patients
#	Item	#	Item
1	Thermometer infrared	1	IV cannula (20, 22,24)
2	IV Chamber	2	Oxygen Mask disposable
3	Micro Drop	3	Nebulizer Mask (different Size)
4	IV cannula (20, 22,24)	4	Syringe 10cc with needle
5	Oxygen Mask disposable	5	Syringe 5 ml with needle
6	Filters for circuit of Ventilators	6	Wooden Tongue Depressor, 100/Pack
7	Urine Bag	7	Safety box
8	Foley Catheter Different Size	8	ECG Paper, 11 kmm wighth Leucoplast (large), 7.5cm x 5 m 2 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
9	Swab Sterile	9	Leucoplast (large); 7.5cmx5mq 300

10	Nebulizer Mask (different Size)	10	Povidone -Iodine 7.5% (Sol), 450 ml
11	Oxygen Nasal Cannula (different Size)	11	Gas Pad 10X10 cm X 8 layer/pack
12	Suction Catheter (different Size)	12	Alcohol Pad, 200/ Box
13	Syringe 10cc with needle	13	Disposable Cap, 100/ Pack
14	Syringe 5 ml with needle	14	Oxygen Gas 2000 Pound
15	Syringe 60 ml with needle	15	Cotton role (Medical)
16	Syringe 50 ml with needle		Laboratory Regents
17	Syringe 20 ml with needle	#	Item
18	Wooden Tongue Depressor, 100/Pack	1	Glucometer strip, on call plus
19	Safety box	2	Diluent (Hematology Analyzer) reagent, Mindray or (equivalent) 20lit/bottle
20	ECG Paper, 111mm width	3	E-Z Clenser (Hematology Analyzer), 1*100 m Mindray or(equivalent)
21	Leucoplast (large), 7.5cmx5m	4	Lyse (Hematology Analyzer)reagent, 500ml/bottle Mindray or equivalent
22	Povidone -Iodine 7.5% (Sol), 450 ml	5	Rinse (Hematology Analyzer)reagent, 20 liter/gallon Mindray or (equivalent)
23	Gas Pad 10X10 cm X 8 layer/pack	6	probe clener, 1*17 ml/bottle
24	Alcohol Pad, 200/ Box	7	APTT, 6X2ml vial/kit
25	Disposable Cap, 100/ Pack	8	PT, 10X2ml vial/kit
26	Airway Guider different size	9	Bilirubin total, 5*20ml/kit
27	Endo tracheal tube without cuff	10	(SGPT)ALT, (5*80 mL) / Kit
28	NG tube different size	11	(SGOT)AST, (5*80 mL)/Kit
29	ECG 50 pad/pack	12	ALP(Alkaline phosphatase), (5*80 mL) / Kit
30	Center line catheter different size	13	Albumin, 5*25ml / kit
31	Tracheostomy kit	14	Total protein, 5*25ml bottle/kit
32	Battery for laryngoscope middle size	15	Cholesterol, 1*2-250ml bottle/kit
33	ECG gel 4000cc	16	Triglyceride, 1*2*250ml bottle/kit
34	lidocaine gel	17	Urea reagent, (5*80 mL)/Kit
35	Oxygen Gas 2000 Pound .	18	Creatinine reagent, (5*80 mL) / Kit t
36	Tourniquet	19	PT Tube, 100Pic/Box
	X-Ray Requirement	20	Calcium Tube, 1*500piece/box (Glass tube)
#	Item	21	Vacutainer tube with EDFA, 1*100 (glass) piece/box
1	X-Ray film 30*40' blue	22 -	Gel Tube +Clot Activator, 1*100 piece/Box
2	X-Ray film 30*24' blue	23	ESR tube disposable1*100peice/box
3	X-Ray film 18*24' blue	24	Yellow Tips, Disposable, 1000/Pack ASSI
4	Fixer, 5 Liter/gallon	25	Blue Tips Disposable, 1000/Pack

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5	Developer, 5 Liter Gallon	26	Micro/Macro Pipit, 10-100 and 100-1000 Micron
6	X-Ray Film, Laser, 14 *17		PPE for Health Care Staff
7	X-Ray Film, Laser, 10*8	#	Item
8	X-Ray Film, Laser, 10 *12	1	Mask N 95
9	Cassette for CR 14 *17	2	Surgical Mask
10	Cassette for CR 10*8	3	PPE kit (Overall Gown sterile, Hair cover Cap, Apron Face shields)
11	Cassette for CR 10 *12	4	Hand Sanitizer 500 ml
		5	Gloves latex non sterile, Size SML (50 pairs/Box)
		6	Shoes Cover
		7	Body Bag

List of Equipment and Medicine which will be provided by MoPH through ADB fund under COVID-19 Project

	Equipment		Medicine
Med	lical Equipment for ICU wards		Medicine for ICU Patients
#	Item	#	Item
1	Patient Monitor	1	Inj. Azithromycin 500 mg
2	Patient Monitor with etCo2	2	Tab Azithromycin 500mg
3	CMS system for Patient Monitor	3	Tab. Hydroxychloroquine sulfate 200mg
4	Auto C PAP machine	4	Inhaler salbutamol
5	Ventilator Machine	5	Amp ipratropium Nebulizer solution
6	Ventilator Machine face mask	6	Tab Ribavirin 400mg
7	Oxygen Concentrator 10Liter	7	Amp. Norephniniprin 4 mg
8	Ambo bag Different size	8	Amp Dopamin200mg
9	Infusion pump	9	Amp. Atropine 1 mg/1ml
10	Nebulizer Machine	10	Amp. Adrenalin 1mg/1ml
11	Defibrillator Machine	11	Vial. Propanol 200mg/20 ml
12	Suction machine	12	Vial. Ketamine 50mg/2ml
13	PH meter portable small	13	Vial ceftriaxone 1g
14	Oxygen Regulator	14	Amp. Midazolam 5 mg
15	Spirometer	15	Amp. Morphine
16	Emergency trolley (Turkey)	16	Amo. Sodium Bi Carbonate 7.5%50 ml
17	Laryngoscope (Adult & Peds. Size)	17	Vitamin C, 500mg in 5 ml inject Solution
18	Bronchoscope	18	Serum Ringer 1000cc with set
19	Patient bed	19	Serum Glucose 5% 1000cc with set
	ipment for General Wards for I and Moderate Cases	20	Inj. Glucose 25%/20ml
#	Item	21	Inj. Paracetariol 500mg
1	Patient Beds	22	Sol. Metronidazole 200 mg/100 ml
2	3 Channel, Digital ECG, Machine With Trolley(original)	23	And Furgsemide 20mg/2ml

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







Appendix-B

A. INCEPTION NARRATIVE REPORT

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

1. Description

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

2. Assessment of implementation of activities

2.1. Activities and results

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

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

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

Year						
		Quar	ters/ Month	S		
Activity	1	2	3	4	5	6
Example						
Preparation Activity 1(title)						
Execution Activity 1(title)						
Preparation Activity 2 (title)						
Etc.						

3. Partners and other Co-operation

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

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Other third parties involved

	- Other time parti	es involved				
3	.4. Where applicable, or	utline any links yo	ou have d	eveloped wi	th other actio	ons
Signa Loca Date	e of the contact person for ature:					
	В.	Monthly Activ	vity Pro	gress Repo	rt Format	
		Islamic Repo Ministry		-	n	
^^^^		Monthly Act	tivity Pro	gress Report		
Provi Servi Phon	ce Provider (Leading Ag	Organization (s): gency): Email:	:	Contact De	etails:	ay/month/year)
	authorized representa	tive who signed	the contr	act).	mped, and i	intialled by the
Date	e the report received at	Completeness	of the rep	oorts:		
	mitted by:	Report Name		Hard copy enclosed	Soft copy enclosed	Copied to PPHD: Yes / No
Subi	mitted to:	Monthly Activi Report				
	ne/Signature/Designation:	Financial Repo	rt			
SEC Prov	TION I: INDICATO	R(S): Month:	1	15	Year:	
	e of Indicators and T			1)	
No	Indicato		Baseline	Achievem	ent End	Remarks
1	Percentage of samples tra facilities from all suspect		0%		Targets	As per MoPH updated protocol
2	Percentage of identified of successfully traced	contacts who are	0%		70%	
3	Number of active beds for case management of CO		20 Beds		20 Beds	1,
4	Percentage of isolation be ICU for managing of crit COVID-19		25 %		At least 25 %	23/38/39/25 303
5	Number of technical staff recruited for COVID-19		- 0		37 Staff	Disaggregated by profession and gender
6	Availability of equipmen and non-medical) as per guideline for managing o	the specified	2012	المرادي	100%	The medical equipment will be provided by UN
			SE SE SE	nistry men De	Partner Contract	AADA

7	Number of people trained for COVID-19	0	56	Disaggregated by profession and gender
8	Percentage of HFs comply with IPC protocols		90%	Verified by TPM
9	Proportion of population able to identify three key symptoms of COVID-19 and/or seasonal influenza and three personal prevention measures (as assessed by TPM).	7 - 100	50%	Verified by TPM

SECTION II: NARRATIVE SECTION

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

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

SECTION III: TRAININGS COMPLETED DURING THIS REPORTING PERIOD:

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

SECTION IV: KEY STAFF OF THE PROJECT:

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

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

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

2012 July State of Public Bender Control

C. Quarterly Financial Report Format Financial Report Summary Sheet

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

Sr.No	Budget Item (Major	Origina 1	Total Fund	Expens es in This	Cumula tive To Date (exclud	Total Expense	Remai Fund Installi Recei	vs. ment	Remai Budge Total B	t vs.
	Categorie s)		Receive d	Quarter	ing current quarter)	s To Date	in Amou nt	in %	in Amou nt	in %
1	Remuner ations	Xxx	Xxx	Xxx	XXX	Xxx	Xxx	XXX	Xxx	Xxx
2	Recurren t	Xxx	Xxx	Xxx	XXX	Xxx	Xxx	XXX	Xxx	Xxx
3	Capital	Xxx	Xxx	Xxx	XXX	Xxx	Xxx	XXX	Xxx	Xxx
Gran	d Total	Xxx	Xxx	Xxx	XXX	Xxx	Xxx	XXX	Xxx	Xxx

Prepare d By Name: Designa tion: Checke d By Name : Design

ation:

Approv ed By Name: Designat

ion:

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AADA



ASSETS LIST REPORT

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

Funding Agency:

XXX

XXX

Implementing Agency:

XXX

Project Name:

XXX

Province Name:

Activity Name:

XXX

Contract Number:

XXX

Currency:

XXX

Component (Combined or Solo)

Xxxx

N 0.	Invo	Invo ice Date	Stat us	Asset Name	Specifica tions	Co st in Afs	Q ty	Ser ial No	Inven tory No / Tag #	Suppli er	Curren t Locatio n	User / Recei ver	Rem arks
1													
2													
3													

Prepared By

Checked By

Approved By

Name:

Name:

Name:

Designation:

Designation:

Designation:

Design



WITHHOLDING TAX SHEET

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

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

		Total	Wish - Di-	Tax S	tatus	D	
No.	Particulars	Total Expenses	Withholding Tax	Tax deposited	Tax Payable	Deposited Tax Voucher No.	Remark
1	Remunerations						
2	Recurrent						
3	Capital						
	Total				_		

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

Prepared By Checked By Approved By Name: Name: Name: Designation: Designation: Designation:

TY II. PPMI

2012 Space 1999 Service Contracts

Ministry of Public Health

Procured Service Contracts

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BANK RECONCILIATION STATEMENT

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

Funding Agency:

XXX

XXX

Implementing Agency:

XXX

Project Name:

XXX

Province Name:

 $\Lambda\Lambda$

Activity Name:

XXX

Contract Number:

XXX

Currency:

XXX

Component (Combined or Solo)

Xxxx

Closing balance as per bank statement as on XX/XX/XXXX (Main Account)

XXXXX

Adjustments:

Add:

(Provincia Account Balance, Cash On hand, Received Loan etc)

XXXXX

Less:

(Paid Loan, etc)

Adjusted/Corrected

Balance per Bank

XXXXX

Closing balance as per Book (Summary Sheet) as on XX/XX/XXXX

XXXXX

Adjustments:

Add:

Payable (Salary, Suppliers, etc)

Less:

Charges and etc ()

XXXXXX

Adjusted/Corrected

Balance per Book

XXXXX

Difference

XXX

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

Prepared By

Checked By

Approved By

Name:

Name:

Name :

Designation:

Designation:

Designation:

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





Form TECH-6: Team Composition, Assignment, and Key Experts' Inputs (Zabul, 6months)

	Expert's Inpu	ıt (in pe	rson/month)	Expert's Input (in person/month) Per each Deliverable (Listed in Tech-5)	rable (Listed in	Tech-5)				Totalt	Total time-input (M)	t (M)
No Name	Position		MI	M2	M3	M4	MS	M6	Cont.	Home	Field	Total
KEY EXPERTS	S											
	Technical	Home			0.4					0.4		4
K.I. Dr.Hezbullan Manager	Manager	Field	-	-	9.0	1	-	-	1		5.6	0
	Financial	Home				0.4				0.4		V
N.2 Snirzay Arta Officer	Officer	Field	-	-	_	9.0	-	1	-		5.6	0
					/				Sub total	8.0	11.2	22.4
NON-KEY EXPERTS	PERTS				/							
NI												
				/						畿		
-												
7		1			-							
*	The state of			(
43	1	A.			7							
1 Augustia	1											
2.	Party State of the	100	7.0									
NS NS	200		عنزو)							
	ال وزر	Fresh										
LEGEND:	AL .	1							Sub total	9.1	22.4	24
Full time input	put		Home: mean	Home: means work in the main office, Field: means work in targeted province	nain office, Fie	d: means wor	k in targeted p	rovince	Total	2.4	33.6	16.4
Part time input	iput										1	10.1

Sand Develop Arghand

ANNEX B. FORM TECH-6 CURRICULUM VITAE (CV)

Position Title and No.	Deputy Technical Manager (K1)	
Name of Expert:	Dr. Hezbullah "Yousufzai "	
Date of Birth:	18-Aug-1973	
Country of Citizenship/Residence	Afghanistan	

Education:

No	Date	Institution	Degree
1	2002-2009	Kabul Medical University	MD
2	1989-1992	Nangarhar High School	Baccalaureate

Trainings Attended:

Date	Firm	Training	Date	Firm	Training
2016	AADA	Monitoring and Evaluation -	2015	AADA	MDS training
2016	MOPH	Nutrition SOP training Faryab	2015	AADA	RUD training
2016	AADA	Effective Supervision	2015	PEMT	EPI training
2016	AADA	Leadership	2013	AADA	Project Management
2016	AADA	Quality assurance training	2013	AADA	RH & FP training
2016	AADA	Program management	2013	UNFPA	SPRINT training

Other trainings: MISP, Mental health, GBV, HMIS, Community Mobilization, HIV/AIDs, Human Rights;

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
01/Dec/2019 till now	Technical Manager AADA- Main office Reference: Name: Abdul Qadir Baqhakhil Position: Program Manager Phone #: +93784272597 Email: qbaqakhil@aada.org.af	Afghanistan	Overall management of AADA vertical project
01/June/2017- 30/Nov/ 2019	M&E Manager AADA- Main office June/2017- 30, November 2019 Reference: Name: Abdul Qadir Baqhakhil Position: Program Manager Phone #: +93784272597 Email: qbaqakhil@aada.org.af	Afghanistan	Overall management of AADA M&E department (vertical project)
01/Jan/2017- 31/May/2017	RMNCH project officer, UNICEF project ,AADA- Faryab province Reference: Name: Abdul Qadir Baqhakhil Position: Program Manager Phone #: +93784272597 Email: qbaqakhil@aada.org.af	Afghanistan	Overall management of RMNCH project technical activities.

Jed of Land Captic Head The Proceedings of Particular Confedence of Par

01/Jan/2013-	FHHs/MST cluster Manager,	Afghanistan	Overall management of Faryab
31/Dec/2016	UNFPA project, AADA-Faryab		FHH/MST activities;
	Province		
	Reference:		
	Name : Dr. Habib Ghafoory		
	Position: Program Manager		
	Phone #:+93772375795		
	Email		
01/Jan/2012-	:habib.ghfaoory@gmail.com,	A fahaniatan	O II fCDUC
31/Dec/2012	CBHC officer in AADA Faryab UNFPA project	Afghanistan	Overall management of CBHC
31/1000/2012	Reference:		department activites;
	Reference:		
	Name : Dr. Habib Rahman		
	Ghafoory		
	Position : Program Manager		
	Phone #:+93772375795		
	Email	-	
	:habib.ghfaoory@gmail.com,		
01/May/2010-	Medical Doctor and head of MHT	Afghanistan	Overall management Mobil Support
30/Dec/2011	AADA-Faryab Province		team in Faryab province;
	Reference:		
	Name : Dr. Munir Ramz		
	Position: FHH project manager		
	Phone #:+93798168647		
	Email:		
01/Apr/2009	mmunir_ramz@yahoo.com, Course Coordinator of HIV/AIDS	Afghanistan	Occupall management of initial
30/Apr/2010	project ,ADPO-Balkh	Aighainstan	Overall management of training department
30/11pi/2010	Reference:	C	department
	Name: Dr. Nesar Ahmad Jawed:	\ /	الم هنوول:
	Position : Program Manager		141
	Phone #:+93786479705		department woq 31 yy
	Email: nesarjawid@gmail.com,		Jan. Mada

Language Skills (indicate only languages in which you can work): Pashtu, Dari, and English

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Ref. to Prior Work that Best Illustrates Capability to Handle the Assigned Tasks
D-1: Involvement in Surveillance activities D-3: Implement Innovations.D-4: Facilitate capacity building of hospital staff and managers.D-5: Support to CHWs network.D-6: Improve quality of care.D-7: Training/deployment of Nutrition Counsellors. D-8: Improve gender equity.D-10: Enhance Government visibility.D-11: Managing supplies.D-12: Improve infrastructure and maintenance of	Technical manager in AADA main office for vertical projects Monitoring and Evaluation officer in AADA main office FHHs/MST cluster Manager for UNFPA project, Planned, organized, implemented, control, supervised &monitored all project activities (technical & financial); • Developed, reviewed and revised project technical reports; and supported team in development of financial reports; • Supervised and evaluated the performance of project staff; • Ensured that the organization, MoPH and donor policies and procedures observed and implemented appropriately.
infrastructure and maintenance of	Junistry of Public Health Ministry of Public Contract Procurem Service Contract Grams & Service Contract

hospital. D-13: Improve Health Care
Waste Management.

Experts contact information: E-mail: hezbullah@aada.org.af, phone: +93 (0) 780 455 454

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

Name of Expert: Dr. Hezbullah "Yousufzai "	Signature	Date
Name of authorized	Signature	Date
Representative of the Service Provider		
Dr. Yasamin Yousofzai, General Director		

Position Title and No.	Finance Officer (K2)
Name of Expert:	Sherzai "Aria"
Date of Birth:	15 September1992
Country of Citizenship/Residence	Afghanistan

Education:

No	Date	Institution	Degree
1	2011-2014	Agricultural Engineering at University of Paktia	Diploma
2	1998-2010	Mohammad Jan Khan High School	Certificate
3	2014	Diploma in English Language in Speen Ghar (Paktia).	Diploma
4	2013	One -Year Diploma of computer Skill in Paktia Province	Diploma

Trainings Attended:

	Trainings Attenued	•			
Date	Firm	Training	Date	Firm	Training
2016	MAIL-OFWMP	Drip Irrigation Design Training Workshop at	2016	MAIL- OFWMP	Establishment of Water Committees (IAs)
2016	MAIL-OFWMP	Grievance Redress Management	2016	MAIL- OFWMP	Integrated Pest Management Training
2020	AADA	Finance management	2016	AADA	Finance and operation training

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
01/Jan/2019 till now	Finance officer, Ghazni BPHS project, Reference: Dr. Samin Nikfar Phone: +93799242202 Email; snikfar@aada.org.af	Afghanistan	Overall management & Controlling of AADA project financial document & reports in Ghazni province
01/May/2015 - 31/Dec/2018		Afghanistan	Overall management of AADA Khost EPHS project cash room degastment

	Email; ssardar@aada.org.af		
01/Oct/2014- 30/Apr/2015	Data Entry clerk, IRD vertical projects. Reference: Dr.Temorsh Phone: +93799660644 Email; tstanikzai@irdglobal.org,	Afghanistan	Overall management of data entry department.
01/Sep/2010 31/Sep/2014	Intern in MAIL-OFWMP Reference: Same as above	Afghanistan	Assist Admin/HR department

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

Pashto, Dari and English

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Ref. to Prior Work that Best Illustrates Capability to Handle the Assigned Tasks
D-10: Improve /straightening reporting system .D-11: Managing supplies.D-12: Improve infrastructure and maintenance of hospital. D-13: Improve Health Care Waste Management. D-16: Improve coordination. D-17: Flexibility in applying the norms of the MoPH guidelines. D-18: Strengthening IEC/BCC activities.	AADA Ghazni ,Finance Officer AADA Khost Cashier/Finance Assistant Data Entry clerk • Planned, organized, implemented, control, supervised &monitored project financial activities • Developed, reviewed and revised project financial reports; and supported team in development of financial reports; • Supervised and evaluated the performance of project staff; • Ensured that the organization, MoPH and donor policies and procedures observed and implemented appropriately.

Experts contact information : E-mail : sherzai_aria@yahoo.com phone : +93(0)782 364 384 / +93(0)798 580 656

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.



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Grants & Service Continent

APPENDIX D - BREAKDOWN OF CONTRACT PRICE

FORM FIN-2 SUMMARY OF FINANCIAL PROPOSAL

Zabul Province

Cost of the Financial Proposal	{ Insert Foreign Currency}	{ Insert Local Currency} AFN
(1) Remuneration	0	15,623,000
(2) Reimbursable	0	16,562,000
Total cost	0	32,185,000
(3) Indirect cost 5%	0	1,609,250
Total Direct Cost including IC	0	33,794,250
(4) Contingency funds 10%	0	3,218,500
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	0	37,012,750

FORM FIN-3 BREAKDOWN OF REMUNERATION

Key Experts - Field Dr Technical Manager 1 160,000 6 960,000 Sherzai Aria Financial Officer (K2) 1 70,000 6 420,000 Aria Sub-Ceotal Rev Experts 1,380,000 1,380,000 1,380,000	No.	Name	Position	# of Staff		Time Input in Person/Month	Local Currency (AFN) as in FIN- 2	{Local Currency- as in Fin-2}
Manager 1 160,000 6 960,000 officer (K2) 1 70,000 6 420,000	ey Experts - Field				allowances			
officer (K2) 1 70,000 6 420,000		Dr Ezbullah	Technical Manager (K1)	н	160,000	9	000'096	
1,380,000		Sherzai	Financial Officer (K2)	1	70,000	9	420,000	
	(Sunday	Sub-Cotal	Key Experts				1,380,000	1,380,000
	and De	Minies	اسلاری اسلا دری دری دری					

1
1
1
1

							•
20 Bed Isolation Ward COVID-19 Hospital	No. of Street, or						
1	21.1.94	Hospital director	П	90,000	9	450,000	
2	21.1.95	Medical director	1	80,000	9	480,000	
8	21.2.29	internal Specialist	н	000'06	9	540,000	
4	21.2.5	Medical docor	3	70,000	9	1,260,000	
5	21.1.96	Head Nurse	н	50,000	9	250,000	
9	21.2.41	ICU nurse	4	50,000	9	800,000	
7	21.2.40	Ward Nurse	9	50,000	9	1,800,000	
8	21,2.16	Xray Technician	н	40,000	9	200,000	
6	21.2.11	Pharmacy Tech	Н	40,000	9	240,000	
10	21.2.14	Lab technician	2	40,000	9	480,000	
2 11	21.2.22	Admin officer	н	40,000	9	240,000	
12 Sept.	21.2.46	Medical record officer	Н	40,000	9	240,000	
الد	21.1.30	Procurement officer	Н	30,000	9	180,000	
14	21.1.72	Stock keepg012	139		6 or ASS	Stan	
15	21.1.74	Flectric/generation المرامي الموري الملامي المورية الملامي المورية ال	مجوری اسا مجارت	25,000	9	150,000	
		امریت نظیم عمکیا و حدیات منبور می	delic He	alth	Sa Sa	Develox	Ŋ

Ministry of Public Health Procurement Department Procurement Service Contracts

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16	21.2.25	cleaner	4	25,000	9	000,009	
17	21.2.37	Lundary	н	25,000	9	150,000	
18	21.2.31	Dead body washer	н	25,000	9	150,000	
19	21.2.35	toilor	н	25,000	9	150,000	
20	21.1.31	cook	н	25,000	9	150,000	
21	21.2.24	guard	2	25,000	9	300,000	
22		Death allowance to the family of staff	Н	100,000	н	100,000	
	Sub Tota Hospital	Sub Total-20 Bed COVID-19 Hospital				9.035.000	
RRT Team							
	21.2.5	MD	4	40,000	9	000'096	
	21.2.2	Nurse	4	35,000	9	840,000	
	21.2.14	labrant	4	40,000	9	000'096	
	21.2.24	Guard	4	10,000	9	240,000	
	Sub Tota	Sub Total- RRT and Screening				3 000 000	
Management of Sub office and Main office	Main office						
Assiss		Data Entry Officer	1	30,000	9	180,000	
	21,2024	Support Staff	2	12,000	9	144,000	
TO Davidon	Ministe I Public Health Grams & Service Contract	inistry Public Health					

2,208,000				Sub Total Management	Sub Total	
180,000	9	30,000	-1	Pharamcy officer	21.1.15	
180,000	9	30,000	1	Operation/Finance officer	21.1.28	
540,000	9	000'06	1	Project coordinator	21.1.8	
312,000	9	52,000	П	Sr. Program Manager 40%	21.1.81	
360,000	9	000'09	1	Head of M&E 40%	21.1.23	
312,000	9	52,000	1	Head of Internal Audit 40%		

						No.	1/5	1000 AL
9,035,000	4,380,000	2,208,000	15,623,000	781,150	16,404,150	1,562,300	17,966,450	
Sub total 20 bed hospital	Sub total/RRT centers and Key staff	Sub total Management of Field office and main office	Sub Total Remnuniraiton cost	Indirect cost 5%	Sub Total Remmuniraiton cost including IC	Contingency fund 10%	Grand Total Remmunication Cost.	

بريت ننظيم عمكها وحدمات مسود مر وزارت محت عامه باست نهمه و ندار کان

Ministry of Public Health Procurement Department Grants & Service Contracts.

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

Š	Type of Reimbursable Expenses	Unit	# of Activities	Unit Cost	Quantity	{Local Currency- as in FIN-2}
REIMB	REIMBURSABLE COSTS					
20 Bed	20 Bed COVID-19 Hospital, operation costs					
	Communication Cost					
22.3.1	Top up cards	Per month	1	5,000	9	30,000
22.3.2	Internet fee	Per month	-	5,000	9	30,000
	Sub Total					000'09
	Supplies					
22.7.1	Medicine	Per month	-	200,000	9	1,200,000
22.7.2	Medical Supplies	Per month	1	50,000	9	300,000
22.7.3	Lab reagent	Per month	1	20,000	9	120,000
22.6.7	Chlorine, washing powder, soups, toilet papers, etc (Cleaning Materials)	Per month	-	25,000	9	150,000
	Sub Total					1,770,000
	Running Costs					
22.5.1	Electricity Cost	Per month	1	100,000	9	000,000
22.5.3	Generator fuel	Per month	-	300,000	9	1,800,000
22.4.7	Generator Repair and Maint	Per month	-	7,000	9	42,000
24 /8	MINISTY OF PUBLIC HEALTH		C			28

22.5.9	Fuel for incinerator		Per month	-	10,000	9	000,00
22.5.13	22.5.13 Gas for Sterilization		Per month	-	22,500	9	135,000
22.9.17	22.9.17 Gas for kitchen		Per month	-	22,500	9	135,000
22.9.10	22.9.10 Kitchen Utilities (Disposal)		Per month	1	25,000	9	150,000
22.6.5	Printing HMIS & MOPH forms		Per month	-	20,000	9	120,000
22.6.1	Septic well evacuation		Per month	-	10,000	9	000009
22.6.6	Stationery supplies		Per month	-	10,000	9	000009
22.4.5	Renovation	3	Lump	П	900,000	1	900,000
22.4.1	Minor Renovation during the project period	1 / /	Per month	1	000,06	9	540,000
22.9.2	Patient Food For 20 Bed	7	Per month	1	135,000	9	810,000
22.9.3	Staff Food		Per month	1	225,000	9	1,350,000
22.9.16	Uniforms (Patient Cloths, bed sheet, pillow, Mattress)	ittress)	Per month	1	30,000	9	180,000
22.9.4	Staff Uniforms		Per month	1	75,600	3	226,800
22.9.18	Oxygen Gas for Patient		Per Day	45	1,000	30	1,350,000
	Sub Total.						8,518,800
	Equipment						
24.1.3	ipment Other than UNICEF and A	37	Lump	-	200,000	1	500,000 ASSISTER
		جمهوري سي عامد				-	3000

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24.2.1	Generator for Hospital		per item	-	65,000	1	65,000
24.2.2	Computer		per item	2	50,000	-	100,000
24.2.28	Printer		per item	1	22,000	1	22,000
24.2.3	Photocopy machine		per item	-	120,000	1	120,000
24.2.28	Security commera 32 port for hospital	sspital	Per item	-	280,000	-	280,000
	Sub Total						1.087,000
	Contractual						
22.1.7	Ambulance rental for COVID-19 Hospital	9 Hospital	Per month	-	20,000	9	300,000
22.1.8	Transportation cost / for delivery of test kits	y of test kits to Kabul	Per month	-	20,000	9	300,000
	Sub Total						000,000
	Total direct cost 20 bed						12,035,800
RT ope	RRT operation costs						
	Communication Cost						
22.3.1	Top up cards		Per month	12	500	9	36,000
	Sub Total						36,000
	Running Costs						
22.6.10	Miscellaneous	012	Per month	4	2,000	9	48,000
22.6.7	22.6.7 Hygiene and disinfectants	- sapece lunkan leaturile	Per month	4	10,000	9	240,000
2.6.5	22.6.5 HMIS format	2010 - 104.70 - 104.70 - 10.00	Per month	4	2,000	9	48,000
21	And Programmer Program	Ministry of Public Health Procurement Department Grants & Service Contracts		4			09

Bankfer of	Sub Total					336,000
	Contractual Services					
22.1.6	Rental vehicle	Per month	4	20,000	9	1,200,000
	Sub Total			•		1,200,000
	Total direct cost RRT					1,572,000
Trainings	Så					
23.5.62	Technical staff of Covid-19 hospital		21	1,000	9	126,000
23.5.62	23.5.62 Non-technical staff of Covid-19 hospital		15	1,000	9	000,006
23.5.62	Technical staff of RRTs		12	1,000	4	48,000
23.5.62	Non-technical staff of RRT		4	1,000	3	11,900
	Total Trainings					275,900
ommi	Community Surveillance					
STATE OF	Operational Costs					
22.6.1	Printing and supply of all surveillance forms and guidelines	Per month	06	150	9	81,000
	Total community surveillance 1.					81,000
Operat	Operation cost of provincial mgt team					
	1					
22.3.1	Top up cards 1391	Per month	1	4,000	9	24,000
22.3.2	Internet fee	Per month	-	4,000	9	24,000 tot Assis
	37 3 375					101

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	Sub Total Running Costs						48,000
Office an	Office and General Supplies Stationery supplies		Per month Per month		10,000	9 9	30,000
Miscellaneous	neous		Per month	1	10,000	9	000009
Other o	Other operational costs		Per month	1	18,667	9	112,000
Sub Total	fal						262,000
Equipment	nent						
Compu	Computer for mgt team		per item	2	50,000	1	100,000
Printer		4	per item	-	22,000	1	22,000
Office	Office Furniture		mns dwnl	_	127,000	1	127,000
Sub Total	tal						249,000
Contractual	ıctual						
Vehic	Vehicle rent for Supervision and monitoring		Per month	-	000,09	9	360,000
Sub Total	otal						360,000
Total (Total Operation costs of Key staff						019,000
perat	Mgt 1 - Operational Costs						
Travel							
Transp	Transportation/ Air fare	1321	Per month	-	15,000	9	90,000
ce and Develo	Ministry of Public Health Gran, Service Contracts	Public Health To Department Vice Contracts		0			62

22.1.3	Per diems for missions/travel	Per Day	7	009	0	25,200
	Sub Total					115,200
	Communication Cost					
22.3.1	Top up cards	Per month	-	3,000	9	18,000
22.3.2	Internet fee	Per month	1	5,000	9	30,000
	Sub Total					48,000
	Running Costs					
22.5.1	Electricity, water, gas (cooking & other)	- Per month	-	10,000	9	000,009
22.6.1	Office and General Supplies	Per month	-	10,000	9	000,009
22.9.7	Miscellaneous	Per month	-	20,000	9	120,000
22.6.7	Hygiene and disinfectants	Per month	1	15,000	9	000'06
22.6.6	Stationery supplies	Per month	-	15,000	9	000'06
22.9.9	Bank Charges	Per month	-	2,000	9	30,000
1	Sub Total					450,000
	Contractual Services					
22.1.6	Vehicle rent	Per month	1	65,000	9	390,000
22.8.3	£*	Per month	25%	250,000	9	375,000
	Sub Total	130,				765,000
	Accord canital cost	S. Carrier			100	

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24.2.28	Laptop	Per month	55,000	1 110,000
24.2.28	Furniture for related staff	once	100,000	1 100,000
24.2.28	Other utilities	per month	90,100	1 90,100
	Sub Total		•	300,100
	Total Operation Main Office			1,678,300
	Total Direct Operation Cost 20 Bed Hospital	d Hospital		12,035,800
	Total Direct Operation Cost RRT and Survellance teams	irvellance teams		1,653,000
	Total Direct Operation Cost Trainings	ainings		275,900
	Total Direct Cost Provincial mgt team	gt team		919,000
	. Total Direct Operation Cost Main office	in office		1,678,300
	Total operation costs			16,562,000
4	Indirect cost 5%			828,100
A Proces	Total operation cost including IC	ng IC		17,390,100
No Published Se	Contingency fund 10%			1,656,200
3	Grand Total Operation Cost	ost		19,046,300

APPENDIX E:

Work Schedule and Planning for Activities (for six months, Zabul province)

9	D. H. Constitution	10	02	TOTAL
Z	Deliverables	1 2 3 4	5 6	
D-1-	Risk Communication (Public awareness and promote healthy behaviors)			
-	Orient stakeholders on commencement of project			IM
7	Disseminate media clips, pamphlets, flyers and leaflets developed by MOPH			W9
3	Disseminate contact number of RRTs, DCCC and provincial call center to allow people call and ask advice anytime they need			W 9
D-2	Early detection and surveillance of cases			
	Passive surveillance			
_	Report any suspected cases immediately			W 9
7	Send specimen for lab confirmation through RRT/trained staff of isolation center			6 M
m	Isolate the detected case in COVID-19 hospital			6 M
	Contact tracing and home quarantine			
_	Conduct home visit of confirmed cases for investigation through RRT			M9
2	Identify & isolate suspected secondary cases (if signs and symptoms available)			M9
	Community surveillance			
_	Enhance the community surveillance network in coordination of PPHD /stakeholders.			W9
2	Takeover the existed RRT from provincial health directorate			1 M
	Provincial/District Center for Combating Corona virus, Provincial surveillance sub committees			
_	Actively engage in all official forums and sub committees at provincial/district level			W 9
D-3	To Manage cases and isolate of COV			
_	Operationalize the COVID-19 Specific hospital at provincial evel 397			IM for A
2	Equip the COVID-19 specific hospital			2.M
3	Provide remuneration, risk benefit, food cost and other benefits (approved guideline)			W 9
	Minister			E FADAS
	Prosession of Public B.			4

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4	Manage running cost - including renovation and maintenance of the isolation ward	M 9
S	Implement WHO guideline for case management	M 9
9	Prevent potential transmission of infection to other patients and staff	M 9
7	Perform timely transfer of specimens according to standard guideline	M 9
D-4	D-4 Infection prevention and control measures at the health facility level	
-	Triage, applying standard precautions for all patients, and enhance administrative control by the current BPHS implementer	M9
D-5	D-5 Strengthening Reporting	
-	Submit inception report to MOPH	IM
2	Submit Monthly Activity Progress Report.	M9
3	Submit Quarterly Financial Report.	2 M
4	Submit daily reporting as per the surveillance guideline of COVID-19.	IM
5	Implement online reporting system as per the MoPH requirement.	4M
9	Submit the End of Project Report (EPR) one month after completion of the contract.	IM
7	Provide any other reports as needed to the MoPH.	M9
9-Q	D-6 Supervision and monitoring	
1	Conduct supervisory visits from different component of project at HF and community level	M 9
2	Conduct monitoring visit by Kabul Main office(at least once per quarter)	3 M
D-7	D-7 Trainings	
-	1 Cascade Covid-19 trainings to staff(COVID-19 hospital and RRTs)	M9

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Contract Negotiation Minutes of the Zabul Province Afghanistan COVID-19 Emergency Response and Health System Preparedness Project AFG/MoPH/GCMU/COVID-19/31

Service Provider: AADA

Date: July 28, 2020 Time: 10:00 am

Venue: GCMU Meeting Room

Agenda: Clarification of the technical and rationalization of financial proposal

Background:

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

Afghanistan has had a total of around 40,000 confirmed cases of COVID-19 (Coronavirus). Kabul province has the highest number of confirmed cases.

Considering the rapid spread of this outbreak and potential for greater loss of life, the government of Afghanistan called for humanitarian assistance to fight against COVID-19. In response the World Bank has proposed a project called "Afghanistan COVID-19 Emergency Response and Health System Preparedness project". Based on the agreement between Afghanistan government and the World Bank, the Ministry of Public Health (MoPH) started to contract the implementation of COVID-19 project with the current Sehatmandi BPHS/EPHS service providers through direct selection method in 34 provinces.

Therefore, AADA was requested to submit a brief technical and financial proposals for Zabul province. After the review of the proposals, the AADA organization has invited to contract negotiations. Following is the details of discussed and agreed points during the negotiation meeting:

Preliminary Matters

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

I. Negotiation on Technical points:

No	Discussed issues	Agreed Points
1	Authority of the Technical Manager (K-1 position): According to the nature of the project, the K-1 should be given sufficient managerial and financial authority (at least 500,000 AFN/invoice), under a well-defined internal control system.	Agreed 3
2	The SP agreed to ensure 100% availability of two project key staff at the project level. In case of unviability of any key-staff for more than two months in the province, the required disciplinary action will be taken by the MoPH accordingly.	Agreed Agreed
3	The SP agreed to implement the project work plan as per the agreed timeline.	Agreed
4	Immediate after signing of the contract, the SP agreed to take over the isolation ward for COVID-19 from PPHD, equipped, staffed and functionalize as per the ToR at the provincial level.	Agreed Silver
5	If the related COVID-19 hospital/ward staff is already recruited and deployed by the PPHD, the SP agreed to take over the required number of the recruited staff as per HR plan shared by MoPH/GCMU (this is only applicable to the health worker). Supportive and administrative staff to be recruited through transparent process.	Agreed, the existing health workers will be given priority in the recruitment process.

6	Immediate after signing of the contract, the SP agreed to take over the existed Rapid Response Team (RRTs) and deploy required number of the RRT as per the MoPH guidance. Each RRT should be equipped with one vehicle. Note: One RRT is covering 100,000 populations in the province. Hence the number of RRT in this province is 4.	Agreed, AADA will establish 4 RRT team
7	The SP agreed to establish/functionalize the District Centre for combating COVID-19. The SP should link the RRT with the district centre based on priority. Number and location of district centres with functional RRT specified/agreed are:4 DCs	Agreed
8	The SPs agreed to cascade the trainings provided by WHO and other stakeholders.	Agreed
9	The SP agreed to gradually functionalize 20 beds of the hospital and to recruit the required number of staff pursuant to increasing in the number of patients in close coordination with PPHD.	Agreed
10	The SP agreed to consider/implement existed and any new/updated guidelines and introduced intervention to fighting with COVID-19	Agreed
11	The SP ensured to implement Sehatmandi project smoothly and implementation of COVID-19 project should not affected the Sehatmandi project negatively.	Agreed
12	The SP is not allowed to use the Sehatmandi financial resources and management staff for the purpose of COVID-19 project. However, the same central and provincial offices and health facility ambulance are excepted from this clause.	Agreed
13	The SP agreed to pay the required amount (اکر امیه) to the COVID 19 project staff who are died due to COVID-19 in the province.	Agreed
14	It is the responsibility of the SP to provide all medical/non-medical equipment and medicines to COVID-19 project in the province (except those equipment which are listed in the ToR and will be provided by the MoPH through UNICEF).	Agreed

II. Negotiation on Financial matters:

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

Cost Item	NGOs Contribution (AFN)	Cost requested from MoPH (AFN)	Total Price of the contract
1- Remuneration	0		15,623,000
2- Reimbursable	0		16,562,000
3- Indirect cost 5%	0		1,609,250
4- Contingency cost (10%)	0		3,218,500
Total	0		37,012,750

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

No	Discussed issues	Agreed points
1	The SP agreed to spend the allocated amount for the implementation of COVID-19 project only.	Agreed
2	The contract ceiling is exclusive of local indirect taxes and inclusive of all local direct taxes.	Agreed 135
3	The SP agreed to spend the allocated amount of this contract after effectiveness of the contract,	Agreet July 3

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	unless the MoPH officially instructed the SP for any changes.	
4	The SP agreed to consider/implement the approved guideline of salary and allowances by Afghanistan cabinet for the relevant staff of COVID-19 project in the province.	Agreed
5	SP should consider 10% of total budget as contingency fund and this budget should not be included in the budget ceiling. This allocated contingency fund will be released based on the Service Provider request/proposal and MoPH/GCMU prior approval as per the need during the contract execution.	Agreed

Negotiations on contract conditions:

Contract duration and starting date:

The time period shall be 45 months starting from August 03, 2020 till March 31, 2024.

Note 1: This contract includes six-month project work plan with the related cost. For the remaining period (39-months), the work plan and its related cost shall be agreed by both parties during the implementation of the first six-month on yearly basis, subject to availability of fund and satisfactory performance of the service provider.

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

- Currency of Payment: AFN
- Payment Condition: as per the contract
- Separate bank accounts: is required and SP will provide the new bank account for this project.

Conclusion of the meeting and next steps

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

MoPH/GCMU

PH/DBD

Negotiation Team members:

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

Name Designation Organization

1. Dr. Khwaja Zabiullah Hasan

2. Samim Hameedi Finance Specialist

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

Name Designation Organization Signature

1. Dr. Mohammad Najeeb Baleegh Program Director AADA

2. Mr. Masoodullah Siddiqui Finance Director AADA

Arracid Publiched Signatur



