



دولت جمهوری اسلامی افغانستان  
وزارت معارف

د افغانستان اسلامي جمهوري دولت  
د پوهنې وزارت



ISLAMIC REPUBLIC OF AFGHANISTAN  
Ministry of Education

Education Quality Reform for Afghanistan (EQRA)

## CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: EQRA

[Loan/Credit/Grant] No. IDA-D3810

Contract No. AF-MOE-EQRA-114070-CS-CQS

Assignment Title: Hiring of Firm to conduct School Grant Impact Evaluation, required by the Social Mobilization Dept, MOE.

Between

Ministry of Education, (MOE).

And

ACSOR (Afghan Centre for Socio-Economic and Opinion Research)

Dated: March/2020



## Contents

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





33. Access to Project Site.....	19
34. Change in the Applicable Law Related to Taxes and Duties .....	20
35. Services, Facilities and Property of the Client.....	20
36. Counterpart Personnel.....	20
37. Payment Obligation .....	20
F. PAYMENTS TO THE CONSULTANT.....	20
38. Contract Price.....	20
39. Taxes and Duties.....	20
40. Currency of Payment .....	21
41. Mode of Billing and Payment .....	21
42. Interest on Delayed Payments.....	22
G. FAIRNESS AND GOOD FAITH.....	22
43. Good Faith .....	22
H. SETTLEMENT OF DISPUTES .....	22
44. Amicable Settlement.....	22
45. Dispute Resolution.....	22
III. Special Conditions of Contract .....	27
IV. Appendices.....	35
Appendix A – Terms of Reference .....	35
<b>Terms of Reference</b> .....	35
<b>Increasing School Attendance of Girls in Afghanistan through School Grants and School Based Management</b> .....	35
<b>BASELINE DATA COLLECTION</b> .....	35
<b>1. Background:</b> .....	35
<b>2. Purpose:</b> .....	35
<b>3. Program Description:</b> .....	36
Treatment group 1 (early treatment):.....	36
Treatment group 2 (late treatment): .....	36
Matched control group (never treated):.....	36
Number of villages and target population:.....	37
<b>4. Scope of work:</b> .....	37
The major duties of the consortium/firm will include: .....	38
<b>5. Expected outputs:</b> .....	39
<b>Stage 1: Preparation phase: February– March 2020</b> .....	39
<b>(1) Preparation/finalization of research instruments</b> .....	39
<b>(2) Finalization of staffing and training arrangements</b> .....	39



(3) School and target individual listing .....	40
(4) Preparation of software and tablets .....	40
(5) Logistical Action Plan and other administrative arrangements .....	40
(1) Data collection .....	41
(2) Data management .....	41
<i>Stage 3: Finalizing data and reporting: May 2020 – June 2020</i> .....	41
(1) Data cleaning .....	41
(2) Finalization of database .....	41
(3) Drafting summary of survey activities .....	41
6. Schedule of Payments .....	42
7. Work Period .....	42
8. Required qualifications .....	43
9. Preferred qualifications .....	43
10. Supervision .....	43
11. Downstream work .....	43
Appendix B - Key Experts .....	44
Appendix B – Breakdown of Contract Price .....	46
Appendix C - Form of Advance Payments Guarantee .....	51





## I. Form of Contract

### LUMP-SUM

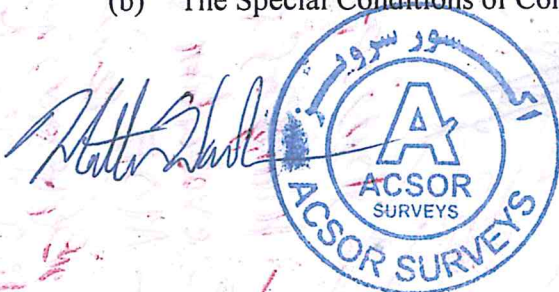
This CONTRACT (hereinafter called the "Contract") for consultancy services of **Hiring of Firm to conduct School Grant Impact Evaluation, required by the Social Mobilization Dept, MOE (EQRA)** made the [21] day of the month of [March], [2020], between, on the one hand, **Ministry of Education** (hereinafter called the "Client") and, on the other hand, **(Afghan Centre for Socio-Economic and Opinion Research)** (hereinafter called the "Consultant").

#### WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the *International Development Association (IDA)*: toward the cost of the Services and intends to apply a portion of the proceeds of this credit 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 financing agreement, including prohibitions of withdrawal from the credit 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 financing agreement or have any claim to the credit 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: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee

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. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

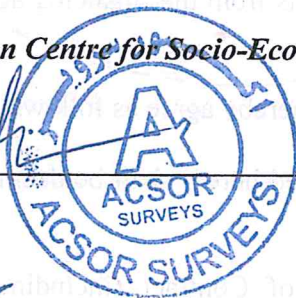
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of (Ministry of Education, MOE).

Dr. Mohammad Mirwais Balkhi  
Acting Minister of Education

For and on behalf of [Afghan Centre for Socio-Economic and Opinion Research (ACSOR)]

Mr. Matthew Warshaw  
Authorized representative



Handwritten notes in red ink on the right side of the page:

- Hiring of firm to conduct school grant impact
- evaluation required the social mobilization dept
- MOE

Below the list, there is a large block of handwritten text in Pashto/Dari script, which appears to be a detailed note or comment related to the contract terms.





## Notification of Intention to Award

Name: [Matthew Warshaw]

Address: [217, 2<sup>nd</sup> Street, Qalae Fathullah, District 10, Kabul-Afghanistan]

Telephone/Fax numbers: [0799 620 639/ 075 20 23 432]

Email Address: [matthew.warshaw@acsor-surveys.com]

**DATE OF TRANSMISSION:** This Notification is sent on [15 / 03/2020] (10:00am)

## Notification of Intention to Award

**Client:** [Ministry of Education]

**Contract title:** [Hiring of Firm to conduct School Grant Impact Evaluation, required by the Social Mobilization Dept., MoE]

**Country:** [Afghanistan]

**Loan No. /Credit No. /Grant No.:** [IDA-D3810]

**RFP No:** [AF-MOE-EQRA-114070-CS-CQS]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- request a debriefing in relation to the evaluation of your Proposal, and/or
- Submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Consultant

<b>Name:</b>	Afghan Centre for Socio-Economic and Opinion Research (ACSOR)
<b>Address:</b>	[217, 2 <sup>nd</sup> Street, Qalae Fathullah, District 10, Kabul-Afghanistan]
<b>Contract price:</b>	[148,917\$ USD ]

If you have any questions regarding this Notification, please do not hesitate to contact us.

**Dr. Mohammad Mirwais Balkhi**  
Acting Minister of Education

28/12/18

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Afghanistan
4.1	The language is: English
6.1 and 6.2	<p>The addresses are [Mohammad Jan khan watt]:</p> <p>Client : Ministry of Education _____</p> <p>Attention : Mohammad Tahir Imami, procurement director _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): mtaher1989@gmail.com _____</p> <p>Consultant : ACSOR (Afghan Centre for Socio-Economic and Opinion Research)</p> <p>Attention : Matthew Warshaw, Authorized representative _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted)  <a href="mailto:matthew.warshaw@acsor-surveys.com">matthew.warshaw@acsor-surveys.com</a>,  <a href="mailto:ihshan.atai@acsor-surveys.com">ihshan.atai@acsor-surveys.com</a>,  <a href="mailto:research@acsor-surveys.com">research@acsor-surveys.com</a> _____</p>
8.1	The Lead Member on behalf of the JV is : N/A
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p><i>Dr. Mohammad Mirwais Balkhi (Acting Minister of Education)</i></p> <p>For the Consultant:</p> <p>MR, Matthew Warshaw (authorized representative)</p>
11.1	The effectiveness conditions are the following: Date of signing of contract by both parties. And date of contract circulation.
12.1	Termination of Contract for Failure to Become Effective:





	<b>The time period shall be :30calendar days</b>
<b>13.1</b>	<b>Commencement of Services:</b> <b>The number of days shall be 3 days from effective date of the contract.</b> <b>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.</b>
<b>14.1</b>	<b>Expiration of Contract:</b> <b>The time period shall be <u>Four months after effective date</u></b>
<b>21 b.</b>	<b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b> <b>Yes</b>





23.1	<p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Islamic Republic of Afghanistan.</p> <p>(b) This limitation of liability shall not</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of <i>equal to ceiling of the contract</i></b></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law in the Client's country";</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Client's country";</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the</p>

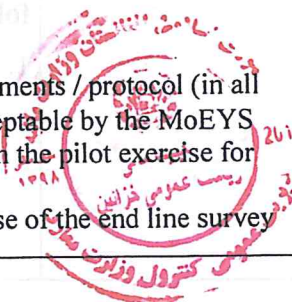
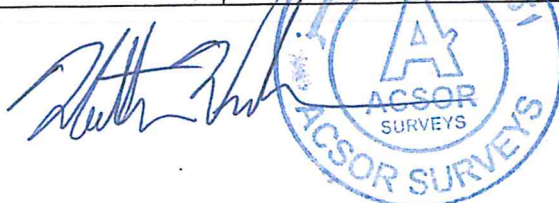




	<p>relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p>All designs, recorded data and reports will become the property of the Client as they are created and any equipment, hardware and software purchased for the purpose of the Services will become the property of the Client at the end of the assignment.</p>
27.2	<p>[The Consultant shall not use these <i>documents and software's</i> for the purposes of unrelated to this Contract without the prior written approval of the Client.]</p>
38.1	<p>The Contract price is: <u>148,917 \$ USD</u> (One Hundred forty eight thousand nine hundred and seven teen): <b>inclusive of all applicable taxes.</b></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant.</p> <p><i>Since all the taxes all applicable on the remunerations of resident and non-resident consultants shall be paid by the firm, hence the firm is required to submit tax clearance at the end of project before issuing completion certificate.</i></p>
39.1 and 39.2	<p><i>Same will be applied as per article 38.1 stated above.</i></p> <p>"the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Client shall reimburse the Consultant, the Sub-consultants and the Experts"]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p>



	<p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants 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:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
41.2	<p><b>The payment schedule:</b>  <b>The payment will be made in local Currency Afghani</b></p> <p>The payment under this contract shall be made progressively upon successful completion of the following activities:</p> <p><b>1<sup>st</sup> payment:</b> 10% upon signing the contract;</p> <p><b>2<sup>nd</sup> payment:</b> 30% on receipt of final survey instruments / protocol (in all required local languages and English, of quality acceptable by the MoEYS and the World Bank); logistical plan; and report from the pilot exercise for the end line survey.</p> <p><b>3<sup>rd</sup> payment:</b> 30% on receipt of the interim database of the end line survey</p>

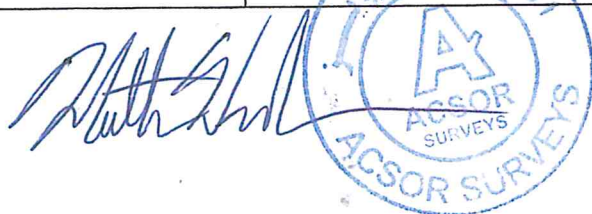





	and documentation of quality acceptable by the MoEYS and the World Bank <b>Final payment:</b> 30% on receipt of the final database of the end line survey and documentation of quality acceptable by the MoEYS and World Bank.
41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>Ten (10) percent of the contract price shall be paid in advance within 15 days after signing the contract against submission of an Accurate invoice accompanied by advance payment guarantee.</p> <p>The advance payment will be set off by the Client in equal portions against [2nd payment in article 41.2] as mentioned above.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (US dollars) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p> <p>(4) The advance payment guarantee shall be from authorized bank within client's country (Afghanistan).</p> <p>(5) <i>The consultant firm shall use the advance payment guarantee form as per Appendixes D in this contract.</i></p>
41.2.4	<p><b>The accounts are:</b></p> <p>Beneficiary Name: ACSOR-Surveys</p> <p>Beneficiary AC/No: 60560800</p> <p>Type of A/C: USD</p> <p>Bank Name: NEW KABUL BANK</p> <p>Bank Address: 10-42, Torbazzkhan, Shar-e-Naw ,KABUL, AFGHANISTAN</p> <p>Swift Code: BKCHCNBJXXX</p>
42.1	<b>The interest rate is: N/A</b>
45.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a</p>

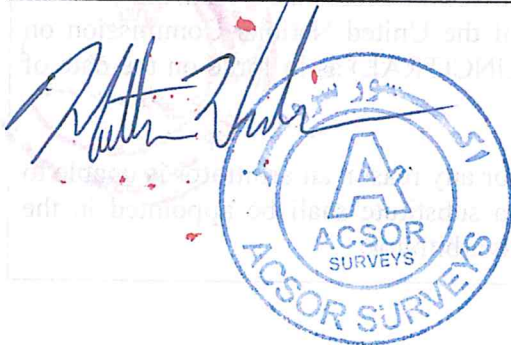
  


	<p>technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation International des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation International des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i>;</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>





	<p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in UAE, Dubai</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(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.</li> </ul>



## 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 Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) "Day" means a working day unless indicated otherwise.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) "Foreign Currency" means any currency other than the currency of the Client's country.

- (k) "GCC" mean these General Conditions of Contract.





(l) "Government" means the government of the Client's country.

(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(o) "Local Currency" means the currency of the Client's country.

(p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(t) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## 2. Relationship between the Parties

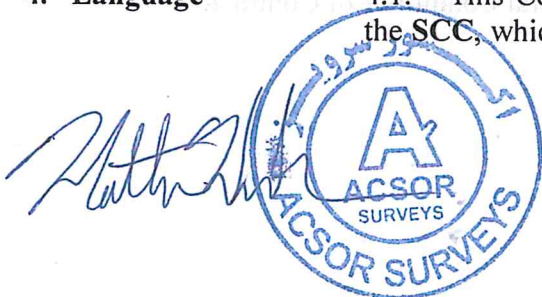
2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and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

## 3. Law Governing Contract

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

## 4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all



matters relating to the meaning or interpretation of this Contract.

## 5. Headings

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

## 6. Communications

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

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

## 7. Location

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

## 8. Authority of Member in Charge

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

## 9. Authorized Representatives

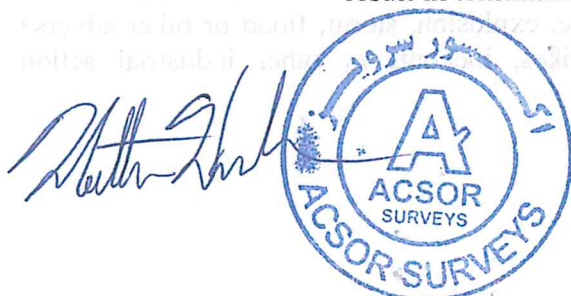
9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

## 10. Fraud and Corruption

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

### a. Commissions and Fees

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





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

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action



confiscation or any other action by Government agencies.

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

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

**b. No Breach of Contract**

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

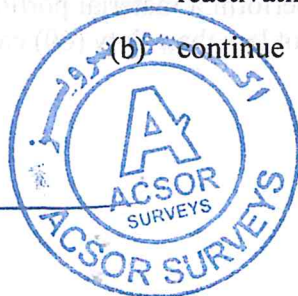
17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written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

## 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.

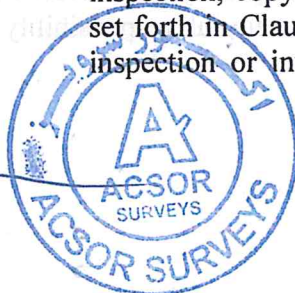
**b. By the Consultant**

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 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 forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

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





may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

### C. OBLIGATIONS OF THE CONSULTANT

#### 20. General

**a. Standard of Performance**

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

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

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



**b. Law****Applicable to  
Services**

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

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

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

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

**21. Conflict of Interest**

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

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

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

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

**b. Consultant  
and Affiliates**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity





**Not to Engage  
in Certain  
Activities**

affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**c. Prohibition of  
Conflicting  
Activities**

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

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

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

**22. Confidentiality**

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

**23. Liability of the  
Consultant**

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

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

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

**25. Accounting,  
Inspection and  
Auditing**

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





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

**26. Reporting  
Obligations**

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

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

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

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,  
Vehicles and  
Materials**

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





the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

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

##### **29. Description of Key Experts**

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

##### **30. Replacement of Key Experts**

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

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

##### **31. Removal of Experts or Sub-consultants**

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

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants 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.

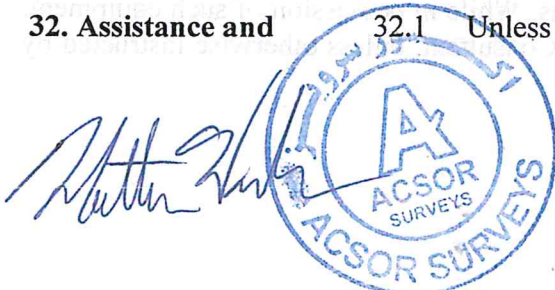
31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

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

#### **E. OBLIGATIONS OF THE CLIENT**

##### **32. Assistance and**

32.1 Unless otherwise specified in the SCC, the Client shall use its



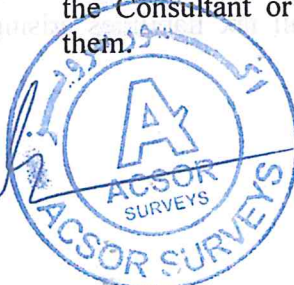
**Exemptions**

best efforts to:

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

**33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.





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

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

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

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

**36. Counterpart Personnel**

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

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

**37. Payment Obligation**

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

**F. PAYMENTS TO THE CONSULTANT****38. Contract Price**

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

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.

**39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract



unless it is stated otherwise in the SCC.

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

**40. Currency of Payment**

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

**41. Mode of Billing and Payment**

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

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

41.2.1 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 Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar 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), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

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

v. "obstructive practice" is:

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

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



مكتب المراقبة  
وزارة موارث



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

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

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

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





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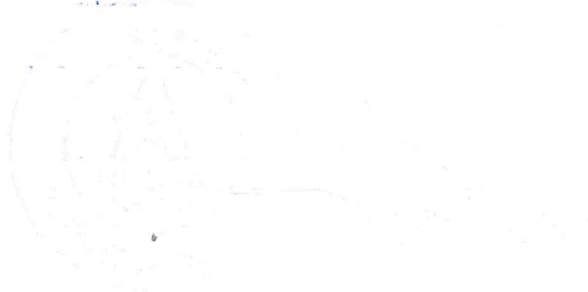
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2/10/1395



## APPENDIX C – BREAKDOWN OF CONTRACT PRICE

Grantee Institution Name: ACSOR Surveys  
Detailed Budget

RFP #: AF-MOE-EQRA-114070-CS-CQS

Grant IDA D2810

Project Title: Ministry of Education Social Mobilization Department School Grant Impact Evaluation

## SUMMARY OF COSTS

PARTICULARS	USD
A. ACSOR MANAGEMENT PERSONNEL	11,500.00
B. OPERATING EXPENSE	5,960.00
<b>Sub-Total: Institutional costs</b>	<b>17,460.00</b>
C. PROGRAM PERSONNEL	20,125.00
D. PROVINCIAL/DISTRICT OFFICE OPERATING COSTS	7,280.00
E. MAIN ACTIVITY 1 : Instrument Development	2,050.00
F. MAIN ACTIVITY 2 : Training and Implementation of Field Plan	5,600.00
G. MAIN ACTIVITY 3 : Conducting Fieldwork in 453 Schools	79,352.00
H. MAIN ACTIVITY 4 : Translation, Data Processing & Reporting	8,050.00
<b>Sub-Total: Program costs</b>	<b>121,457.00</b>
<b>GRAND TOTAL:</b>	<b>148,917.00</b>

## DETAILS OF BUDGET


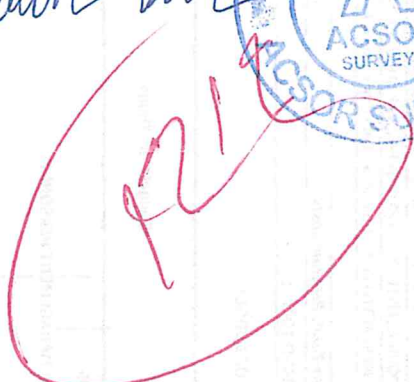
Budget Line Items	Actual Monthly Gross/Unit Rate	Quantity	Time	Place Percentage	Amount
<b>CORE COSTS</b>					
<b>A. ACSOR MANAGEMENT PERSONNEL</b>					
A.1 Ashraf Salehi	4,000.00	1 person	2 months		8,000.00
A.2 Ihsan Alabi	3,500.00	1 person	1 months		3,500.00
A.3 Finance Officer		person	months		0.00
A.4		person	months		0.00
<b>B. OPERATING EXPENSE</b>					
					11,500.00

*[Signature]*

ACSOR SURVEYS



		are adhered to and work closely with clients to ensure that their objectives and standards are met. Dr. Gardner's background is in Statistics and Psychometrics, and she regularly contributes to analytical reports and presentations for clients by employing a wider range of multivariate techniques.
Amanda Bajkowski	RCS program assistance	Amanda Bajkowski is a Program Manager / Senior Research Analyst with ACSOR. She will conduct extensive training with the Afghanistan staff on recruitment, sampling, interviewing techniques, and lead training with moderators. Ms. Bajkowski will be able to assist ACSOR with any training needs as well as programming needs for RCS.
Stacey Frank	Senior Research Analyst	Stacey Frank is a Senior Research Analyst who has seven years of experience managing qualitative and quantitative projects in Afghanistan and other challenging research environments around the globe. She has specialized training in evaluation research methods. For this project, Ms. Frank will assist in preparing the questionnaire on the RCS tablet software, reviewing data files and qualitative transcripts, and the preparation of other key deliverables.





#### D. PROVINCIAL/DISTRICT OFFICE OPERATING COSTS

### E. MAIN ACTIVITY 1: Instrument Development

### F. MAIN ACTIVITY 2 : Training and Implementation of field plan





جمهوری اسلامی افغانستان  
وزارت تجارت و صنایع  
ریاست عمومی ثبت مرکزی و مالکیت فکری



د افغانستان اسلامي جمهوریت  
د سوداګرۍ او صنایعو وزارت  
د مرکزی ثبت او فکری مالکیت لوی ریاست

Reg #: 48740  
License #: 1-10436

Islamic Republic of Afghanistan  
Ministry of Commerce and Industries  
Directorate General of Central Business Registry & Intellectual Property

د ثبت نمبر: ۴۸۷۴۰  
د جواز نمبر: ۱-۱۰۴۳۶

نمبر تشخیصیه ملایه / TIN  
1200012019



جواز ثبت

Business License

Accsor Surveys



V-President / موسیال  
Asseu Maximov



رئیس / President  
David Allan

تصدیق کړی دا جواز چې نوم یې پورته پلا شوی دی د افغانستان د نافقه قوانینو پر بنسټ ثبت او صادر شو.

تصدیق میگرد این جواز که نام آن در فوق ذکر میباشند، در مطابقت با قوانین نافقه افغانستان ثبت و صادر گردیده است.

It is certified that this license with mentioned name, is registered and issued in accordance with and subject to the effective laws of Afghanistan.

Issue Date: 12/Jul/2017 ۱۳۹۶/۰۷/۲۱  
Valid Date: 10/Jul/2020 ۱۳۹۹/۰۷/۲۰  
Established: 2005 ۱۳۸۴  
د صدور نېټه:  
د پای نېټه:  
د تاسیس کال:  
سکور فعالیت:  
مارکینګ مدیا و نظر خواږي  
سوک دوم قلمه فتح الله خانه نمبر 217، مرکز کابل، کابل  
ادرس شرکت:

طارق احمد سرفراز  
Tariq Ahmad Sarfraz

نمبر مسلسل: 21647  
قیمت حق الطبع (۰۰۰) افغانی