



دولت جمهوری اسلامی افغانستان  
وزارت معارف

د افغانستان اسلامي جمهوري دولت  
د پوهنې وزارت



ISLAMIC REPUBLIC OF AFGHANISTA  
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-108461-CS-CQS**

**Assignment Title:** Hiring of firm to conduct the Base line survey for the Coaching Pilot required by DG, Academic Supervision, MoE.

between

Ministry of Education MOE.

and

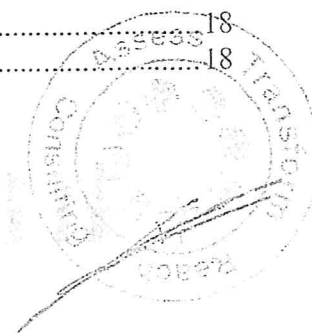
ATR (Assess Transform Reach)

**Dated: 28/10/2019**



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شماره تماس سر قلمرو







## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the "Contract") for consultancy services of **Baseline survey for the coaching pilot required by DG, Academic Supervision, MOE** is made the [28] day of the month of [October], [2019], between, on the one hand, *Ministry of Education* (hereinafter called the "Client") and, on the other hand, (*Assess Transform Reach*) (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;

Appendix A: Terms of Reference  
Appendix B: Key Experts  
Appendix C: Breakdown of Contract Price  
Appendix D: Form of Advance Payments Guarantee

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- 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.

Dr. Mohammad Mirwais Balkhi  
Acting Minister of Education

Anne Jasim-Falher,  
Authorized representative

Education, MOE).

- Hiring of firm to conduct - قرارداد
- The base line survey for the coaching pilot -
- Requested by DC, Academic supervision -
- MOE -
- ATR: Assess Transform Reach -
- [Transform Reach ATR]



Performance Bank Guarantee

**Beneficiary:** Ministry of Education(MOE)  
Kabul Afghanistan

**Date:** Nov 03, 2019

**Amount of Guarantee:** USD 17398

**Guarantee cover from:** Nov 03, 2019 to Feb 02 2020

**Guarantee No.** 00010/2019/8323

We have been informed that M/S Assess tranform reach consuting (hereinafter called "the Contractor" has entered into Contract No. AF-MOE-EQRA-108461-CS-CQS with you for Contract for:Hiring of firm to conduct the base line servey for the coaching pilot required by DG, Academic Supervision,MoE. (hereinafter called "the Contract" )

Furthermore, we understand that, according to the conditions of the Contract, an performance guarantee in the sum of USD 17398 (United State Dollar Seventeen Thousand, Three Hundred, Ninty Eight Only ) is required.

At the request of the Contractor, we Azizi Bank hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of USD 17398 (United State Dollar Seventeen Thousand, Three Hundred, Ninty Eight Only ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certification, calculated based on a copy of such Certificate which shall be provided to us, or on the Feb 02 2020 whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of sub-article 20(a) is hereby excluded.

Now THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total USD 17398 (United State Dollar Seventeen Thousand, Three Hundred, Ninty Eight Only )

And we undertake to pay you, upon your first written demand stating that the Contractor is in breach of his obligation(s);

NOTWITHSTANDING anything contained herein,

- Our liability under this Bank Guarantee shall not exceed, USD 17398 (United State Dollar Seventeen Thousand, Three Hundred, Ninty Eight Only )
- This Bank Guarantee shall be valid up to date Feb 02 2020
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before Feb 02 2020 (date of expiry of Guarantee)
- This guarantee will be Operative Only and Only When all the Payments relating to the above Mentioned Project is received by Azizi Bank for credit of Account Number 000101207433851 of M/S Assess tranform reach consuting under AF-MOE-EQRA-108461-CS-CQS Contract for:Hiring of firm to conduct the base line servey for the coaching pilot required by DG, Academic Supervision,MoE. (hereinafter called the Contract).

It is the responsibility of the Beneficiary to get a confirmation of the authenticity of this Bank Guarantee by writing to Azizi Bank Head Quarter marking: Attention to: Mr.Saeedullah Jan 'Yousafzai" (C.C.O) or Mr. Mohammad Daud Vijdan, (Dy. CCO) by email at: [cco@azizibank.af](mailto:cco@azizibank.af) or [d.vijdan@azizibank.af](mailto:d.vijdan@azizibank.af)

For and on behalf of  
**AZIZI BANK**

Signature: \_\_\_\_\_

Date: Nov 03, 2019

Name: Islamuddin Niazi

Title: Manager Bank Guarantees



Signature: \_\_\_\_\_

Date: Nov 03, 2019

Name: Mohammad Dawood Vijdan

Title: Deputy Chief Credit Officer



**BANK GUARANTEE CONFIRMATION LETTER**

Date: Nov 03, 2019

To: **Ministry of Education(MOE)**  
**Kabul Afghanistan**

This covering letter (which forms an integral part of this Bank Guarantee, should be returned along with the Bank Guarantee to the bank in all cases in respect of cancellation or invocation duly discharged) to be annexed to the Bank Guarantee No. 00010/2019/8323 dated Nov 03, 2019 for the amount of USD 17398 (United State Dollar Seventeen Thousand, Three Hundred, Ninty Eight Only ) Valid till Feb 02 2020 issued by Azizi Bank.

This Bank Guarantee is issued on account of our customer stated below:

**Applicant's Name:** M/S Assess tranform reach consuting

**Address** Road 2, Taymani, Dist 4 Kabul Afghanistan

The Bank Guarantee is issued by our Bank under the joint signatures of ...

Mr. Mohammad Daud Vijdan  
Designation: Deputy Chief Credit Officer  
Employee ID: AZB-305

Mr. Islamuddin Niazi  
Designation: Credit Manager  
Employee ID: AZB-2915

Confirmation of issue of this Bank Guarantee should be obtained from either [cco@azizibank.af](mailto:cco@azizibank.af) or [d.vijdan@azizibank.af](mailto:d.vijdan@azizibank.af)

FOR AZIZI BANK, Kabul

Authorized Signatory .....

Name & Employee ID No: .....

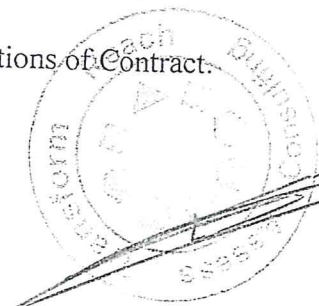
## II. General Conditions of Contract

### 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**

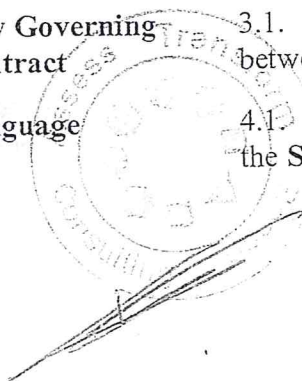
2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and 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**

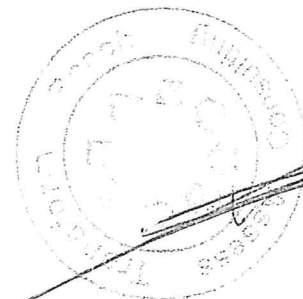
9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

**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**

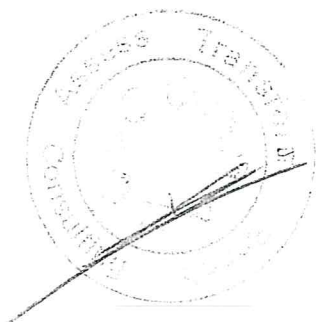
10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the 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**

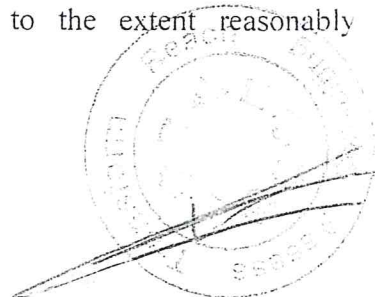
17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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.**

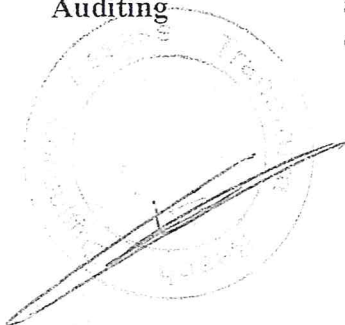
21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in 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 subconsultants 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 subconsultants' 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.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

**33. Access to Project Site**

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

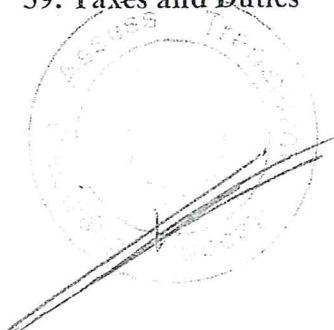
**38. Contract Price**

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.

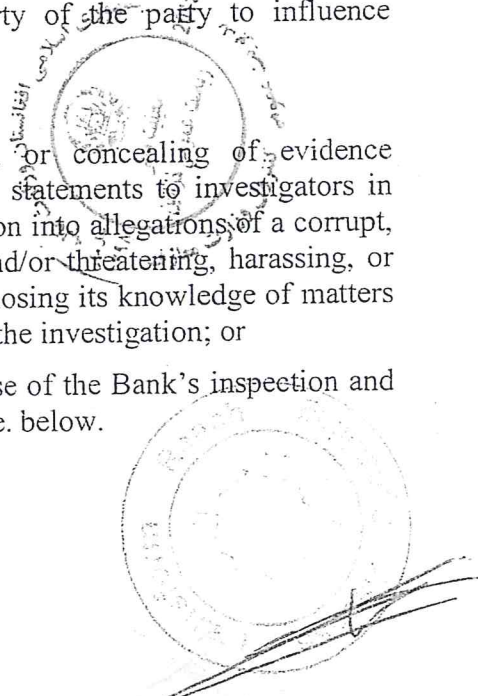
2.2 To this end, the Bank:

- 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.



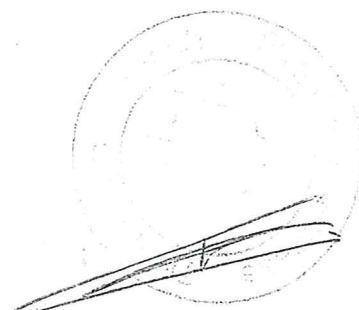
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<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.

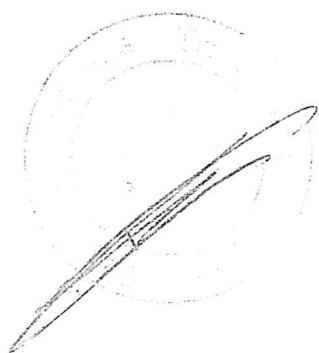
<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because 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.

2





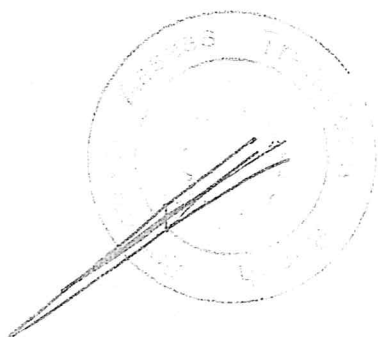


### III. Special Conditions of Contract

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 <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : Ministry of Education _____</p> <p>Attention : Mohammad Tahir Imami, procurement director _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted):mtaheer1989@gmail.com _____</p> <p>Consultant : ATR(Assess Transform Reach) _____</p> <p>Attention : Stephane Nicolas, Authorized representative _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : <a href="mailto:contact@atr-consulting.com">contact@atr-consulting.com</a>/  <a href="mailto:amir.hussaini@atr-consulting.com">amir.hussaini@atr-consulting.com</a>/  <a href="mailto:stephane.nicolas@atr-consulting.com">stephane.nicolas@atr-consulting.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: Stephane Nicolas(authorized representative)</p>
11.1	The effectiveness conditions are the following. Date of signing of contract by both parties.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be :30 calendar days</p>
13.1	Commencement of Services:



	<p>The number of days shall be 3 days from effective date of the contract.</p> <p>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.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <u>three months after effective date</u></p>
21 b.	<p>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</p> <p>Yes</p>



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</p> <p>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</p> <p>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>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of <i>equal to ceiling of the contract</i></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</p>



	<p>respect of the experts and Sub-consultants 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</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>13,222,444</u> AFN (thirteen million two hundred twenty-two thousand twenty-two and four hundred forty-four): inclusive of all applicable taxes.</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</p>

	<p>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>The payment schedule: The payment will be made in local Currency <b>Afghani</b></p> <p>The payment under this contract shall be made progressively upon successful completion of the following activities:</p> <p>1<sup>st</sup> payment: 10% upon signing the contract; 2<sup>nd</sup> payment: 20% upon submission of Stage 1 deliverables; 3<sup>rd</sup> payment: 30% upon submission of Stage 2 deliverables; Final payment: 40% upon completion of Stage 3 (and all) deliverables.</p>



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 [ 2<sup>nd</sup> 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 (Afghanis or equivalent to 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 clients 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: Assess Transform Reach Consulting</p> <p>Beneficiary AC/No: 000101207433851/USD</p> <p>Bank Name: Azizi Bank</p> <p>Bank Address: Zanbaq square, Kabul city, Afghanistan</p> <p>Swift Code: AZBAAFKA</p>
42.1	<p><b>The interest rate is: N/A</b></p>
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 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)</i></p>

	<p><i>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 there from, 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>the Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>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</p>

	<p>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>





## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

#### EQRA EDUCATION PROJECT

#### *Terms of Reference (TOR)*

#### Afghanistan: Survey Firm Consultancy

### OVERVIEW

#### A. Objective

The overall objective of this project is to measure instructional quality in Afghanistan classrooms using the *Teach* tool, as well as other background information on schools, principals, teachers, and students, with the goal of providing information on the quality of teaching practices in Parwan, Paktia, Kunar, Balkh, and Kabul provinces.<sup>1</sup> The Survey Firm will be responsible for the tasks outlined below:

#### B. Purpose of Consultancy

The overall objective of the Survey Firm is to collect data in a sample of 200 randomly selected primary schools<sup>2</sup> and produce clean datasets. This objective includes the following responsibilities for the Survey Firm:

- i) Recruiting 12-15 Kabul-based, bilingual enumerators (to partake in a 5-day Teach training and to code videos footage in alignment to the Teach protocol from Kabul).
- ii) Recruiting 18-20 field-based enumerators (to partake in a 5-day training on how to collect classroom observation video footage, which will be taken from approximately 1,000 4th-grade math or language classes in the 200 school sample; and administer the following surveys/instruments in the 200 schools: teacher questionnaire [all 4th-grade math and language teachers in each school in the sample, for a total of approximately 1,300 teachers], principal questionnaire [all principals in the sampled schools, for a total of 200 principals], and teacher content knowledge exams [all 4th-grade math and language teachers in each school in the sample, for a total of approximately 1,300 teachers]).
- iii) Recruiting 1 project manager (to lead the Survey Firm team), 1-2 field coordinators (to oversee the collection of data), and 1 data manager (to oversee the tasks of data entry, data cleaning, and dataset production);
- iv) Ensuring that all data collection is in line with the World Bank's protocol and sampling strategy defined by the World Bank;
- v) Ensuring Kabul-based enumerators code videos aligned to the Teach protocol;

<sup>1</sup> See Annex for full list of targeted districts.

<sup>2</sup> The World Bank team will randomly select these 200 schools, from a list of potential schools produced by the government. The average number of classes per school in that list is 5.5; the average number of math/language teachers is 4.7; and, the average number of 4th-grade students per school is 224. These approximate numbers will be updated once the sample is selected.

- vi) Submitting the finalized dataset for review by World Bank team.

### C. Background

In the Afghanistan Country Office's Engagement Approach matrix, supporting basic education is prioritized under the section entitled "Access to quality basic health and education." The key areas of support to basic education follow the third National Education Strategic Plan (NESP III) framework i.e., equitable access, quality and relevance, and efficient and transparent management. The two main instruments, EQRA (Investment Financing, consisting of four components) and the proposed General Education PASA (consisting of four pillars) will support the MOE in these areas, but there are other instruments such as the upcoming TAGHIR (Tackling Afghanistan Government HRM and Institutional Reform) and PAISA (Payments Automation and Integration of Salaries in Afghanistan) will contribute to the major reform areas in the sector. EQRA aims to provide substantial support for increasing equitable access to general education, improving learning conditions, and strengthening sector planning capacity and transparency. The PASA aims to strengthen policy dialogue by enhancing knowledge of critical issues in General Education and providing operational advice in support of EQRA implementation. The PASA also supports critical areas that are outside the scope of EQRA but are relevant to NESP III. Specifically, the PASA aims to help the Government of Afghanistan effectively manage a number of planned/existing interventions in terms of process, capacity, and accountability. Some inputs will feed directly into policy areas that MoE will develop (e.g. Teacher Policy), while other inputs inform the World Bank's policy advice, building consensus among stakeholders, including Development Partner (DPs).

The target areas of PASA fall into four pillars: (i) equitable access, (ii) quality and relevance, (iii) efficient and transparent management, and (iv) sector wide approach. The project falls under the second pillar, quality and relevance. The two main reports, the Teacher Policy Study and the SABER SD (Service Delivery) expose alarming issues in respect to teachers' management and quality of teaching. The MoE in collaboration with the Independent Administration Reform and Civil Services Commission (IARCSC) and Ministry of Finance plans to devise a feasible policy which will be implemented in several steps and answer two major questions such as how to deal with the existing stock of teachers and how to improve the system overall. PASA Pillar II will influence policy dialogue by filling knowledge and technical gaps in terms of quality and relevance, particularly regarding teacher management and training. It will build on earlier work (e.g. the teacher policy study with a specific focus on teacher needs/allocation, recruitment, upgrading, and remuneration) and will inform ongoing teacher policy reforms. Pillar II connects to NESP III's Component 1 (quality and relevance) which primarily addresses challenges in 'teacher management,' 'teacher training,' 'relevant curriculum,' and 'textbooks,' and EQRA's Component 2, which supports activities related to teacher upgrading, curriculum review, and textbook distribution.

This project pertains to a subcomponent 2.2, which aims to improve the quality of teaching for existing teachers through a pilot using classroom diagnostics with teacher observations, followed by the provision of coaching and capacity building. The aim is to improve the quality of teaching without displacing teachers from classrooms by using the World Bank's Teach classroom observation technique to strengthen the feedback loop for teachers, highlighting areas for improvement to further their professional development and providing coaching tailored to their needs. This will be used in 200 schools as a pilot. The use of the tool will be closely linked to the Department of Academic Supervision's existing teacher coaching scheme by academic supervisors. It will also seek to improve the capacity of school administrators such as heads of department and principals so that they can coach teachers on an ongoing basis.

The existing teacher coaching scheme itself will be significantly strengthened in a pilot sample of 200 schools. Math and language teachers in grade 4 will receive intensive instruction on using scripted lessons in teaching reading and mathematics (this involves providing lesson plans with a high degree of scripting, providing concrete steps for teachers), continually assess student performance, and receive frequent school-based pedagogic support and resource materials. Incorporated into this process will be training on subject content as well. This training will be supplemented by school-level visits to support teachers at least once each month. In addition, school principals will receive training on how to support and coach teachers on an ongoing basis and create a conducive learning environment in the school. Though far from a magic bullet for learning in Afghan schools, the



pilot takes a new approach that builds on global evidence on what works in teacher training and coaching, as well as proven successes in other conflict-affected countries. This subcomponent links to DLI 1, which will track the average improvement in scores on the Teach observation tool and performance in a basic content knowledge test by teachers in the pilot.

## SCOPE OF WORK

*The survey firm will be responsible for overseeing and managing the following tasks:*

### Stage 0: Signature of Contract

### Stage 1: Preparatory Work

- Create an enumerator training plan, which specifies a recruitment timeline and training logistics for both sets of enumerators, in coordination with the Teach team.
- Develop the field implementation plan, which includes the field plan, field protocol, and data management plan.
- Procure a sufficient number of high-definition video cameras and related equipment for classroom recordings.
- Coordinate logistics for 12-15 Kabul-based enumerators to participate in 5-day training on Teach and 25-30 field-based enumerators to participate on a 5-day training on survey implementation and classroom recording. This includes travel/lodging arrangements to Kabul.

### Stage 2: Fieldwork

- Implement fieldwork; this includes:
  - Visiting each of the 200 schools in the sample once during the fieldwork period. On the date that the Survey Firm schedules with each school, the school should be visited by 1 enumerator for every 3 4<sup>th</sup>-grade math and language teachers in the school. That means that a school with, for example, 2 teachers should be visited by 1 enumerator, a school with 5 teachers by 2 enumerators, and a school with 9 teachers by 3 enumerators. The distribution of enumerators per school required to complete all data collection in one visit should be specified following the field implementation plan defined in Stage 1 above.
  - Within each of the 200 schools in the sample, field-based enumerators will:
    - Administer a questionnaire to the principal of the school (Module 1 in Table 1).
    - Administer a questionnaire to all 4<sup>th</sup>-grade math and language teachers in the school (Module 2 in Table 1)<sup>3</sup>
    - Administer a teacher content knowledge exam to all 4<sup>th</sup>-grade math and language teachers in the school (Module 3 in Table 1)
    - Record 1 math or language lesson from all 4<sup>th</sup>-grade math and language teachers in the 200 schools in the sample, which will then be coded by enumerators in Kabul (Module 4 in Table 1).
- During the fieldwork, the survey firm needs to create daily progress reports indicating, at least, number of schools visited, number of videos recorded, number of questionnaires administered, and number of exams administered. Information from modules 1-3 should be uploaded to a shared drive

<sup>3</sup> Depending on the costs and the availability of tablets in the Survey Firm, the principal and teachers' questionnaires can be implemented on tablets instead of paper.



in real-time so World Bank colleagues can check the quality of the data.

**Table 1: Overview of Data Collection Instruments**

Module	Module Title	Interviewee	Description
Module 1	Principal Questionnaire	Principals	Administered to measure the extent to which principals are instructional leaders and provide professional development opportunities. In addition, the questionnaire includes a module on school basic information and another on teacher roster.
Module 2	Teacher Questionnaire	All 4 <sup>th</sup> -grade math and language teachers	Administered to measure teacher motivation, professional development, and evaluation practices.
Module 3	Teacher Content Knowledge	All 4 <sup>th</sup> -grade math and language teachers	Administered to assess teaching capacity and measure pedagogical content knowledge of mathematics, Pashto/Dari, and English.
Module 4	Classroom recording	All 4 <sup>th</sup> -grade math and language teachers	Video recording of one class, following Teach procedures (see Annex 2). <sup>4</sup>

### Stage 3: Coding

- The Kabul-based enumerators will watch the recorded lessons and use SurveyCTO to input the *Teach* scores (via tablet, mobile phone, or computer). SurveyCTO makes it possible to input *Teach* scores digitally, which minimizes error and expedites the data collection process.

### Stage 4: Final Datasets & Overall Reporting

- Prepare and deliver clean datasets to the World Bank, which include all data from schools, and teachers. Unique identifiers should link (i) each school to the teachers and principals in that school, and (ii) each school to the tested and observed teacher.
- Prepare and deliver all the teacher observation recordings. The recordings should be organized and labeled to easily align the teacher tests with the observations.
- Draft a report, detailing the overall organization and execution of the survey and data entry, as well as the organizational database file structure.

## OVERVIEW OF TASKS

*In support of this objective, the following tasks/activities will be undertaken by the Survey Firm:*

### Staffing

- Recruit 1 project manager
- Recruit 1 data manager
- Recruit 1-2 experienced field supervisors to oversee collection of video footage, ensure data quality assurance, and manage communications with the in-country and DC-Based World Bank teams (recommended candidates to be approved by the World Bank).
- Recruit 12-15 enumerators to conduct classroom observations using video footage.

<sup>4</sup> Do note, special attention should be given to female vs. male classrooms; enumerators should be organized such that only male enumerators record boys-only classrooms and vice versa

- Recruit 18-20 enumerators to conduct fieldwork (record classrooms and conduct questionnaires/exams).

#### *Sampling*

- Comply with all the sampling requirements; including the agreed approach to school replacement. The sample will be provided by the World Bank team.

#### *Logistics*

- Coordinate logistics for survey firm personnel to visit and record the 200 schools designated in the sample (including necessary approvals for recordings).
- Coordinate logistics for enumerators to participate in the training. This includes travel/lodging arrangements to Kabul.

#### *Data Collection & Data Management*

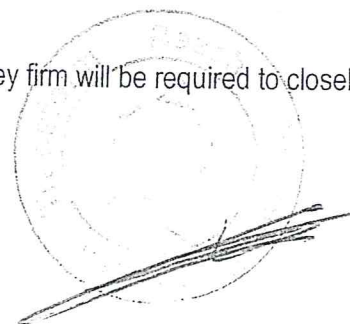
- Develop a field implementation plan in preparation for fieldwork implementation, as stipulated in the 'Scope of Work.'
- Reproduce the surveys and other data collection materials sufficiently to cover the needs of the study.
- Procure video cameras for classroom observation recording, as needed.
- Implement and oversee all fieldwork.
- Organize and provide logistical support (transport, per-diem, etc.) to enumerators and supervisors as data is being collected.
- Organize controls for data verification and validation to ensure high quality information is collected during implementation. Specifically, call-back 75% of sample to check if information from all modules was collected.
- Ensure the videos are of high quality and follow the specifications outlined in the Video Recording Guide (see Annex 2).
- Ensure the data collected by observers meet the specifications agreed upon by the World Bank team by ensuring the field supervisors monitor observers to ask follow-up questions and cross-check reliability. The field supervisor will be expected to use SurveyCTO application to collect and deliver clean STATA datasets to the World Bank.
- Produce a clean database of the survey information; ensure it's available in both STATA and archived formats.
- Deliver video recordings in a format readable by common video software (e.g. AVI, MP4, or MOV files). These files should be organized in such a way that the teacher, school, grade level, and subject matter are easily identified. All video files and Recording Authorization Forms should be uploaded to the shared OneDrive folder.
- Deliver reports that detail the overall organization and execution of the survey and data entry, as well as the organizational structure of the output files.

#### *Data Report*

- Prepare survey implementation report.
- Prepare two reports by week during fieldwork with a template to be agreed upon with the World Bank.
- Prepare data documentation and archiving.

#### *World Bank Principal Researcher*

For the training, sampling, field strategy, and field deployment, the survey firm will be required to closely





collaborate with the World Bank's principal researcher, who will assist in any way necessary for the survey to produce the highest quality data.

## SCHEDULE OF DELIVERABLES AND EXPECTED OUTPUTS

*The survey firm's output is expected to consist of, but is not restricted to, the following deliverables:*

### Stage 1: Preparatory Work – August-September 2019<sup>5</sup>

- Create an enumerator training plan, which specifies a recruitment timeline and training logistics for both sets of enumerators, in coordination with the Teach team.
- Develop the survey implementation plan, which includes the field plan, field protocol, and data management plan.
- Procure a sufficient number of high-definition video cameras and related equipment for classroom recordings.
- Recruit project manager, data manager, (Kabul and field-based) enumerators, and field supervisor(s).

### Stage 2: Fieldwork – October 2019

- Complete supervisor and enumerator training (for field-based and Kabul-based enumerators).
- Share bi-weekly monitoring reports on fieldwork in a specified report template, to be agreed upon with the World Bank.
- Upload survey data to a shared drive in real-time so World Bank colleagues can check the quality of the data.
- Provide scanned copies of all the material completed on paper.
- Deliver video recordings to Kabul-based enumerators for coding in a format readable by common video software (e.g. AVI, MP4, or MOV files). These should be uploaded to the shared OneDrive folder.

### Stage 3: Coding – October 2019

- Have Kabul-based enumerators code classroom observation footage and give the World Bank Team access to the data as it is being collected.

### Stage 4: Final Datasets and Overall Reporting– November 2019

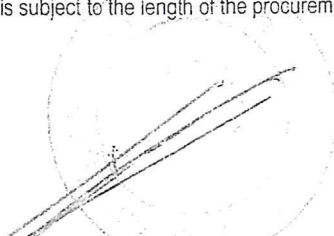
- Submit a clean dataset in STATA format with unique identifiers for all facilities and individuals (schools and teachers) observed; must contain variable and value labels constructed from the provided STATA do file (using the Teach computer assisted software).
- Create a database of all observational data. Organize and archive classroom observation Excel sheets (provided by World Bank team) and classroom video footage.
- Submit a final survey implementation report.

## Timing and Structure of Payments

*The survey firm will be paid in four disbursements according to the following schedule:*

- 10% upon signing the contract;

<sup>5</sup> It is estimated the procurement process will begin in May 2019 and take about three months to formally conclude; however, this timeline is subject to the length of the procurement process.





- 20% upon submission of Stage 1 deliverables;
- 30% upon submission of Stage 2 deliverables;
- 40% upon completion of Stage 3 (and all) deliverables.

The survey firm may be retained for subsequent dissemination and strategic advising with government, CSOs, media, and all other interested stakeholders.

### Shortlisting Criteria for firms:

*The firm/consortium to be selected shall possess the following qualifications:*

- Be legally registered, enabling the organization to perform the above-mentioned tasks. Each JV member also need to meet this qualification requirement.
- Demonstrated experience in organizing large-scale school or household surveys in Afghanistan/region, within the past ten years.
- Have been in business in for the last 5 years. Each JV member also need to meet this qualification requirement.
- Have turnover of [estimated cost:] in any of the last five years. Each JV member also need to meet this qualification requirement.
- Have completed at least two contracts with the value not less than [80% of of estimated cost:]. Each JV member also need to meet this qualification requirement.

### SKILLS AND COMPETENCIES OF STAFF TO BE RECRUITED BY FIRM

#### Project Manager

##### Required:

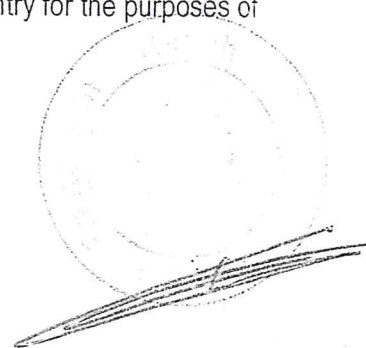
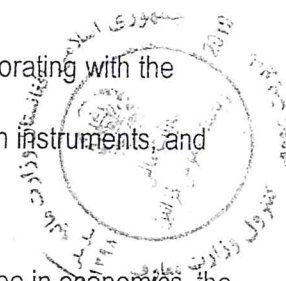
- At minimum, a masters degree in the social sciences or related field.
- 10 years of experience and demonstrated ability managing large-scale data collection.
- At least 5 years proven experience with data quality assurance mechanisms (fieldwork management, data entry programming, etc.).
- Proven ability to facilitate communication between different stakeholders, government, non-government, and academic institutions.
- Ability to communicate in English, Urdu, and Pashto.

##### Preferred:

- Understanding of the Afghan context, with proven track record of collaborating with the government.
- Previous experience with school-based surveys, classroom observation instruments, and teacher/student assessments.

#### Data Manager

- At minimum, a bachelor's degree in statistics and/or an advanced degree in economics, the Social Sciences, or related field; with a strong quantitative focus.
- Proficient in data entry and possess the ability to organize data entry for the purposes of analysis.
- Proven capacity to deliver accurate, cleaned data collection.



- Proven experience with CAPI software, in particular, SurveyCTO. \*If the survey firm uses tablets for the questionnaires, The World Bank will provide the questionnaires in SurveyCTO (ODK).
- For the portion of the survey in CAPI, experience with CS-Pro is necessary. \*The World Bank will provide the data entry program in CS-Pro.
- Ability to communicate in English, Urdu, and Pashto.

#### *Field Supervisor(s)*

- Minimum 5 years' previous experience conducting large facility level surveys or classroom observations in the public service delivery sectors.
- Knowledge of the varying cultural context/sensitivities throughout Afghanistan and provinces.
- Demonstrated understanding of the Afghan education sector(s).
- Previous experience with classroom observation tools (*preferred*).
- Proficient in data entry and organization.
- Oral and written fluency in English, Dari, and Pashto.
- Strong project management skills and attention to detail.

#### *Enumerators*

##### *Type 1: Kabul-based Enumerators for Teach*

- Bachelors degree
- At least three years of previous experience with survey work
- Passage of the *Teach* Reliability Exam
- Oral and written knowledge of Dari and Pashto
- Previous experience with classroom observation tools and technical surveys

##### *Type 2: Kabul-based Enumerators for Fieldwork*

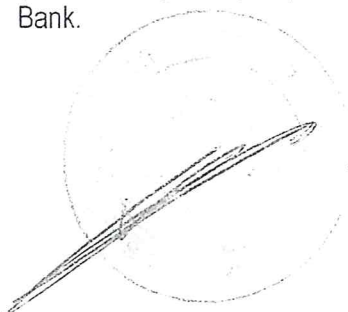
- Bachelors degree (*preferred*)
- At least one year of previous experience with survey work
- Knowledge of the varying cultural context/sensitivities throughout the country and provinces
- Ability to record classrooms
- Oral and written knowledge of Dari and/or Pashto
- Experience in a classroom setting and ability to work well with children

#### **Period of Consultancy**

The consultancy will run from August to December 2019, with the possibility of downstream work.

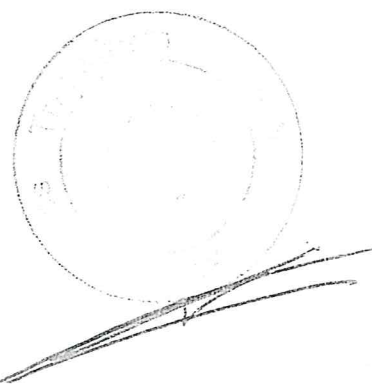
#### **Intellectual Property**

The World Bank shall, solely and exclusively, own all rights in and to any work created in connection with this agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets, or other proprietary rights in and to the work. The survey firm is not allowed to post or publish (electronically or in print) any project-related information without the explicit permission of the World Bank.



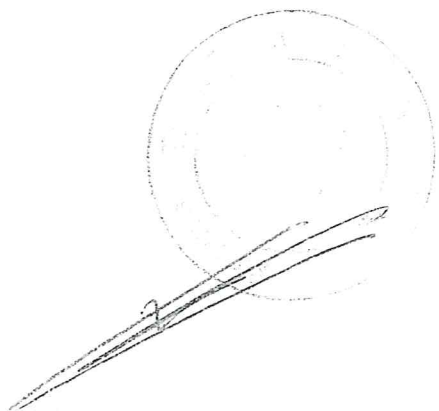
Annex 1: Below is the list of five provinces and districts. The targeted districts are highlighted.

Province	District
Parwan	Charikar
	JabulSaraj
	Salang
	Shinwari
	Ghorband
	Shaikh Ali
	SurkhParsa
	Bagram
	Koh-e-Safi
	Sayed Khail
Paktia	Gardez
	Zurmat
	Showak
	OziZadran
	DandPatan
	LajaMangal
	Jani Khail (Mangal)
	Samkanay
	Laja Ahmad Khail
	Sayed Karam
	Zazai (Aaryoub)
	Road Ahmad Aba
	Gerda Serey
	Mirzaka
Kunar	Asad Abad
	Marrora
	Dangam
	Narey
	WataPur
	Chapa Dara
	Dara Paich
	Narang
	Sooke
	Noor Gull
	KhasKunar
	Sarkaney
	ShaigalShaltan
	(Bar Kunra) Asmar
	Ghazi Abad
	Sheltan





Balkh	Mazar-e-Sharif
	Nahr-e-Shahi
	Shor Tepa
	Dawlat Abad
	Balkh
	Char Bolak
	Chemtal
	Sholgara
	Kashanda
	Char Kant
	DehDadi
	Kaldar
	Khulm
	Marmul
	Chahi
	Zare
	Alborz
Kabul	1st District
	2nd District
	3rd District
	4th District
	5th District
	6th District
	7th District
	8th District
	9th District
	10th District
	11th District
	12th District
	13th District
	14th District
	15th District
	16th District
	17th District



## Annex 2: Video Recording Guide

## 1. Required Materials

- Video camera/iPhone (with ample storage)
- Rechargeable battery or power source
- Tripod
- Notebook to track teacher name, school name, grade, subject, and video length
- Phone, watch, or stopwatch to note the duration of the recording

## 2. General Steps for Arriving at the School

A day before the classroom observation is scheduled to take place, the team should contact the school authorities to ensure the appropriate approvals have been processed and to remind the school authorities of the scheduled visit. On the day of the observation, the enumerator should arrive at least one hour before class begins. When s/he arrives, they check-in with the school officials and ask which classrooms they will be recording. S/he should never go directly to the teacher's classroom without first checking in at the main office.

## 3. Classroom Recording Protocol

It is important that videographers introduce themselves to the teacher before the formal instruction begins so that s/he has a general sense of the purpose of the observation. It is recommended the videographer briefly explain that the video recording will remain confidential and will not be used for evaluative purposes, but for a study of teacher practices and for training purposes in Afghanistan. To make the class as natural as possible, the enumerator should not be introduced to the students, and his/her presence should be as inconspicuous as possible. Videographers should not intervene in the class in any way. Before recording, the videographer must present the Recording Authorization Form for the teacher to sign.

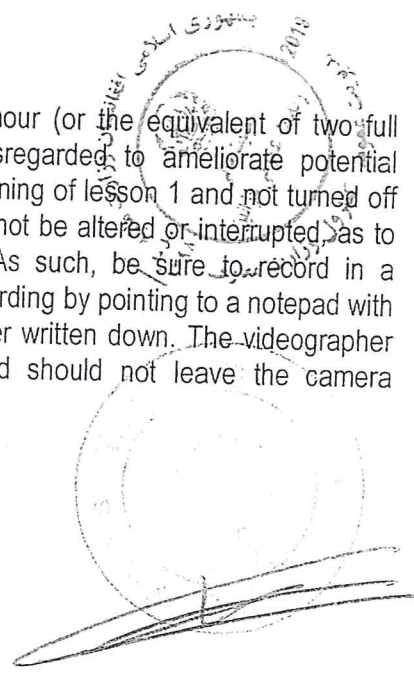
Here is a sample introduction text that can be used to explain the purpose of the visit as the teacher is provided with the Recording Authorization Form:

*"Good morning/afternoon, [Mr./Ms. XXX], I work for [affiliate organization]. Your classroom has randomly been selected to be recorded. We are requesting consent to record your lesson and use this video as part of a classroom observation training. The recordings will not be used for evaluative purposes, but rather as examples during a classroom observation training. These recordings are crucial to the success of the study. Please proceed with your lesson as you normally would."*

## 4. Recording Lessons

*Videotape in Real-Time*

It is important to record the sampled teachers for at least 1 hour (or the equivalent of two full lessons). The first 15 minutes of this footage should be disregarded to ameliorate potential Hawthorne Effects. The camera should be turned on at the beginning of lesson 1 and not turned off until the lesson has concluded. It is important that the recording not be altered or interrupted, as to capture the nature of the lesson as accurately as possible. As such, be sure to record in a continuous stream and do not pause the recording. Begin the recording by pointing to a notepad with the date, time, grade level, name of school, and name of teacher written down. The videographer should be present throughout the duration of the lesson and should not leave the camera unattended.



### *Camera Placement*

If possible, the videographer should position the video camera with the windows behind it, thereby avoiding backlight problems, and near the corner at the back of the classroom to provide a general view of the entire classroom and to get a side and back view of the students. Positioning the camera too close to the front of the room results in oblique angles that make it difficult to see what the teacher is doing, how s/he interacts with students, and what is written on the board. The camera should be positioned on a tripod and should not move during the lesson. The camera should be positioned to record what the teacher writes on the chalkboard, the actions of the teacher, and the actions of as many of the students as possible. It's recommended the quality of the recording be tested for sound and image before the actual recording begins.

## **5. General Guidelines**

### *During Class, the videographer should:*

- Sit toward the back of the classroom to get a view of the entire classroom.
- Ensure his/her presence does not hinder the students' view of the classroom.
- Keep his/her personal belongings (backpack, purse, books) out of sight and only take out the materials needed for the recording.
- Not text or use cellphone during the lesson (cellphones should be put on Airplane mode during the recording).
- Not engage with students in any way; use nonverbal cues to redirect them from conversation when possible.
- Not disturb the class in any way, i.e. do not wave to students, take photos with the teacher, speak loudly to another videographer, text, make phone calls, etc.
- Avoid making the teacher and students feel uncomfortable with verbal remarks or nonverbal cues.
- Constantly ensure the video camera is recording properly.

### *After Class, the videographer should:*

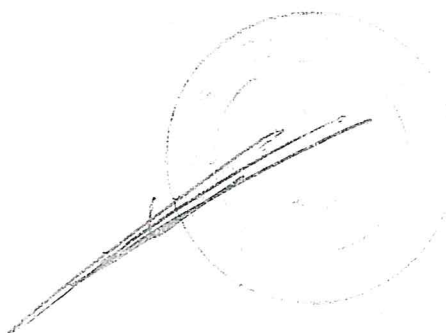
- Thank the teacher for allowing him/her to conduct the recording.
- Reassure the teacher that the recording is confidential and will not be used for evaluative purposes.
- Not comment on the classroom activities or the students' behavior to anyone.

### *Organize the Files*

Save the files with a name that can easily identify the teacher, school, grade level, and subject matter. If there are multiple videos with the same teachers or subjects, differentiate the names by using the date and time of the recording. Save the file and prepare a spreadsheet that includes the video file name, classrooms observed, date, subject, grade, teacher, and school. All video files and Recording Authorization Forms should be uploaded to the shared OneDrive folder.

## **Guidance on Angles and Camera Shots**

### Acceptable Angles and Camera Shots

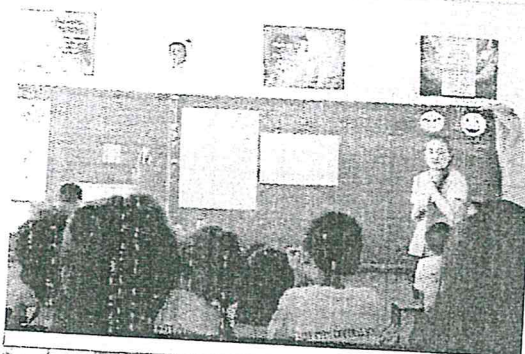






This angle provides a clear view of the teacher and most students. The lighting is such that it's easy to see what the teacher is doing and how the students are reacting to her instruction.

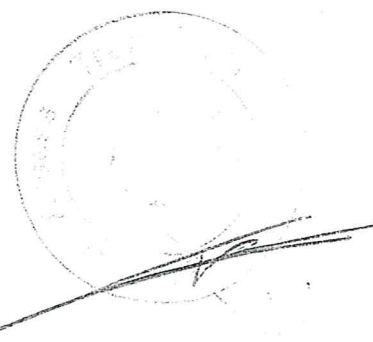
### Unacceptable Angles and Camera Shots



Although the teacher's face can clearly be seen, it is difficult to see what the student is doing at the board and whether the other students are following along.



This shot is a little too dark to properly see what's going on. By positioning the camera at the other side of the classroom (with the windows to the back of the videographers), some of the backlight may have been mitigated.



## APPENDIX B - KEY EXPERTS

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# APPENDIX C – BREAKDOWN OF CONTRACT PRICE

RFP No: AF-MOE-EORA-108461-CS-C05  
 Date: 19 October 2019

FORM FIN-3 Breakdown of Remuneration

No	Name	Position (as in TECH-6)	Person-month Rate	Person-month (from TECH-6)	Time input in AFN
K-1	Key Experts				
K-2	Project Manager		384,384	2	768,768
K-3	Data Manager		231,478	1.5	347,218
K-4	Field Supervisor		175,718	1.8	316,293
K-5	Field Supervisor		175,718	1.8	316,293
K-6	Field Supervisor		175,718	1.8	316,293
N-1	Non-Key Experts				
N-2	Abdul Basir Sahaak	Quality Assurance Manager	161,736	1.25	202,170
N-3	N.A.	Quality Assurance Assistant (5)	54,912	12	658,944
N-4	N.A.	Kabul-based enumerators (15-10) for training	65,892	26.5	1,746,207
N-5	N.A.	Field-based enumerators (30)	43,930	42	1,845,043
N-6	N.A.	Translators (6)	76,877	1	76,877
N-7	N.A.	Operations Team	483,226	0.5	241,613
N-8	N.A.	Peer Reviewer	1,317,888	0.15	197,683
N-9	Amir Jafar-Fahar	Research Specialist	1,054,310	1.25	1,317,888
N-10	N.A.	Research Assistants (2)	76,877	1	76,877
Total Cost:					8,400,819

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2019/10/19  
 2019/10/19  
 2019/10/19



RFP No: AF-MOE-EQRA-108461-CS-CQS  
Date: 19 October 2019

Form FTN-4 Breakdown of Reimbursable Expenses

No	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	AFN
1	Per diem during training for field-based enumerators and	6	2,203	30	576,576
2	Transport for Kabul-based enumerators during training	5	915	25	114,400
3	Transport for field-based enumerators during training	4	915	30	109,824
4	Transport of field-based enumerators to Kabul - round trip	1	3,661	30	109,824
5	Meals for TEAC training at WB compound	5	1,281	36	230,630
6	Training venue for field-based enumerators	4	1,281	42	219,156
7	Transport for field team supervisors to the field for spot-checks	2	4,881	15	109,824
8	Per diem for field team supervisors during spot checks	10	1,092	2	21,965
9	Phone top up cards/data package	2	915	45	82,368
10	Smartphone depreciation	1	73	515	37,708
11	SurveyCTO subscription	1	20,134	2	40,268
12	Communication	5	52,166	1	260,833
13	Office cost	5	163,621	1	619,100
14	Transportation WB staff	5	61,234	1	311,168
15	Bank fees	1	915	59	55,985
16	Data collection equipment (video, camera etc)	1	45,760	30	1,372,800
17	Daily transport allowance for field-based enumerators	14	915	30	388,944
					5,133,835

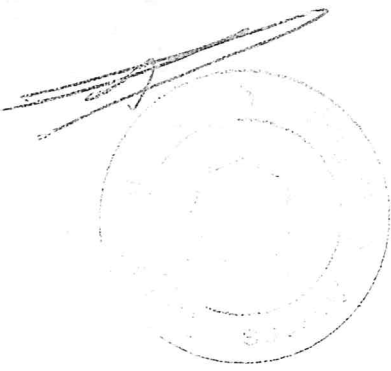
15/10/19

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*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."



*Not Applicable*

**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name and Title: \_\_\_\_\_



# APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

{Guarantor letterhead or SWIFT identifier code}

## Bank Guaratee for Advance Payment

**Guarantor:** \_\_\_\_\_ [insert commercial Bank's Name, and Address of Issuing Branch or Office]  
**Beneficiary:** \_\_\_\_\_ [insert Name and Address of Client]  
**Date:** \_\_\_\_\_ [insert date]

## ADVANCE PAYMENT GUARANTEE NO.:

We have been informed that \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ [insert date] with the Beneficiary, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [insert amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] () [amount in words] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_\_ day of [month], [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year]. In response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

د افغانستان اسلامي جمهوریت  
د سوداګرۍ او صنایعو وزارت  
د مرکز ثبت او فکري مالکیت لوی ریاست

Reg #: 104777  
License #: D-11878

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

د ثبت نمبر: ۱۰۴۷۷۷  
د جواز نمبر: D-۱۱۸۷۸

TIN / نمبر تشخیصیه مالییه / 9001181800

Assess Transform Reach Consulting

Business License



مرستیال / V-President  
پېټه فریما



رئیس / President  
ان فخر جستم

تصدیق کړی دا جواز چې نوم یې پورته یاد شوی دی د افغانستان د ناقله قوانینو پر بنسټ ثبت او صادر شوی.

تصدیق شوګر دد این جواز که نام آن در فوق ذکر میباشند، در مطابقت با قوانین نافذه 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: 07/May/2017 ۱۳۹۶/۰۵/۱۷  
Valid Date: 05/May/2020 ۱۳۹۹/۰۵/۱۶  
Established: 2012 ۱۳۹۰  
Creating Building, Construction Assessment Monitoring Evaluation and Research

د صدور نېټه: ۱۳۹۶/۰۵/۱۷  
د پای نېټه: ۱۳۹۹/۰۵/۱۶  
د تاسیس کال: ۱۳۹۰  
سکټور فعالیت:

د اوس شرکت:

تاریخ: ۱۳۹۹/۰۵/۱۶  
Tariq Abdullah Sarfraz

12099

نمبر مسلسل:  
قیمت حق الطبع (۵۰۰) افغانی