

being notified, or within any further period as the Client may have subsequently approved in writing;

- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. This also gives the same consideration to the Consultant.

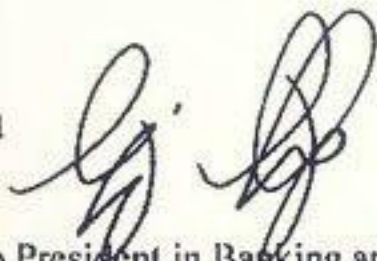
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Ministry of Finance

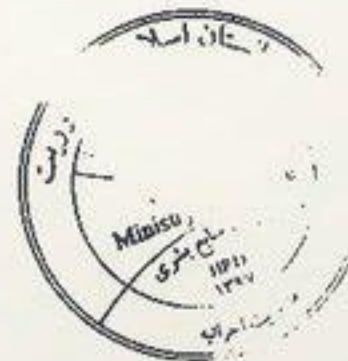


(Dr. Mohammad Humayun Qayumi)  
(Acting Minister of Finance)

For the Consultant  
(Ajmal Ahmady)



(Senior Advisor to President in Banking and Financial Affairs)





- (i) Normal and customary expenditures for official travel, accommodation, printing, telephone charges and national visas; official travel will be reimbursed at the cost of less than business class travel.
- (ii) Such other expenses as approved in advance by the MoF Management.

**D. Payment Conditions**

Payment shall be made on a monthly basis of **\$(500 Per day)** (including local taxes) not later than 14 days following submission of invoices and a timesheet in duplicate to the HR and Finance departments. **The local taxes will be paid by client or on behalf directly to the tax authorities.**

Payments shall be made to Consultant's bank account in the as follows:

Bank Name:	Bank of America
Branch Address:	1414 Massachusetts Ave
Account Holder's Name:	Ajmal Ahmady
Account Holder's Address:	12161 Shady Springs Ct, Northridge, CA 91326
Account Number:	009480036942
Sort Code:	
Bank's IBAN:	
Bank's SWIFT:	BOFAUS3N

**4. Project Administration**

**A. Coordinator**

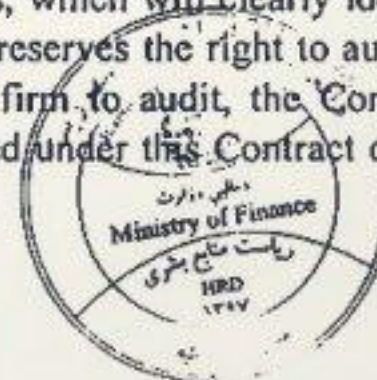
The DG Chief of Staff Office or relevant directorate acts as Coordinator; He shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

**B. Timesheets**

During the course of his/her work under this Contract, including field work, the Consultant providing services under this Contract is required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

**C. Records and Accounts**

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm, to audit, the Consultant's records relating to amounts claimed under this Contract during its



**Annex-A**

**TERMS OF REFERENCE**

(Background of the assignment)

**Objectives**

The primary and key objectives of the initial work are to:

1.

**Accountability**

The Consultant will work to and is accountable to the Client in MoF.

**Duration**

The initial contract will run from from-to.

**Meetings**

**Key Deliverables**

The Consultant will deliver

1.



## **LIST OF ANNEXES**

**Annex A: Terms of Reference and Scope of Services**

**Annex B: Consultant's Reporting Obligations**

**Annex C: Consultant's Curriculum Vitae**

**Annex D: Cost Estimate of Services, List of Personnel and Schedule of Rates and working Hours**

**Annex E: Services and Facilities provided by the Client**

## **Annex B:**

### **CONSULTANT'S REPORTING OBLIGATIONS**

The Consultant shall submit a report before the \_\_\_date\_\_\_ of every month detailing the activities carried out with reference to the objectives and deliverables.

### **CONSULTANT'S REPORTING OBLIGATIONS**

(1) Monthly Activity Report

Reporting relationship: Reporting to \_\_\_client\_\_\_ on monthly basis



**ANNEX C:**

**Cost Estimate of Services, Schedule of Rates and Working Hours**

**1. (a) Remuneration including tax**

Period	Consultant	Remuneration per day in USD	Time Spent	Total in USD (Estimate)
	AjmalAhmady	500	24 days a month	12000

@ ALL National Consultants shall be paid in Afghani

**1. (b) Taxestimates\*:**

**Tax rate to be applied according to Afghanistan Income Tax Law:**

From AFN 0 to 5000	0%
From AFN 5001 to AFN.12,500	2%
From AFN. 12,501 to AFN100,000	10% + AFN. 150 fixed amount
From AFN. 100,000 andabove	20% + AFN.8,900 fixed amount

Period	Consultant	Tax Estimate per Month in USD	Time Spent	Total in USD (Estimate)

\* The tax will be paid by the client on behalf of the consultant directly to the tax authorities.

\* Tax calculated on the current Exchange Rate (\$ 1 = AFN 68.5)

**2. Reimbursable\*:**

Description	Rate in USD	Number	Total
Accommodation	900	Per Month	10,800USD/ Yearly
Mobile Top up	50	Per month	600USD
Round Trip	2500	4	10000USD

\*All reimbursable will be paid as per actual on the basis of provision of bills/receipts

**Total remuneration (including tax):**

With the following breakdown:

- Estimated remuneration (excluding tax)
- Estimated tax:

**Reimbursable:**

**Total Contract ceiling amount:**





## Contract for Services

This CONTRACT (hereinafter called the "Contract") is made for *12 months*, between, on the one hand, Ministry of Finance, having its principal place of business at *Pashtunistan Watt*, (hereinafter called the "Client") and, on the other hand, *Ajmal Ahmady*, ("Senior Advisor to President in Banking and Financial Affairs") having as his permanent residential address \_\_\_\_\_ (hereinafter called the "Consultant").

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
  - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex D, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term**

The Consultant shall perform the Services during the period commencing from **1<sup>st</sup> July, 2018 to 30<sup>th</sup> June, 2019** or continuing until the completion or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
  - A. **Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of **annex C**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph \_\_\_\_ below and of the reimbursable expenditures as defined in sub-paragraph \_\_\_\_ below.
  - B. **Remuneration**

The Client shall pay the Consultant for Services rendered at the rate(s) **\$500USD** per day spent in accordance with the rates agreed and specified in Annex D, "Cost Estimate of Services, List of Personnel and Schedule of Rates."
  - C. **Reimbursable**

The Client shall pay the Consultant for **reimbursable** expenses, which shall consist of and be limited to:





term and any extension, and for a period of three months thereafter. The Client is responsible for providing to the Consultant a full accounting of amounts paid on a monthly basis.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Ministry and/or persons or auditors appointed by the MoF to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
- 6. Inspections and Auditing**
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** The Consultant grants the Client grants unrestricted non-exclusive worldwide copyright for the use of any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
- 10. Insurance** The Consultant him/herself will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The laws of Islamic Republic of Afghanistan shall govern the Contract, and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after

