

**ISLAMIC REPUBLIC OF AFGHANISTAN  
SUPREME AUDIT OFFICE**

**CONTRACT NUMBER: *FPIP/FSP/CS/C3/-035***

**BETWEEN**

**SUPREME AUDIT OFFICE**

**AND**

*MR. Ashok Kumar Kariki*

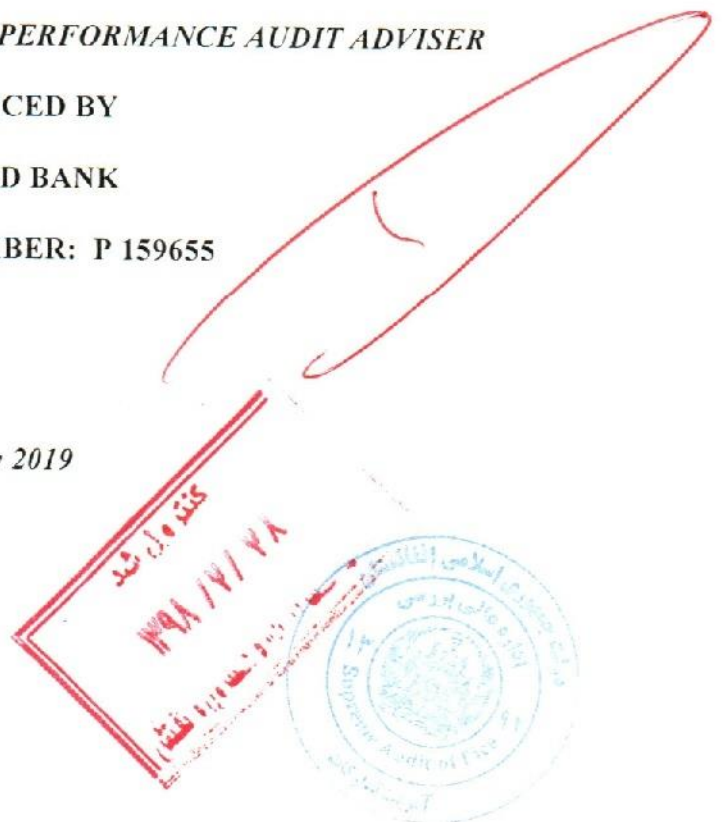
**<CONSULTANCY SERVICES AS PERFORMANCE AUDIT ADVISER**

**FINANCED BY**

**WORLD BANK**

**GRANT NUMBER: P 159655**

*May 2019*



## Contract for Services

CONTRACT NO [FPIP/FSP/CS/C3/035]

THIS CONTRACT is entered into this 04/05/2019 by and between AFGHANISTAN SUPEREM AUDIT OFFICE ("the Client") having its principal place of business at KABUL AFGHANISTAN and {Ashok Kumar Karki} ("the Consultant") having its principal office located at Katmandu Nepal,

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 in Annex D, "Cost Estimate of Services, and Schedule of Rates" to perform the Services is given.
2. **Term**

The Consultant shall perform the Services during the period commencing 04/05/2019 and the parties in writing may subsequently agree continuing through 03/05/2020 or any other period as.
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 **USD 172,262 (One hundred seventy two thousands and two hundred sixty two USD)** 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 B below and of the reimbursable expenditures as defined in sub-paragraph C below.



B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month (or per day or per hour spent subject to max 8 hours 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:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of economy class travel and will need to be authorized by the Client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made on a monthly basis of **USD \$11,064 eleventh thousands sixty four USD (Including USS 9,000 net salary and USS 2,064 taxes)** not later than 30 days following submission of invoices and a timesheet in duplicate to the Coordinator designated in paragraph 4. **The local taxes will be paid by the client directly to the tax authorities.**

Payments shall be made to Consultant's bank account:





#### 4. Project Administration

##### A. Coordinator

The Client designates "**Ahmad Shekib Kardoost**" as Client's Coordinator; the Coordinator 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 term and any extension, and for a period of three months thereafter

#### 5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

#### 6. Inspections and Auditing

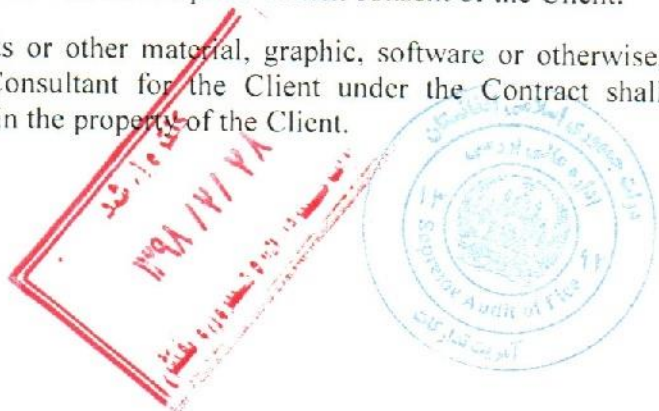
The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. 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.

#### 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

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

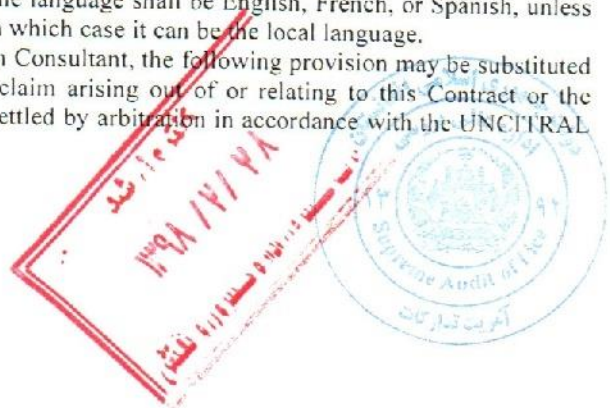


- The Consultant may retain a copy of such documents and software.<sup>3</sup>
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified 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 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 Contract shall be governed by the laws of Islamic Republic of Afghanistan], and the language of the Contract shall be<sup>4</sup> [English].
- 13. Dispute Resolution<sup>5</sup>** 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. Fraud and Corruption** It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, 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

<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 8.

<sup>4</sup> The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

<sup>5</sup> In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."





the actions of another party<sup>1</sup>;

- (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<sup>2</sup>;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;
- (iv) "coercive practices" 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<sup>4</sup>;
- (v) "obstructive practice" is
  - (aa) 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
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in

<sup>1</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>2</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>3</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>4</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.







competing for the contract in question;

- (c) will declare mis-procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>5</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

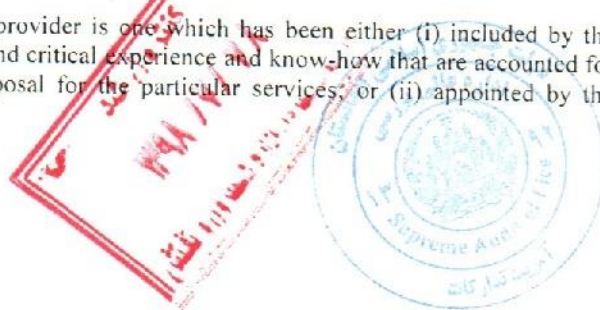
## 15. Termination

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 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 or the Bank, 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.

<sup>5</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>6</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.





## LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services -Attached
- Annex B: Consultant's Reporting Obligations- As per TOR
- Annex C: Consultant's Curriculum Vitae -Attached
- Annex D: Cost Estimate of Services, and Schedule of Rates and working  
Hour contract deliverable based as per bellow Rates
- Annex E: Services and Facilities provided by the Client-
- Suitable furnished Office Space
  - Suitable office equipment
  - Transport to Provinces as and when required

8



## Annexure – A

## International Advisor for Performance Audit

Post Title:	International Advisor for Performance Audit
Organization:	Supreme Audit Office
Duty Station	Kabul, Afghanistan
Duration:	Eighteen months - Full time
Gender:	Male/Female

**1. Background**

Supreme Audit Office (SAO) is the only Supreme Audit Institution conducting audit of accounting and financial activities of the Government entities and organizations in Afghanistan. The SAO has the mandate to conduct Qatia Statement Audit, Financial Audits, Compliance Audits, Performance Audits and special audits on pre-determined government institutions. Its mandate, functions and powers are enshrined in the Supreme Audit Office Law.

Funded by the World Bank and implemented by SAO, FSP objective is to contribute self-reliance. The FSP is a direct derivative of the GoA's strategic vision entitled "Realizing Self-Reliance: Commitments to Reforms and Renewed Partnership". This vision has been translated into two key flagship reform programs. The first is the Afghanistan National Peace and Development Framework (ANPDF). The second complementary reform program – to which the FSP directly contributes through implementation support to the FPIP – is the GoA's PFM Road Map.

Performance Audit is one of the key audits that the SAO is mandated to conduct as per the Afghanistan Supreme Audit Office Law. The Performance and Environment Audit Department currently has 10 auditors. These auditors have undertaken a number of short courses on Performance Auditing in and outside Afghanistan in the last three years. The team was able to conduct five (5) performance audits in 2017 and one (1) environmental audit in 2015 and are currently conducting (3) performance audits this year.

Although some progress has so been made in building SAO's performance and environment auditing capacity, there is still significant support needed in order to fully build the SAO's performance audit capacity. Thus, the need for an International Advisor to the Performance and Environment Audit Department.

The Advisor will support the Department on various policy issues and also help conduct trainings, develop relevant manuals, Guidelines and checklists and also support the Performance Auditors in the planning, execution, reporting and follow-up on the audits conducted.

**2. Objective**

The Adviser is to support the Performance Audit Department of SAO in conduct comprehensive and well-furnished performance audit of the entities, and to develop and update the required suitable policies and regulations and support activities of the department through transfer of skills to the office.

The International adviser will work collaboratively with the performance Audit Department of SAO, other international and national advisors, SAO management and staff as well as other incoming external stakeholders and clients by ensuring that all policy and legal decisions are properly taken.

**3. Duties and Responsibilities**

The International Advisor will carry out the following tasks:





- 1) Advise the Head of Performance and Environment Audit Department on policy and operational matters;
- 2) Assist in capacity building of the directorate
  - Assist in the development of an overall training and capacity building plan and personal development plans for all staff of the Performance and Environment Audit Department, including targets to assess progress in capacity building;
  - Provide formal as well as on-the-job training to the SAO performance audit Department in planning, conducting and reporting the results of actual performance and environment audits conducted;
  - Develop special need based curriculum for PA trainings.
  - Prepare material to ensure educating the audited entities about the specific nature of PAs, based on requirement
  - Mentor all Performance and Environment Audit Department staff in their personal and professional development activities including ensuring that good practice is established and maintained in the conduct of audit work;
- 3) Standardize the selection process of the Performance Audit Topics.
  - Put up a system for obtaining "Suggested PA topics" from other directorates and develop a standard template for regular PA topics suggestions receipts.
  - Develop a mechanism /matrix for prioritization of selected PA topics and enhancing objectivity in PA topic selection.
  - Consult on development of a database for selection of the performance and environment audit topics.
- 4) Develop three detailed Performance Audit guidelines, a) for audit of Construction projects, b) Audit of Procurement System and c) Audit of HR system, include of required audit checklists.
- 5) Developing detailed project/system/program specific PA Checklists
  - Preparing checklist for QC of PAs.
  - Preparing checklist for compliance with relevant ISSAIs.
  - Preparing generic checklist for assessment of internal controls and audit risk.
- 6) Development of relevant audit work plans for system based, and result based approaches including of checklists for the Department according to the relevant INTOSAI standards and local laws;
  - Update/ develop Performance and Environment Audit work plans templates.
- 7) Provide supports for implementation of PA strategic and operational plans.
  - Support the implementation of 5 years' strategic plan of Performance and environment audit Department.
  - Support implementation of SAO Performance Audit Manual;
- 8) Support the Performance and Environment Audit Department in executing and achieving the benchmarks set for it by the World Bank;
- 9) Assist in conducting performance of the audited entities.
  - Assist in successfully conduct of at least 5 performance audit
4. **Deliverables and Expected Outputs**
  1. A detailed work plan with measurable performance targets;



2. Monthly Progress Reports against the work plan;
3. Construction Project PA Guideline, including required Audit Checklists.
4. HR System PA Guideline, including required Audit Checklists.
5. Procurement System PA Guideline, including required Audit Checklists.
6. Mechanism /matrix for prioritization of selected PA topics.
7. Action Plan for the implementing of Five-year PA Strategic Plan.
8. A medium term training and capacity building plan for the SAO Performance and Environment Audit Department;
9. Training of staff in Performance and Environment Audits;
10. Updated/ developed Performance and Environment Audit work plans templets.
11. Evidence of significant improvement in audit efficiency and the quality and quantity of Performance and Environment audit reports. (The Advisor should assist the Department to successfully conduct at least 5 performance audits.

#### 5. Key Qualifications and Experience

- o A certified professional qualification in Chartered Accountants/ Certified Public Accountants, or Master's Degree in Accounting/Auditing
- o Minimum of Ten (10) years post qualification working experience in Public sector performance Auditing at managerial level;
- o Thorough knowledge in international standards on public sector audit;
- o Experience in capacity development, compilation of training materials, develop various audit checklist, audit manual, audit documents and training on checklist, and delivery of trainings on various audit topics within the Afghanistan Ministry;
- o Experience in development and Compilation of guidelines and reference materials in performance audit.
- o Experience in Afghanistan, especially with the GoA financial systems and Audit procedures will be highly regarded.

#### 6. Communications:

- o Good communication (spoken and written) skills, including ability to explain and present program support services-related information/requirements and prepare written documents/communications in a clear, concise style.
- o Excellent skills in English (listening, reading, writing, and speaking) required;

#### 7. Liaison and Reporting Arrangement

- o The Advisor will be reporting to the Auditor General and the Head of P&E Audit Department





## ANNEX B: CONSULTANT'S REPORTING OBLIGATIONS

The Consultant shall submit **inception report** including work plan for twelve (12) months within two weeks of joining. The Consultant shall submit a **report before fifth of every month** detailing the activities carried out with reference to the work plan. The Consultant shall also submit the **quarterly monitoring report** or as per TOR.

Handwritten signature in red ink, enclosed in a red oval.



Annex C: Consultant's Curriculum Vitae





## ANNEX D:

## COST ESTIMATE OF SERVICES, SCHEDULE OF RATES AND WORKING HOURS

## 1. (a) Remuneration without tax

Period	Consultant	Remuneration per month in USD	Time Spent	Total in USD
Contract Period Goes Here	<i>Ashok Kumar Karki</i>	Net Salary Per Month	Period	Total Net salary for the whole Period
04/05/2019		USD	12 Month	USD
03/05/2020		9,000		108,000

## 1. (B) Tax estimates\*:

Period	Consultant	Tax Estimate per Month in USD	Time Spent	Total in USD
Contract Period Goes Here	<i>Ashok Kumar Karki</i>	Per Month Tax added Goes Here	Period	Total Taxed Amount for the Period
04/05/2019		USD	12 Months	USD
03/05/2020		2,064		24,762

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

## 2. Reimbursable\*:

Description	Rate in USD	Number	Total
2400/living allowance and accommodation/Based on actual (As per Bank's regulation, per day maximum is US\$80)	2400/Based on Actual	12	28,800
Communication	NA	NA	NA
Transportation	USD 600	12	7,200
International Travel	625/ Based on actual	4	2,500
Miscellaneous Expenses (includes Afghanistan visa fees, work Permits, E.T.C)	Based on actual	1	1,000
Insurance	NA	NA	NA
Total fixed			39,500

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



Total Cost towards Net Salary (excluding tax):	USD 108,000
Tax estimates from Salary:	USD 24,762
<b>Gross salary (1):</b>	<b>USD 132,762</b>
Other Reimbursables (2):	USD 39,500
<b>Total Contract ceiling amount:</b>	<b>USD 172,262</b>

**The hours of work for the consultant:**

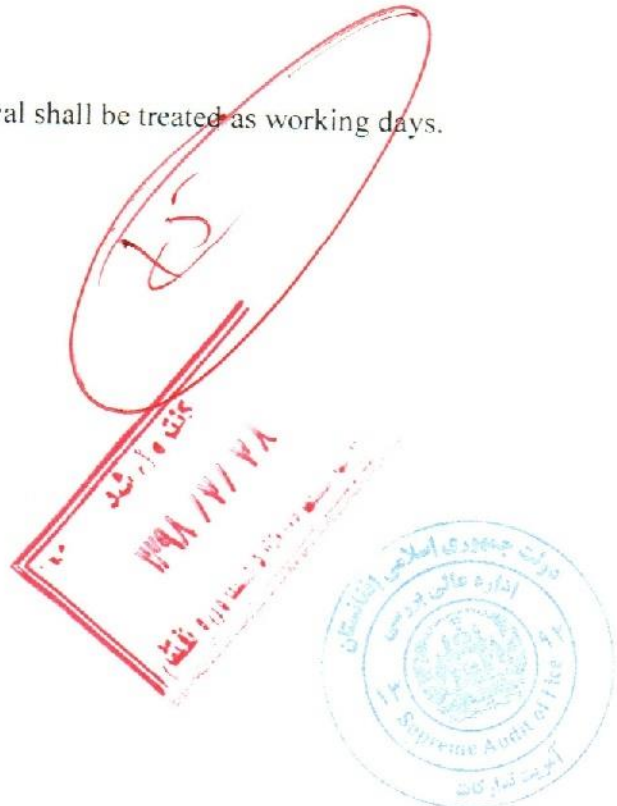
The Consultant will confirm to the working hours of 0800 to 1700 Hrs with a lunch break of one hour (This timing is subject to variation as per Government orders/seasonal changes/month Ramadan). The Consultant will work five-day week or per the government current working days. However, in view of the nature of project it may be necessary for the Consultant to work for longer periods from time to time.

The consultant will be entitled to the same public holidays as those eligible for the client's staff. The consultant shall not be eligible for any overtime or compensatory rest. If it is daily rate contract (remuneration paid per day basis), then the Consultant shall not charge for any public holidays and weekends even if the Consultant works.

The Consultant (remuneration paid on monthly basis) shall earn vacation leave of 2.5 working days per calendar months worked, which may be availed either inside or outside Afghanistan. This leave is inclusive of all other leaves / leave entitlement.

**Consultant Travel days**

Consultant's day of departure and the day of arrival shall be treated as working days.





**ANNEX E:****SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

The client shall provide the following facilities:-

- Suitable furnished Office Space
- Suitable office equipment
- Transport to Provinces as and when required
- In case of any conflict between English and Dari translation of contract the English version will prefer and accepted as original contract





دولت جمهوری اسلامی افغانستان  
اداره عالی بررسی

د افغانستان اسلامي جمهوري دولت  
د پلتنی عالی اداره



شماره: ۲۴  
۱۵۹

معاونیت مالی اداری  
آمریت تدارکات  
مدیریت عمومی تدارکات

۱۳۹۸/۲/۲۵

عاجل  عادی  اطمیناننه  ابلاغه  سایر

به ریاست محترم دفتر!

**موضوع: اخذ ویزه و جواز کار به محترم آشوک کرکی مشاور بین المللی ( برای آمریت بررسی عملکرد)**

طوریچه آن ریاست محترم در جریان قرار دارند، قرارداد استخدام مشاور بین المللی (برای آمریت بررسی عملکرد) به تاریخ ۲۰۱۹/۰۵/۰۴ با محترم آشوک کرکی عقد گردیده است. کاپی پاسپورت مشاور نامبره قبلاً ذریعه نامه شماره 1849/990 مورخ 397/11/22 به آن ریاست محترم ارسال گردیده است. از آن ریاست محترم تقاضا می گردد که به سلسله همکاری های همیشگی خویش لصف نموده در قسمت اخذ ویزه و جواز کار برای مشاور نامبره همکاری نمایند.

با احترام

زمری جلالزی  
آمر تدارکات

Handwritten signature and date: 3/11/20