# د افغانستان اسلامی جمهوریت د اقتصاد وزارت د افغانستان د بیار غونی او پرمختیایی خدماتو دفتر



# جمهوری اسلامی افغانستان وزرات اقتصاد ملی دفتر خدمات بازسازی و انکشافی افغانستان

# Islamic Republic of Afghanistan

# **Ministry of Economy**

May 19, 2005

Mr. Pierre Romand-Heuyer ARTF Manager World Bank Wazir Akbar Khan Kabul, Afghanistan

Dear Mr. Romand-Heuyer:

We seek the World Bank's "no objection" to the renewal of Mr. Adib Farhadi for a period of 12 months as Project Manager of TAFSU.

Mr. Farhadi was initially selected competitively to undertake this assignment from a pool of candidates. H.E. President Karzai subsequently endorsed the appointment in a presidential decree. Mr. Farhadi's outstanding performance during the initial phase of the assignment has led the to Government's decision to request an extension of his contract for another 12 months.

The value of the first contract was \$290,500. The requested extension is estimated to significantly cost a lower ceiling (USD) in the amount of \$198,000. The contract is to be financed under category 1 (consultants) of the ARTF Technical Assistance and Feasibility Studies (TAFS – TF050970).

Thank you in advance for your positive and expedited response and please do not hesitate to contact me if you have any further questions.

Sincerely,

Dr. M.M. Amin Farhang Minister of Economy Ministry of Economy

Islamic Republic of Afghanistan

# CONTRACT

THIS CONTRACT ("Contract") is entered into this 1<sup>st</sup> of the month of June, 2005 by and between the Minister in Charge of Reconstruction in Afghanistan ("the Client"), and Mr. Adib Farhadi ("the Consultant") having its principal office located at 114 Azalea Drive, Greenville, NC 27858, USA.

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.

### 2. Term

The Consultant shall perform the Services during the period commencing June 1<sup>st</sup>, 2005 and continuing through May 31<sup>st</sup>, 2006 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 \$198,000 (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. In addition the Client shall pay the Consultant for housing allowance and reimbursable expenditures as defined in sub-paragraph C below.

## B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate of \$10,000 (USD) per month (with a minimum of 8 hours per day) and Per Diem at the rate of \$3,000 (USD) as agreed and specified in Annex C "Cost Estimate of Services, 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, printing, subscription fees, telephone charges and other necessary Client approved expenses; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client or any person by him designated under the operating expense.;
- (ii) Health insurance expenses up to \$2,000.
- (iii) Medical expenses for the consultant and his dependents (spouse and children) not covered by Health Insurance (deductible), up to a maximum of \$3,000.

# D. Payment Conditions

Payment of remuneration shall be made in advance in 3 months installments not later than the 5th of each month prior to the 3 months period, following submission of invoices in duplicate to the Coordinator designated in paragraph 4

All reimbursable expenses shall be supported by receipts or other evidence, as the Client may reasonably require, to establish that the expenditure was incurred for the purpose of the Services and in the amount claimed.

# 4. Project Administration

## Coordinator

The Client designates the Minister in charge of Economy in Afghanistan or any person he designates 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 work under this Contract, including field work, the Consultant providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

# 5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. A first joint evaluation of the Contractor's performance by the Client shall be conducted during the first year after (12) Twelve months of services.

Thereafter, regular evaluations shall be carried out jointly between the Contractor and the Client every 12 (twelve) months. These performance evaluations will be based on a time-bound work program agreement agreed between the two parties at the beginning of this contract and thereafter, at the beginning of each rated period.

### 6. Leave

The Consultant shall be entitled to take annual leave and sick leave during the Term of the assignment as follows:

- [a] The Contractor will be entitled to a maximum of 30 working days as **annual leave** per year worked. Annual leave in respect of periods of less than one month shall be computed on a 30 calendar day basis, provided that services are provided to the Project on a regular basis.
- [b] Sick Leave upon showing medical and other evidence of inability to perform the services.

# 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.

# 9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after two year of its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

# 10. Insuranceretirement

The Consultant will be responsible for taking out any appropriate insurance coverage and contribution to retirement fund.

## 11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

# 12. Force Majeure

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a party to fulfill an obligation under this contract shall not be considered a breach where it is due to a force majeure provided that the party has taken reasonable precautions and due care in carrying out the terms and conditions of this contract, and has informed the other party as soon as possible of the occurrence of such event.

### 13. Termination

The Client may terminate this contract, if the Consultant

- (a) fails to demonstrate to the satisfaction of the Client, the ability to carry out the services, following the performance evaluation referred to under clause 5 above;
- (b) does not remedy a breach or failure to perform an obligation within thirty (30) days of being notified of such breach or non performance;
- (c) is unable to perform a material portion of the services for a period of not less than sixty days as a result of a force majeure

by giving not less than thirty (30) days written notice to the Consultant.

The Client shall give sixty (60) days notice to the Consultant in circumstances not listed above except when the termination is due to the Consultant engaging in fraud or corruption. In the latter case, termination may be without prior notice.

The Consultant may terminate this contract by giving not less than thirty (30) days notice to the Client

# 14. Law Governing Contract and Language

The Contract shall be governed by the laws of Afghanistan and the language of the Contract shall be English.

# 15. 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.

FOR THE CLIENT

Signed by

Title: Minister of Earnowy

FOR THE CONSULTANT

Signed by

Title

Director of ALDS

# ANNEXE A: Terms of Reference and Scope of Services

TERMS OF REFERENCE:

Senior Advisor to the Economic Group and Head of

**ARDS** 

## **BACKGROUND**

Currently, Afghanistan is implementing a large donor funded reconstruction program and faces numerous challenges to use these resources effectively, including chronic lack of capacity. There is a need for improved donor coordination and a strategy to underpin the development program. There is also a need to support line ministries in improving their capacity to prepare, supervise and execute large complex tasks.

To date, nearly 1,000 development projects are underway, or in the planning stage, (prefeasibility, feasibility or project documentation) in Afghanistan. There projects are either administered through the offices of donor nations (and their development agencies such as USAID), NGOs or are administered through the Afghanistan Reconstruction Development Services (ARDS) and Technical Assistance and Feasibility Studies Unit (TAFSU). The role of ARDS, TAFSU and Procurement Unit is to manage the design and facilitate the procurement and implementation of development projects. Funding comes under the investment component of the Afghanistan Reconstruction Trust Fund (ARTF).

Afghanistan's National Development Strategy (ANDS) is the Government of Afghanistan's overarching strategy for promoting growth, generating wealth and reducing poverty and vulnerability. It will provide the framework for the development of Government policies, and guide the allocation of resources and programs towards these goals. The ANDS will be prepared in two phases: (i) and Interim ANDS will be prepared during 2005 and completed in December 2005; (ii) a Final ANDS will be completed by end of 2006.

### **OBJECTIVE**

The consultant will provide policy advice to the Economic Group and act as a counterpart to the firms managing the Technical Assistance and Feasibility Studies Project and the IDA funded Procurement Unit. Specifically, the consultant will head ARDS and manage the contracts of the TAFSU and Procurement Unit managing firms' contracts who will report to him.

He will advise the Economic Group to improve the coordination technical assistance in Afghanistan and streamline donor coordination. The consultant will report to the Ministries of Economy, Finance, Foreign Affairs and senior adviser to the President which constitute the Economic Council.

The consultant will also assist in the following tasks:

- 1. Significantly contribute to the preparation a national strategy for promoting growth and reducing poverty and vulnerability, that builds on earlier strategies;
- 2. Coordinate consultations among key stakeholders on the I-ANDS in 2005, and prepare a plan for a comprehensive participatory process for the Final ANDS in 2006;
- 3. Prepare briefing notes and background material to the Economic Group;
- 4. Identify potential ANDS implementation bottlenecks and suggest solutions.
- 5. Collect bibliography and data relevant to the preparation of the ANDS.

# **TASKS**

The consultant, in his function as Head of ARDS is responsible for the overall management and functioning of TAFSU and Procurement Unit.

The consultant reports to the Economic Oversight Committee and to the Minister whose function include ARDS.

The Head of ARDS manages the contracts for TAFSU and Procurement Unit's managing firms.

The consultant will provide day to day support to the ANDS is responsible for the overall coordination of the ANDS.

The consultant reports to the ANDS Oversight Committee.

Coordinating with Economic Group and Line Ministries to discuss their programs/projects specifically ensure efficiency of the technical assistance they receive and prioritize feasibility studies

Advise Ministries of Finance, Economy, Foreign Affairs and Senior Advisor to the President on economic matters.

Liaison with the World Bank and other donors on operational and quality assurance issues

# Skills requirement:

The ideal candidate will possess the following skills and experience:

- Considerable experience in Afghanistan context
- Considerable experience in program and project design
- Master Degree or equivalent in a relevant discipline
- Design and development of programs and projects in post-conflict situations

- Prior experience in procurement especially in post-conflict situations
- Ability to manage multiple tasks and contracts
- Working knowledge of the preparation of development project documents for a variety of requirements and donors especially IFI's
- Understanding institutional development
- Knowledge of donor/government interactions, donor practices, procurement procedures and technical assistance protocols
- Good knowledge of the practical difficulties associated with program/project planning
- Familiarity of stakeholder consultation and analysis, and the logical framework approach
- Excellent managing, problem solving and communication skills
- Knowledge of economic, finance and accounting principles
- Knowledge of Dari is essential.

# ANNEX B: Consultant's Reporting Obligations

The consultant will contribute to ensure the production of monthly, quarterly and annual report by the TAFS. These reports will include financial progress as well as implementation progress.

Details of these reports are described in the Project Implementation Manual.

# ANNEX C Cost Estimate of Services, and Schedule of Rates

# 1. Remuneration

		Monthly Rate (Currency) USD	Time Spent (number of months)	Total (Currency)
	Salary	\$10,000	12 (months)	\$120,000
2.	Per Diem	\$3,000	12 (months)	\$ 36,000
3.	Reimbursable			
	<ul><li>2b. Health Exper</li><li>2c. Communication</li></ul>	<ul><li>Health Expenses not covered by Insurance</li><li>Communication and Representation</li></ul>		
	Sub Total Reimbursable			\$ 33,000
4.	Contingencies (5%)			\$ 9,000
5.	CONTRACT CEILING (1+2+3+4)			\$198,000

# Annex D: Consultant's Curriculum Vitae

Name:

Adib Farhadi

Address:

114 Azalea Dr. Greenville NC, 27858, USA

Telephone:

070-201800 (Kabul)

E-mail:

adib farhadi@yahoo.com and adibfarhadi@hotmail.com

DOB:

June 16, 1972

### **EMPLOYMENT**

June 2004 – Present

# Afghanistan Reconstruction and Development Services (ARDS), Kabul World Bank Administered Grant

# Executive Director

Technical Assistance and Feasibility Studies Unit (TAFSU)

Within delegated authority and reporting to the Governmental oversight committee consisting of the Ministers of Economy, Finance and Foreign Affair the duties of the Director, fall mainly in the following functional areas: Management of Technical Assistance and Feasibility Studies Unit, Management of the Procurement Unit and Management of Special Projects.

The responsibility of TAFSU includes the management of \$18.5 million from the Afghanistan Reconstruction Trust Fund (ARTF) which is under the supervision of the World Bank. TAFSU provides technical assistance, sector analyses, pre-feasibilities, technical feasibility studies and overall project design and coordination for Afghanistan's development budget of 16 National Development Programs (NDPs) and 12 National Priority Programs. Each NDP consists of a number of sub-programs containing one or more projects. Overall, there are over 1,200 projects in the national development budget. The day to day tasks include the approval of terms of reference for consultants and feasibility studies, the supervision of consultants' selection processes, negotiating and finalizing contracts, monitoring of work progress, monitoring and assessing of projects, supervision of payments, preparing standard developmental project funding documentation to donors and securing funding for projects through grants or loans.

Supervision of the Procurement Unit of ARDS: Managing a transparent and accountable procurement process using World Bank's international competitive bidding (ICB) procedures. Responsible for ensuring that proper guidelines and procedures of ICB are followed for over \$770 million worth of contracts. The procedure includes preparation of Expressions of Interest (EOI), Terms of Reference (TOR), and Technical Specifications, Requests for Proposals (RFP), and all bidding documents, bid technical and financial evaluation procedures, awarding and negotiating contracts, monitoring and assessing ongoing contracts for quality assurance and making financial disbursements. Management of \$9.2 million of World Bank IDA Grant for the Procurement Agent and Public Administration Capacity Building Program.

Preparation and presentation of weekly developmental project status reports (pledges, commitments, disbursements, budget allocation and assessments) for the President and Cabinet.

Dec. 2001 - May 2004

# Islamic Republic of Afghanistan Ministry of Foreign Affairs, Kabul Director-General of Economic Division

Within delegated authority and reporting to Minister of Foreign Affairs, the duties of the Director-General of Economic Affairs, fall mainly in the following functional areas: Economic and Aid analysis: Lead in the formulation, organization and management of mandated programs that will assist Afghanistan in modernizing its legal and commercial practices relating to industry and enterprise development, involving inter alia the improvement and implementation of legal processes, the forging of partnerships with the public and private sectors to improve commercial and legal practices, the improvement of transparency and good governance in the public and private sectors; and the formulation of possible strategies, policies and actions for adoption by the Afghan government; Lead in the identification of new or emerging issues related to international legal and commercial practices of potential concern to the international community, particularly those of a regional nature, and design and develop programs to address them; Commission studies and analysis that cannot be undertaken internally; Conceive, plan and manage expert group meetings, seminars and similar consultations that contribute to the finalization of work outputs; Finalize reports for issuance by the Ministry; Prepare speeches for President and Ministers and make presentations on relevant issues for specialist and non-specialist audiences. Intergovernmental report: Provide direct substantive reports on development and

aid activity issues to intergovernmental bodies, such as, the Economic and Social Council, International Financial Institutions, European Union, donors and its related agencies; Manage the preparation and servicing of meetings and activities of the Afghanistan Assistance Coordination Authority and its subprograms on project financing, public-private investments, contract issues and donor aid activity. Represent Afghanistan at international and regional conferences and meetings. Develop and maintain relations with senior officials of member governments and ensure a response to requests on legal and commercial practices relating to industry and enterprise development; Approve and negotiate with donor governments and private sector on humanitarian and reconstruction assistance projects; Organize and coordinate cooperation among donor governments and private sector on projects and issues noted above; Attend to various administrative matters concerning the work of the Division; Perform other related duties as required.

Feb. 2000 - Dec. 2001

# Millennia Community Bank, Greenville, NC

## Compliance / Technology Officer

Responsible for managing various administrative areas of the Bank; provide support and guidance to operational and lending compliance efforts, committees and audits; act and conduct responsibilities as the Bank's Bank Secrecy Act (BSA) Officer to ensure compliance efforts are maintained on a daily basis; provide support, guidance and participation with activities related the Bank's Community Reinvestment Act (CRA) compliance efforts; act and conduct responsibilities as the Bank's Safety and Security Officer; conduct staff training related to new hires, compliance, customer service, mainframe and software computer programs; assists the Department Manager in ensuring department activities run smoothly and efficiently by providing leadership, training and supervision within the department. Participate in the preparation of budget, medium and long-term plan, and other budgetary or managerial plan by giving input, as required, to budgetary and other managerial plans. Ensure that monetary transactions are correctly accounted for in the general ledger of the Bank: oversee all accounts handled by each department; ensure that periodic and year-end reconciliation, analysis, scheduling and reporting on assigned general ledger accounts are completed and results communicated to Board of Directors, Shareholders, SEC, FDIC and NCBC.

Develop and implement procedures and systems of internal control; review work methods and flows within the Bank and make adjustments and changes as required to increase efficiency and capacity; oversee accounting operations for accuracy and consistency in presentation and conformity with Generally Accepted Accounting Standards and maintain working relationships with external auditors.

Feb. 1996 - Jan. 2000

# Arthur Andersen LLP (now Accenture International Consulting) Riyadh, KSA and New York Senior Project Manager

Provide substantive, technical and administrative support for timely implementation and monitoring of projects. Tasks include: reviewing and monitoring of work plans to ensure timely implementation; overall management of regional projects, ensuring timely disbursements of funds and adherence to policies and procedures; and facilitating communication to develop synergies and common approaches to project development and implementation.

Prepare preliminary feasibility studies, detailed technical feasibility studies, business plans, needs assessments, detailed financial reports, project revision documents, budget revisions as required, organization restructuring, marketing plans, training manuals and policy and procedure manuals. Prepare monthly, quarterly and annual project progress reports detailing benchmarks, financial and

objectives.

May 1993 - Feb. 1996

## Permanent Mission of Afghanistan to United Nations, New York, NY Economic Advisor

Within delegated authority and reporting to the Chief of Mission, the duties of the Economic Advisor fall mainly in the following functional areas: Preparing analytical reports regarding economic and legal issues with specific strategic plan for future reconstruction of Afghanistan. Represent Afghanistan at intergovernmental meetings (principally ECOSOC and 2nd Committee). Formulate proposals for development strategies, policies and measures for presentation to intergovernmental bodies and others. Attend meetings to hold discussions and develop working relationships with representatives of other intergovernmental institutions, of academia and of civil society. Prepare speeches and other inputs for presentations by the Minister of Foreign Affairs and other senior governmental staff. Prepare sectoral analysis in particular on private sector and technology that provide a basis for advising governments on trade and development issues. Conduct briefings for government officials and others on Afghanistan past and contemporary issues. Prepare periodic project progress reports, including detailed financeports, project revision documents, budget revisions as required, feasibility studies, business precedure manuals

June 1989 - Feb. 1993

East Carolina University, Joyner Library, Greenville NC

Assistant Reference Librarian

Serviced extensive United Nations, World Bank, government documents and also handled limited book selection and placing orders. Conducted workshops demonstrating research methods through electronic catalogues and indexes. Evaluated software packages for use in library computer labs.

**EDUCATION** 

New York University; New York, NY

LLM/JD Global Law (Expected Graduation Date 2008)

Virginia Theological University; Richmond, VA

Ph.D. Political Science (1999)

New York University; New York, NY

MA: Economics and Liberal Studies (1996)

Ph.D. Dissertation in Progress East Carolina University; Greenville, NC

BS: Biology and Accounting (1994)

TEACHING EXPERIENCE East Carolina University

Biology Lab 1100 and Chemistry Lab 1150

Pitt Community College

Adjunct Assistant Professor

Business Planning, International Business and Political Science

LANGUAGES

English and Dari

Working knowledge of Arabic

#### COMPETENCIES

Professionalism - Proven technical expertise in economic analysis, World Bank procurement guidelines and procedures, industry and enterprise development, and business practices. Planning and organizing - Proven ability to plan and organize work, requiring an in-depth understanding of its strategic direction and ability to integrate the work into the division's work program. Communications - Effective written, oral and presentation skills, particularly ability to present information in a concise and accurate manner; ability to develop consensus among people with varying points of view; ability to defend difficult issues and positions to senior officials; and ability to provide advice and guidance to others. Teamwork - Excellent interpersonal skills and ability to operate effectively across organizational boundaries; ability to establish and maintain effective working relations with people of different national and cultural backgrounds with respect for diversity. Leadership - Creativity, vision and judgment; ability to manage the work of a unit effectively and to take responsibility for line management.

### **PUBLICATIONS**

Farhadi, Adib (2005) Involvement of Afghan Private Sector in Procurement: (presented at the Afghanistan Development Forum, April 2005)

Farhadi, Adib (2005) Rethinking Afghanistan Economy: (presented at the Afghanistan Development Forum, April 2005)

Rubin, Stoddard, Hamidzada and Farhadi (2004) Building a New Afghanistan: The Value of Success, the Cost of Failure; Center on International Cooperation, New York University, NYU Press

Farhadi, Adib (2003) Nation Building: The Afghan Story (presented at the Non-Aligned Movement Conference, March 18, 2003, Malaysia)

Farhadi, Adib (2003) Reviving the Afghan Economy (presented at the Monaco World Economic Summit, February 12, 2003, Monaco)

Farhadi, Adib (2002) Sustainable Development in Afghanistan (presented at the International Summit on Sustainable Development, September 5, 2002, Johannesburg)

Farhadi, Adib (2002) Update of Afghanistan Reconstruction (presented at the United Nation's Afghanistan Development Forum, September 20, 2002, New York)

Farhadi, Adib (2002) Mobilizing the Private Sector: An Analysis of the Afghan Economy (presented at the World Economic Forum, January 15, 2003, Davos)

Farhadi, Adib (2002) Strategic Plan for a Nationwide Telecommunications Infrastructure for Afghanistan (presented at the Summit on Information Technology, December 10, 2002, Tokyo).

Farhadi, Adib (2002) Afghanistan Telecommunication: An in-depth analysis of Afghanistan's Past, Present and Future Telecommunication Infrastructures (presented at the Asia Pacific Group Telecommunications Annual Conference, May 5, 2002, Malaysia)

RB Marala, A. Farhadi, SJ, Mustafa (1993) The coexistence of Adenosine A1 and A2 receptors in A7r5 cells. FASEB Journal. (presented at the International Symposium of Experimental Biologists, March 1993, New Orleans)

RB Marala, A. Farhadi, SJ, Mustafa. The role of Calcium-activated K+ channels in vasorelaxation induced by Nitrates, Acetylcholine, and Nitric Oxide. FASEB Journal March, 1993.

RB Marala, A. Farhadi, SJ Mustafa. Alteration of the AT1 receptor signaling pathway in to transformed arterial smooth cell lines. FASEB Journal, December, 1993.

Farhadi, Adib. Afghanistan's Future Still Uncertain. Journal of International Relations. Vol. VI p 56-58, April 24, 1995

Farhadi, Adib and A. Hertzburg, Can Peace Survive in Palestine? Published by New York University Press as an Occasional Paper Series (presented at the International Symposium at New York University, October 24, 1994).

Farhadi, Adib. Russian Human Rights Violations in Afghanistan: 1979-1988. A Weekly Journal of Environmental Concerns. New York, NY Vol. XXI no.6 p.12-15, June 1, 1994.

Farhadi, Adib. Reconstruction or Deconstruction in Afghanistan? Journal of International Relations. Vol. V p.22-23, March 10, 1995.