



The First MicroFinanceBank
اولین بانک قرضه های کوچک

The First Microfinance Bank - Afghanistan

Request for Proposal (RFP) – Implementation of Audit
Command Language (ACL) Analytic Software for
effective Internal Audit

Date of RFP issuance: 8th Dec, 2020

Due Date for submitting proposal: 22 Dec, 2020



ABOUT THE FIRST MICROFINANCEBANK – AFGHANISTAN

The First Microfinance Bank-Afghanistan (FMFB-A) started operations in 2004 and is part of the Aga Khan Agency for Microfinance (AKAM), which has financial institutions operating in over 15 countries throughout the developing world. It is affiliated with the Aga Khan Development Network (AKDN), a group of nine development agencies working in health, education, culture and rural economic development primarily in Asia and Africa.

Our primary objective in Afghanistan is to contribute to poverty alleviation and economic development through the provision of sustainable financial services to the poor and underserved. Since 2016, we are a member of the Global Alliance for Banking on Values (GABV) – an independent network of banks using finance to deliver sustainable economic, social and environmental development. Our values- based banking agenda focuses on providing affordable financial services that promote entrepreneurship, agriculture, incremental housing and clean energy in Afghanistan. The First MicroFinanceBank-Afghanistan is operating in 14 provinces through 38 branches and 9 loan processing offices covering 80 districts.

INTRODUCTION

- A The First Microfinance Bank – Afghanistan is seeking proposals for the provision of the Services described in *RFP Schedule 1 – Statement of Requirement*.
- B Each Bidder to this RFP is expected to:
 - (i) fully inform themselves on all aspects of the work required to be performed;
 - (ii) submit its proposal on the template provided at *RFP Schedule 2 – Proposal*, including the signed Declaration by Bidder at the end of *Schedule 2*; and
 - (iii) submit its proposal in accordance with *RFP Schedule 1 – Statement of Requirement* and with due note of *RFP Schedule 5 – Evaluation Criteria*.
- C Each Bidder, by submitting its proposal, agrees that the proposal is subject to the RFP Schedule 4 – Conditions of Request for Proposal, and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. The contractor should and must adhere to the AKAM's Graphic Standards Manual guidelines identified in RFP Schedule 3 – FMFB-A Special Conditions of Design/Project of Proposal and the contract at RFP Schedule 6 - Contract Conditions.
- D Bids from international organisations may be considered. However, priority is given to suitably qualified tenders from national organizations.



STRUCTURE OF THE RFP

The RFP has six parts:

- **Schedule 1: Statement of Requirement**
- **Schedule 2: Proposal Template**
- **Schedule 3: FMFB-A Special Conditions of Design/Project**
- **Schedule 4: Conditions of Request for Proposal**
- **Schedule 5: Evaluation Criteria**
- **Schedule 6: Contract Conditions**

RFP SCHEDULE 1 – STATEMENT OF REQUIREMENT

KEY DATES AND DETAILS	
EVENT	DATES
Closing Time for submission of Proposals	22 nd December, 2020 at 4.00pm, Kabul time
Method to Submit Proposal	<p>Proposals must be submitted in hard copy, indicating the project name: Project name: Implementation of Audit Command Language (ACL) Analytic Software for effective Internal Audit</p> <p>The Proposal is to be submitted to the Professional Services Department (PSD) of the bank (bank's address indicated below) by the closing time specified above:</p> <p>Professional Services Department The First Microfinance Bank – Afghanistan Address: Lane 8, Kolola Pushta Road, District 4, Kabul – Afghanistan</p> <p><i>Note: Proposals lodged in any manner other than as detailed in the above paragraphs, or are submitted after the deadline shall be deemed to be invalid and may be excluded from consideration.</i></p>
Contact Persons for technical enquiry	Hamid Nooryar Chief of Internal Audit Hamid.nooryar@fmb.com.af



	Mohammad Muhib Kabiri, Procurement Manager muhib.kabiri@fmfb.com.af
Expected execution date of Contract	10 th Jan, 2021
Date Services are to be completed	The Services are required to be completed on or before 30 March, 2021 .

1. THE SERVICES

The First Microfinance Bank – Afghanistan is seeking proposals for the *Implementation of Audit Command Language (ACL) Analytic Software for effective Internal Audit*

BACKGROUND

The First MicroFinance Bank, Afghanistan (FMFB-A) started operations in 2004 and is part of the Aga Khan Agency for Microfinance (AKAM), which has financial institutions operating in over 15 countries throughout the developing world. It is affiliated with the Aga Khan Development Network (AKDN), a group of nine development agencies working in health, education, culture and rural economic development primarily in Asia and Africa. FMFB-A provide credit and deposit products to a wide range of clients including micro, small and medium enterprises along with commercial banking, international and domestic remittance services. Credit activities of the Bank focus on micro enterprises, small businesses and the creation of productive sources of income and employment.

2. OBJECTIVES

FMFB-A for the Institutional Support for the implementation of internal audit software. The priority objective of the institutional capacity building agenda is to enhance the efficiency and effectiveness of the internal audit function through automation of processes of internal audit. The purpose of Software implementation is to assist Internal Audit functions at FMFB-A to implement a comprehensive ACL software across the department enabling the department to conduct its audit by using the software

3. SCOPE OF SERVICES/WORK

The scope of assignment will cover five key areas as follows:

- i. Providing demonstration on ACL solution and recommending software / hardware
- ii. Training internal audit employees on software
- iii. Deploying the ACL solution at FMFB-A
- iv. Support in one pilot audit performance at FMFB-A
- v. Provide project completion and implementation report



Activities to be performed by the vendor shall include, but not limited to:

- i. Advise on the required hardware and software
- ii. Provide comprehensive audit manual related to functioning of software
- iii. Enabling staff of internal audit to use the software

Selected vendor shall be required to:

- i. Submit a work plan within 5 days of commencement of the assignment
- ii. Review and finalize the work plan based on the feedback from FMFB-A including time lines to undertake stakeholders' consultations
- iii. To develop the SOPs for the new software
- iv. To deliver training and pilot an audit using all the features of the software
- v. Submit IA SOP manual and guidelines required within 60 days of contract effectiveness outlining all the features of the software, screen shots, commands and dash board reporting functionalities
- vi. Demonstrate all the key reports and their use
- vii. Submit a detailed work plan for Training of IAD staff and conducting pilot audit
- viii. Submit draft and final report incorporating comments from stakeholders

4.1 DESCRIPTION OF SERVICES

The vendor/bidder and the bank are responsible for the complete all the project phases and activities. The delivery of the activities by each party are briefly described in the given table below:

#	ACTIVITIES	DESCRIPTION	CONTRACTOR (VENDOR/BIDDER)	CUSTOMER (FMFB-A)
1.	Procurement of ACL software and license	This activity includes percurrent of the software and license	This task will be carried out by the contractor	The customer is only responsible for providing its feedback/comments during implementation of ACL project
2	Installation and UAT test	Installation of software and performing User Acceptance test	Installation of software carried out solely by the vendor	Users acceptance testing
3	Staff Training	Class room & online session training for the Internal Audit staff	The vendor is responsible for providing trainings	FMFB will verify the quality of training
4.	Project Completion report	Project completion report	Submitting the project completion report will be carried out by the contractor	If needed, the customer can request the contractor for the relevant adjustments in the total content of the report.



4.2 EXPECTED MILESTONE PAYMENTS SCHEDULE

#	SERVICES	MEANS OF VERIFICATION	PAYMENT DUE (IN USD, INCLUSIVE OF TAXES)
1	Purchasing the software and licenses	ACL software and license will be verified by the ACL company	40% of contract value
3	Installation and UAT test	FMFB-A will verify the user acceptance test	25% of contract value
4	Training	FMFB-A will verify the quality of the trainings	10% of contract value
	Project completion report	Project completion report will submit by contractor to FMFB-A.	25%

4.3 QUALIFICATIONS OF BIDDER

The selected vendor should deploy a team of at least two experts with following qualifications:

- i. Previous experience of implementation of audit software
- ii. Demonstrable understanding of internal audit policies, procedures and software based on Institute of Internal Auditors' guidelines
- iii. Satisfactory testimonials from at least three clients where the software has been implemented
- iv. Knowledge of the role and work of the internal audit function in the financial sector
- v. Fluent in English (speaking, reading and writing).
- vi. Knowledge of international best practices with regard to Internal audit systems, policies, procedures and practices.
- vii. Working and research experience in assessing of internal audit systems, policies and procedures.
- viii. Experience in Financial Institutions in Developing countries and particularly South Asia
- ix. Have conducted similar assignments for reputable organizations in South Asia and be able to demonstrate experience of timely implementation of similar assignments.
- x. Knowledge of the role and work of the internal audit function in the Financial institutions and/or Banks
- xi. At least ten (10) years' Experience in providing internal audit software implementation service
- xii. Experience on capacity building on the delivery of Computer Assisted Audit Techniques (CAATS)
- xiii. Proficiency on training to use audit software (ACL)



4.4 REPORTING AND COORDINATION

The assignment has to be delivered within 5 months of award of contract with monthly reports on progress to be submitted.

4. PAYMENTS

4.2 Subject to the satisfactory completion of the services, FMFB-A shall pay the selected Contractor according to the Milestone Payments Schedule identified above at Clause 4.2. The Bidder is required to prepare a detailed itemized budget in submitting their proposal, including consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project;

4.3 FMFB-A shall make payment on Contractor Fee according to the Milestone Payment Schedule identified above at Clause 4.2 and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation (including the written approval of the Project Overseer) from the selected Contractor. The selected Contractor must complete the Services by or before **30 March, 2021**.

5. FACILITIES AND ASSISTANCE PROPOSED BY THE PROJECT OVERSEER

The Project Overseer will provide advice and guidance to the Contractor throughout the project, and will promptly certify milestone payment invoices of the contractor once work has been completed satisfactorily.

RFP SCHEDULE 2 – PROPOSAL TEMPLATE (TO INSERT COMPANY LOGO)

Instructions to assist Bidders to complete their proposal have been included as white text on a black background.

Instruction to Bidders:

Ensure your response covers off on the evaluation criteria identified in Schedule 5 - Evaluation Criteria.



1. BIDDER'S DETAILS

Full legal name and postal address:

Business registration number (if applicable):

2. CONTACT OFFICER

For all matters relating to this RFP, the Bidder's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

3. CONTRACT MANAGER

Instruction to Bidders:

Bidders should provide the requested details of the person who is the Bidder's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

Email:

4. BIDDER'S PROPOSAL

Instruction to Bidders:

Bidders should describe how they will meet the requirements set out in Schedule 1. Include Method and Workplan.

5. PROVEN CAPACITY

5.1 STATEMENT OF SKILLS AND EXPERIENCE

Instruction to Bidders:

Bidders should provide evidence of their skills and experience in providing the Services. Give evidence of why you/your company/your team members are most capable to deliver the Services. Ensure this responds to the requirements of this project, identified in Schedule 1 "the Services".

5.2 SPECIFIED PERSONNEL

Instruction to Bidders:

List who will do what. Attach CVs where appropriate.

5.3 SUBCONTRACTORS

Instruction to Bidders:



Bidders must provide (in the form of the table below) details of any subcontractors that the Bidder proposes to engage to deliver the Services and an explanation for using subcontractors. If no subcontractors will be used insert "Not applicable".

PROPOSED SUBCONTRACTOR (FULL LEGAL NAME)	SCOPE OF SERVICES TO BE SUBCONTRACTED AND TECHNICAL SIGNIFICANCE	FEEES AND ASSOCIATED EXPENSES (INCLUSIVE OF TAX)

6. PRICING

6.1 ITEMISED BUDGET (ALL PRICING MUST BE INCLUSIVE OF TAXES)

Instruction to Bidders:

Prepare a detailed itemized budget in your proposal, including specification of:

- Consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project;



Bidders must complete and sign a Declaration in the form presented below.

DECLARATION BY BIDDER

The Bidder proposes to provide the Services described in *Schedule 1* to the RFP (*Statement of Requirement*) on the following terms:

- the RFP Schedule 1 - Statement of Requirement;
- the proposal is submitted according to Schedule 2 – Proposal Template;
- the RFP Schedule 3 – FMFB-A Special Conditions of Design/Project;
- the RFP Schedule 4 - Conditions of Request for Proposal; and
- the Contract Conditions described at RFP Schedule 6.

These documents collectively comprise the Bidder’s **“Proposal”**.

THE PROPOSAL

The Bidder agrees to enter into a contract to provide the Services in accordance with its Proposal in the form of the *Contract Conditions* at Schedule 6 of this RFP which incorporates by reference The First MicroFinanceBank – Afghanistan Terms and Conditions of Contract for this project, and in accordance with The First MicroFinanceBank – Afghanistan Special Conditions of Design/Project referenced in RFP Schedule 3.

The Bidder agrees that The First MicroFinanceBank – Afghanistan may accept or decline the Bidder’s Proposal at its discretion. No commitment or contract exists until a contract in the form of the *Standard Contract* is executed by both parties.

The Bidder agrees that participation in any stage of the RFP process is at the Bidder’s sole risk and cost.

<p>.....</p> <p>Signatory’s printed name:</p>	<p>.....</p> <p>Signatory’s signature:</p>
<p>.....</p> <p>Signatory’s Position</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Signatory’s Phone Number</p>	<p>.....</p> <p>Signatory’s Email Address</p>



RFP SCHEDULE 3 – FMFB-A SPECIAL CONDITIONS OF DESIGN/PROJECT

1. FMFB-A POLICIES AND National Institute of Standards and Technology NIST Standards:

Contractor must ensure that the design and implementation of ACL software project should be comply with FMFB-A policies and National Institute of Standards and Technology (NIST) standards. ensure sensitive data is properly protected in compliance with regulatory and FMFB-A policies.

RFP SCHEDULE 4 – CONDITIONS OF REQUEST FOR PROPOSAL

1. GENERAL

Bidders should submit proposals in the format provided at RFP Schedule 2 – Proposal Template, in response to the requirements stated in RFP Schedule 1. Proposals must be provided in English and with prices quoted in **United States of America Dollars**.

2. CHANGES TO REQUEST FOR PROPOSALS

The First MicroFinanceBank – Afghanistan may, at its discretion, vary the Request for Proposals before the Closing Time. Changes will be posted on the RFP announcing platforms as a Revision, beside the original RFP. The Bidder is encouraged to regularly monitor these platforms to ensure they access any Revisions that may be released.

3. CONTRACT

If the Proposal of the Bidder is accepted by The First MicroFinanceBank – Afghanistan, the Bidder shall execute a contract in a standard form (“the Contract”) within the time period specified by FMFB-A. See Contract Conditions at RFP Schedule 6, which will form part of the Contract.

4. LODGEMENT

4.1 All documentation submitted as part of the Proposal must be in English.

4.2 Bidders are required to include all information specified in this RFP in their Proposal. Bidders accept that their failure to provide all information required, in the format specified may result in their Proposal being considered as a non-conforming Proposal and liable to rejection.

5. EVALUATION OF PROPOSALS

5.1 The evaluation panel will evaluate proposals to determine best value for money outcome.

5.2 The criteria for evaluation will be assessed according to the criteria outlined at Schedule 5 - Evaluation Criteria.

6. NO CONTRACT OR UNDERTAKING

Nothing in this RFP will be construed to create any binding contract (express or implied) between The First MicroFinanceBank – Afghanistan and any Bidder until a written Contract, if any, is entered into by the parties.



7. BIDDERS ACKNOWLEDGEMENT

7.1 The Bidder acknowledges by lodging a Proposal that it accepts the terms of this RFP Standard Conditions of Request for Proposal, the Special Conditions of Proposal and The First MicroFinanceBank – Afghanistan Standard Contract Conditions.

7.2 A Proposal is submitted on the basis that the Bidder:

- (a) has examined this RFP and any other documents referenced or referred to herein, and any other information made available in writing by the First MicroFinanceBank – Afghanistan to Bidders for the purposes of submitting a Proposal; and
- (b) has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the contingencies and other circumstances having effect on its Proposal.

8. CLARIFICATION

The First MicroFinanceBank – Afghanistan the right to seek clarification or additional information from any Bidder related to their proposal.



RFP SCHEDULE 5 – EVALUATION CRITERIA

A successful bidder will be judged on the following evaluation criteria:

1. THE ORGANISATION

Demonstrated ability to provide adequate management and support to deliver the Services. Personnel nominated to provide the services have strong familiarity and Previous experience of implementation of audit software.

APPROACH TO THE SERVICES

Appropriate methodology and work plan to fulfil the objectives of the Services in the specified timeframes.

Demonstrated appreciation of the key issues to achieve the objectives as outlined in the RFP.

2. DESIGN AND LANGUAGE SKILLS

Creative design and proven written English skills on similar past projects.

3. PROPOSAL COST

Appropriate qualifications, experience and skills of personnel and team balance to implement the Services with a reasonable budget.



RFP SCHEDULE 6 – CONTRACT CONDITIONS

THE FIRST MICROFINANCEBANK – AFGHANISTAN AND THE CONTRACTOR AGREE TO THE FOLLOWING CONTRACT CONDITIONS:

1. SCOPE OF SERVICES

1.1 Description of Services
(hereinafter referred to as “the Services”)

1.2 Expected Outputs and Timelines

Milestone Payments Schedule

The milestones and payment schedule follows those given in section 4.2.

2. PAYMENT

2.1 Subject to the satisfactory completion of the Services, FMFB-A shall pay the Contractor according to the Milestone Payments Schedule identified above at Clause 4.2. Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the Contractor’s agent and/or beneficiary banks for remittances made to the Contractor’s bank account if any.

2.2 The First MicroFinanceBank – Afghanistan shall make payment on Contractor Fee according to the Milestone Payment Schedule identified above at Clause 4.2 and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation from the Contractor. The Contractor must complete the Services by **30 March, 2021**.

3. PARTIES

3.1 The Parties to this contract are The First MicroFinanceBank – Afghanistan and the Contractor.

4. INVOICES

4.1 The Contractor shall submit certified invoices to FMFB-A to claim payment for Milestones. Original or electronic copies of the invoices may be submitted. The invoices must be accompanied by written approval from the Project Overseer.

4.1 Invoices shall include the following information:

- 4.1.1** full name of project;
- 4.1.2** name of Contractor;
- 4.1.3** invoice date and invoice number;
- 4.1.4** description of services provided and associated dates;



- 4.1.5** detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder's name and number;
- 4.1.6** billing by company/organisation rather than individual, requires the official letter head of the company/organisation;
- 4.1.7** a signed statement by the Contractor that the services have been performed in accordance with the terms and conditions of this Contract, and the costs being billed are true and correct and have not been previously paid; and
- 4.1.8** the invoice should be accompanied by an endorsement by the Project Overseer that the services have been satisfactorily completed.

5. ASSIGNMENT

- 5.1** The Contract is intended to cover a relationship between the Parties only. The Contractor shall not assign, delegate, sub-contract, mortgage, charge or otherwise transfer the Contract or any interest or benefit arising out of, or in connection with, the Contract to a third party without the prior written approval of The First MicroFinanceBank – Afghanistan.

6. CHANGES TO CONTRACT

- 6.1** The First MicroFinanceBank – Afghanistan and the Contractor may change the terms of the Contract by written agreement only.

7. DEFAULT

- 7.1** A Default is anything The First MicroFinanceBank – Afghanistan considers to be a significant breach of the Contract including:

- 7.1.1** failure to perform an obligation under the Contract within the agreed time;

- or

- 7.1.2** failure to deliver outputs of satisfactory capability, quality or reliability.

- 7.2** In the event of a Default by the Contractor, The First MicroFinanceBank – Afghanistan shall write to the Contractor setting out the Default and the time by when the Contractor must fix it. If the Contractor fails to fix the Default within the time specified, The First MicroFinanceBank – Afghanistan may immediately terminate the Contract by issuing a written Notice of Termination to the Contractor.

- 7.3** Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies The First MicroFinanceBank – Afghanistan may have in relation to the Default.



8. RIGHTS IN DATA

- 8.1** If intellectual property or confidential information is required to enable the Contractor to provide the Services, the Contractor shall be solely responsible for obtaining approvals for the use of any confidential information that belongs to anyone else (i.e. third parties).
- 8.2** The First MicroFinanceBank – Afghanistan shall own all intellectual property and confidential information that it creates in relation to the Services. The First MicroFinanceBank – Afghanistan shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Services. In particular, The First MicroFinanceBank – Afghanistan shall own the following:
- 8.2.1** all data resulting from performance of the Contract, regardless of its form, format, or media;
 - 8.2.2** all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;
 - 8.2.3** all processes provided for use under the Contract; and
 - 8.2.4** all any other data delivered under the Contract.
- 8.3** If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in Clause 8.2 above) for purposes that are not in relation to the performance of the Services, it must obtain prior written consent from The First MicroFinanceBank – Afghanistan.
- 8.4** The Contractor shall protect all intellectual property and/or confidential information belonging to The First MicroFinanceBank – Afghanistan vigorously to the extent permissible by law. If the Contractor has a reasonable suspicion that there has been any event that infringes the rights of The First MicroFinanceBank – Afghanistan in relation to its intellectual property and/or confidential information, it will inform The First MicroFinanceBank – Afghanistan immediately in writing.

9. CONFIDENTIALITY

- 9.1** The Contractor shall not, either during the term of the Contract or after the termination of the Contract, disclose to a third party any information that it may acquire in consequence of this Contract relating to the Services without the prior written consent of The First MicroFinanceBank – Afghanistan.
- 9.2** The Contractor's obligations shall not apply to any information which is publicly available or becomes publicly available other than by reason of the Contractor's default;
- 9.3** The Contractor shall ensure that its employees, servants and/or agents comply with the provisions of this Clause 9.



10. TERMINATION BY THE FIRST MICROFINANCEBANK – AFGHANISTAN

- 10.1** The First MicroFinanceBank – Afghanistan may terminate this Contract, in whole or in part, by issuing a written Notice of Termination. The First MicroFinanceBank – Afghanistan may terminate this Contract without giving any reasons. If this Contract is terminated, The First MicroFinanceBank – Afghanistan and the Contractor shall negotiate the rights, duties, and obligations of the Parties, including but not limited to compensation to the Contractor and/or The First MicroFinanceBank – Afghanistan. Any compensation to the Contractor must not exceed the total value of the Contract.
- 10.2** Upon receiving a Notice of Termination, the Contractor shall immediately stop work as specified in the notice, except if directed otherwise by The First MicroFinanceBank – Afghanistan.
- 10.3** Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to The First MicroFinanceBank – Afghanistan. The settlement proposal must include a written approval from the Project Overseer of the actual costs the Contractor has incurred.
- 10.4** If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, The First MicroFinanceBank – Afghanistan may in its sole discretion determine the amount, if any, due to the Contractor following the termination.
- 10.5** Upon termination of the Contract, subject as provided in this clause and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.
- 10.6** Termination under this clause does not affect the rights and/or remedies which either Party may have accrued or accumulated up to the date of termination of the Contract.

11. LANGUAGE AND NOMENCLATURE

- 11.1** All of the Services, including any documents, information, correspondence, infographics, pictures and similar items must:
- 11.1.1** be in the English language; and
 - 11.1.2** comply with the nomenclature/design standards requirements set out in the FMFB-policies and NIST standards.



12. INTERPRETATION

12.1 Should a dispute about the meaning of any term in the Contract arise, The First MicroFinanceBank – Afghanistan may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

13. LAW & JURISDICTION

13.1 The laws of the Islamic Republic of Afghanistan govern this Contract. The Parties to the Contract agree to submit to the non-exclusive jurisdiction of the Courts of the Islamic Republic of Afghanistan.

14. COMMUNICATIONS

14.1 All communications relating to this Contract shall be in writing and may be delivered:

14.1.1 personally;

14.1.2 by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or

14.1.3 by email.

15. ENTIRE AGREEMENT

15.1 This Contract is the entire agreement between The First MicroFinanceBank – Afghanistan and the Contractor in relation to the matters set out in this Contract. No other terms and conditions may be included or implied.

16. ILLEGALITY AND SEVERABILITY

16.1 If any provisions of this Contract are held unenforceable or invalid for any reason, the remaining provisions of this Contract will continue to be in full force and effect.

17. WAIVER

17.1 A Party's failure, delay or relaxation in exercising any power or right it has under this Contract does not mean that the Party has given up (i.e. waived) that power or right.

17.2 A Party exercising a power or right does not stop it from:

17.2.1 further exercising that power or right; or

17.2.2 exercising any other power or right under this Contract.



18. REASONABLENESS

- 18.1** The Contractor confirms it has had the opportunity to receive independent legal advice relating to all the matters relating to this Contract.
- 18.2** The Contractor agrees that, having considered the terms of this Contract as a whole, the terms of this Contract are fair and reasonable.

19. PARTNERSHIP

- 19.1** This Contract does not create a partnership between The First MicroFinanceBank – Afghanistan and the Contractor.

20. FORCE MAJEURE

- 20.1** A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or the The First MicroFinanceBank – Afghanistan and which makes it impossible to perform an obligation under this Contract, including the following:

- 20.1.1** acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, pandemics and any natural disaster;
- 20.1.2** acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
- 20.1.3** acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or

- 20.2** A Party that does not perform an obligation under this Contract shall not be in breach to the extent that a Force Majeure Event caused the non-performance.

- 20.3** Where the Contractor thinks there is likely to be a delay in performing an obligation under this Contract because of a Force Majeure Event the Contractor shall:

- 20.3.1** immediately notify The First MicroFinanceBank – Afghanistan in writing of:
 - 20.3.1.1** the likely delay and how long the Contractor think it will last; and
 - 20.3.1.2** details of the likely effect on the Services and the Contractor's ability to perform the Contract;
- 20.3.2** take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
- 20.3.3** use its best efforts to continue to perform its obligations under the Contract.

- 20.4** The First MicroFinanceBank – Afghanistan and the Contractor shall, as soon as practicable after receiving the notification, discuss whether the Contract can continue. If, following that discussion, the The First MicroFinanceBank – Afghanistan and the Contractor agree that the Contract can continue they may:



- 20.4.1** continue the Contract unchanged; or
- 20.4.2** change the Contract using the process in Clause 6.

20.5 Nothing in this clause limits The First MicroFinanceBank – Afghanistan’s ability to terminate the Contract under Clause 10.

21. COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF CONTRACT

21.1 Except as otherwise provided for in the Contract, the Parties shall bear their own costs of and incidental to the preparation and execution (i.e. signing) of the Contract.

22. PROVISION OF SERVICES

22.1 The Contractor shall provide the Services to The First MicroFinanceBank – Afghanistan on the delivery dates identified in the Contract. The Contractor shall immediately notify The First MicroFinanceBank – Afghanistan in writing if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise The First MicroFinanceBank – Afghanistan as to when it will be able to do so.

22.2 The Services must be provided to the standard that would be expected of an experienced and professional supplier of similar Services and any other standard specified in the Contract.

22.3 The Contractor and its staff or sub-contractors shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of The First MicroFinanceBank – Afghanistan.

23. REPORTING AND COORDINATION ARRANGEMENTS

23.1 The Contractor shall liaise closely and work in collaboration with the Project Overseer in performing the Services in the Contract. The Contractor shall keep the Project Overseer informed of progress of the Services, and timeline

